



# AIMS K-12 College Prep Charter District

## AIMS Board Meeting

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### Date and Time

Tuesday August 29, 2023 at 6:45 PM PDT

### Location

746 Grand Ave. Oakland CA 94610

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

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Meeting ID: 813 9746 7941

Passcode: 596846

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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
<b>I. Opening Items</b>			<b>6:45 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order		Chris Edington	
<b>B.</b> Record Attendance and Guests	Vote	Barbara Pemberton	1 m
<b>C.</b> Adoption of Agenda	Vote	Chris Edington	1 m
<b>D.</b> Public Comment on Agenda Items			4 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b>			
<b>E.</b> Public Comment on Non-Agenda Items			4 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b>			
<b>II. Approve Minutes</b>			<b>6:55 PM</b>
<b>A.</b> Board Meeting Minutes 8-8-23	Approve Minutes		1 m
<b>B.</b> Board Meeting Minutes 6-27-23	Approve Minutes		

	Purpose	Presenter	Time
<b>III. Non-Action Items</b>			<b>6:56 PM</b>
<b>A.</b> President's Report	FYI	Chris Edington	3 m
<b>B.</b> Superintendent's Report	FYI	Superintendent Woods-Cadiz	3 m
<b>C.</b> Staff Reports	FYI		15 m
Data and Academic Performance (Christopher Ahmad)			
Health & School Support Services (Marisol Magana)			
AIMS K-12 Report (Natalie Glass)			
Compliance Report (Tiffany Tung)			
Ombudsman Report (Eric Haar)			
Special Education Report (Deborah Woods)			
<b>D.</b> Board Members Questions and Comments on Submitted Staff Reports	FYI	AIMS Board Members	8 m
<b>IV. Consent Calendar</b>			<b>7:25 PM</b>
<b>A.</b> TITLE III MOU	Vote	Christopher Ahmad	2 m
<b>B.</b> 2023-2024 Contract Submission	Vote	Tiffany Tung	2 m
<b>C.</b> AIMS K-12 College Prep RFP Response	Vote	Katema Ballentine	2 m
<b>D.</b> AIMS K12 College Prep Exec Memo Unaudited 2223	Vote	Katema Ballentine	2 m
<b>E.</b> Vendor Agreement - All Tied Up	Vote	Maya Woods-Cadiz	2 m
<b>F.</b> AIMS Student and Family Handbook	Vote	Maya Woods-Cadiz	2 m
<b>G.</b> Psychoeducational and Academic Evaluations Contract	Vote	Deborah Woods	2 m
<b>H.</b> Speech and Language Occupational Therapy Services Contract	Vote	Deborah Woods	2 m
<b>I.</b> Resolution - Surplus Items	Vote	Marisol Magana	2 m
<b>V. Action Items</b>			<b>7:43 PM</b>
<b>A.</b> Declaration of Need for Fully Qualified Educators	Vote	Marisol Magana	2 m

	Purpose	Presenter	Time
<b>B.</b> Board Resolution - Permit Fees	Vote	Marisol Magana	2 m
<b>C.</b> Adoption of Local Assignment Option EC 44863	Vote	Marisol Magana	2 m
<b>D.</b> Rojas Janitorial Contract	Vote	Marisol Magana	2 m
<b>VI. Closed Session</b>			<b>7:51 PM</b>
<b>A.</b> Public Comment on Closed Session Items	FYI		10 m
<p>Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b></p>			
<b>B.</b> Recess to Closed Session	Discuss		30 m
<p>Closed Session Items:</p> <ol style="list-style-type: none"> <li>1. Conference with Real Property Negotiations (Gov. Code Section 54956.9)</li> <li>2. Conference with Legal Counsel- Anticipated Litigation (Gov. Code Section 54956.9)</li> <li>3. Employee Matters</li> <li>4. Student Discipline Matter</li> </ol>			
<b>C.</b> Report from Closed Session	FYI		2 m
<p>- Board President, Mr. Chris Edington</p>			
<b>VII. Closing Items</b>			<b>8:33 PM</b>
<b>A.</b> Adjourn Meeting	FYI		
<b>B.</b> NOTICES	FYI	Barbara Pemberton	
<p><b>The next regular meeting of the Board of Directors is scheduled to be held on the third Tuesday, September 2023, at 6:45 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24</b></p>			



	Purpose	Presenter	Time
	hours in advance of any disability accommodations being needed in order to participate in the meeting.		

I, Barbara Pemberton, hereby certify that I posted this agenda on the AIMS website at [www.aimsk12.org](http://www.aimsk12.org), on August 26, 2023, before 6:45 PM.

Certification of Posting

# Coversheet

## Board Meeting Minutes 8-8-23

<b>Section:</b>	II. Approve Minutes
<b>Item:</b>	A. Board Meeting Minutes 8-8-23
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for AIMS Special Board Meeting on August 8, 2023

APPROVED



## AIMS K-12 College Prep Charter District

### Minutes

#### AIMS Special Board Meeting

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##### Date and Time

Tuesday August 8, 2023 at 5:00 PM

##### Location

171 12th Street Oakland CA 94607  
4049 First Street Livermore, CA 94605  
2450 Washington Ave. Suite 100 San Leandro, CA 94577  
1801 18th St. Oakland, CA  
4239 Park Blvd Oakland, CA

##### Join Zoom Meeting

<https://us02web.zoom.us/j/3311128694?pwd=cVFNbEJtWm40aDZpUlp5WFVxRGVqUT09>

Meeting ID: 331 112 8694

Passcode: 0EjSCZ

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  - +1 929 436 2866 US (New York)
  - +1 253 205 0468 US
  - +1 253 215 8782 US (Tacoma)
-

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 346 248 7799 US (Houston)
- +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
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US

Meeting ID: 331 112 8694

Passcode: 076927

Find your local number: <https://us02web.zoom.us/j/kmHNwDhDX>

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#### **Directors Present**

C. Edington (remote), D. Lang (remote), J. Colly (remote), S. Leung (remote)

#### **Directors Absent**

J. Hinton-Hodge

#### **Guests Present**

B. Pemberton, M. Woods-Cadiz (remote)

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### **I. Opening Items**

#### **A. Call the Meeting to Order**

C. Edington called a meeting of the board of directors of AIMS K-12 College Prep Charter District to order on Tuesday Aug 8, 2023 at 5:01 PM.

#### **B. Record Attendance and Guests**

#### **C.**

### **Adoption of Agenda**

C. Edington made a motion to adopt the agenda.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

### **D. Public Comment on Agenda Items**

No comments

### **E. Public Comment on Non-Agenda Items**

No comments

## **II. Approval of Prior Minutes**

### **A. AIMS Board Directors will consider approval of the following Board of Directors Meeting Minutes:**

The purpose of this meeting supports some technological changes to our website. Many, if not all, of these meeting minutes were approved previously, however, this is required to update our system using the current technology. These changes are important because they will help us to improve the user experience of our website and make it more effective in reaching our target audience.

### **B. Past Special Board Minutes 06/29/23**

C. Edington made a motion to approve the minutes from Special Board Meeting on 06-29-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

### **C. Past Board Minutes 4-18-23**

C. Edington made a motion to approve the minutes from AIMS Board Meeting on 04-18-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

### **D. Past Governance Committee Minutes 4-18-23**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 04-18-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

### **E. Past Special Board Minutes 3-28-23**

C. Edington made a motion to approve the minutes from AIMS Special Board Meeting on 03-28-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**F. Past Board Minutes 3-28-23**

C. Edington made a motion to approve the minutes from AIMS Board Meeting on 03-28-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**G. Past Governance Committee Minutes 3-28-23**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 03-28-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**H. Past Finance Committee Minutes 3-28-23**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 03-28-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**I. Past Board Minutes 3-7-23**

C. Edington made a motion to approve the minutes from AIMS Board Meeting on 03-07-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**J. Past Governance Committee Minutes 3-7-23**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 03-07-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**K. Past Finance Committee Minutes 3-7-23**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 03-07-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**L.**

**Past Board Minutes 1-19-23**

C. Edington made a motion to approve the minutes from AIMS Special Board Meeting on 01-19-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**M. Past Governance Committee Minutes 01-10-23**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 01-10-23.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**N. Past Finance Committee Minutes 10-18-22**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 10-18-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**O. Past Finance Committee Minutes 9-13-22**

C. Edington made a motion to approve the minutes from AIMS Finance Meeting on 09-13-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**P. Past Finance Committee Minutes 6-28-22**

C. Edington made a motion to approve the minutes from AIMS Finance Committee Meeting on 06-28-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**Q. Past Finance Committee Minutes 5-17-22**

C. Edington made a motion to approve the minutes from AIMS Finance Committee Meeting on 05-17-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**R. Past Finance Committee Minutes 4-26-22**

C. Edington made a motion to approve the minutes from AIMS Finance Committee Meeting on 04-26-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**S. Past Finance Committee Minutes 2-28-22**

C. Edington made a motion to approve the minutes from AIMS Finance Committee Meeting on 02-28-22.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**T. Past Past Board Meeting Minutes 11-30-21**

C. Edington made a motion to approve the minutes from AIMS Board Meeting on 11-30-21.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**U. Past Board Meeting Minutes 11-30-21**

C. Edington made a motion to approve the minutes from Special AIMS Finance Committee Meeting on 11-30-21.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**V. Past Facilities Committee Minutes 9-9-21**

C. Edington made a motion to approve the minutes from AIMS Facilities Committee Meeting on 09-09-21.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**W. Past Governance Committee Minutes 6-1-21**

C. Edington made a motion to approve the minutes from AIMS Governance Committee Meeting on 06-01-21.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**X. Past Governance Committee Minutes 9-28-20**

C. Edington made a motion to approve the minutes from Special Governance Committee Meeting on 09-28-20.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**Y. Past Finance Committee Minutes 9-10-20**

C. Edington made a motion to approve the minutes from Special Finance Committee Meeting on 09-10-20.

J. Colly seconded the motion.



The board **VOTED** to approve the motion.

**Z. Past Finance Committee Minutes 6-11-20**

C. Edington made a motion to approve the minutes from Finance Committee Monthly Meeting on 06-11-20.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AA.Past Governance Committee Minutes 2-10-20**

C. Edington made a motion to approve the minutes from Governance Committee Monthly Meeting on 02-10-20.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AB.Past Finance Committee Minutes 8-29-19**

C. Edington made a motion to approve the minutes from Special Finance Committee Monthly Meeting on 08-29-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AC.Past Facilities Committee Minutes 8-20-19**

C. Edington made a motion to approve the minutes from Facilities Committee Monthly Meeting on 08-20-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AD.Past Board Meeting Minutes 8-19-19**

C. Edington made a motion to approve the minutes from Special Board Meeting on 08-19-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AE. Past Board Meeting Minutes 7-20-19**

C. Edington made a motion to approve the minutes from Special Board Meeting/AIMS Annual Board Retreat on 07-20-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AF. Past Board Meeting Minutes 6-26-19**

C. Edington made a motion to approve the minutes from AIMS Special Board Meeting on 06-26-19.

J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AG.Past Board Meeting Minutes 6-18-19**

C. Edington made a motion to approve the minutes from Regular Board Meeting on 06-18-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AH.Past Facilities Committee Minutes 6-13-19**

C. Edington made a motion to approve the minutes from Facilities Committee Meeting on 06-13-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AI. Past Finance Committee Minutes 6-13-19**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 06-13-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AJ. Past Board Minutes 6-13-19**

C. Edington made a motion to approve the minutes from Special Board Meeting on 06-13-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AK.Past Board Minutes 06-05-19**

C. Edington made a motion to approve the minutes from Special Board Meeting on 06-05-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AL. Past Governance Committee Minutes 6-4-19**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 06-04-19.  
J. Colly seconded the motion.  
The board **VOTED** to approve the motion.

**AM.Past Board Minutes 05-21-19**

C. Edington made a motion to approve the minutes from Regular Board Meeting on 05-21-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AN.Past Board Minutes 05-16-19**

C. Edington made a motion to approve the minutes from Special Board Meeting on 05-16-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AO.Past Governance Committee Minutes 4-30-19**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 04-30-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AP.Past Finance Committee Minutes 4-23-19**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 04-23-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AQ.Past Board Meeting Minutes 04-16-19**

C. Edington made a motion to approve the minutes from Regular Board Meeting on 04-16-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AR.Past Facilities Committee Minutes 04-11-19**

C. Edington made a motion to approve the minutes from Facilities Committee Meeting on 04-11-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AS.Past Board Minutes 03-19-19**

C. Edington made a motion to approve the minutes from Regular Board Meeting on 03-19-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AT.**

**Past Finance Committee Minutes 2-27-19**

C. Edington made a motion to approve the minutes from Special Finance Committee Meeting on 02-27-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AU.Past Facilities Committee Minutes 01-17-19**

C. Edington made a motion to approve the minutes from Facilities Committee Meeting on 01-17-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AV.Past Finance Committee Minutes 01-10-19**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 01-10-19.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AWPast Governance Committee Minutes 12-12-18**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 12-12-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AX.Past Finance Committee Minutes 11-1-18**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 11-01-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AY.Past Facilities Committee Minutes 10-11-18**

C. Edington made a motion to approve the minutes from Facilities Committee Meeting on 10-11-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**AZ.Past Finance Committee Minutes 10-4-18**

C. Edington made a motion to approve the minutes from Special Finance Committee Meeting on 10-04-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**BA.Past Governance Committee Minutes 10-2-18**

C. Edington made a motion to approve the minutes from Governance Committee Meeting on 10-02-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**BB.Past Finance Committee Minutes 8-16-18**

C. Edington made a motion to approve the minutes from 2018-8-16 Special Finance Committee Meeting on 08-16-18.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

**III. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:07 PM.

Respectfully Submitted,  
C. Edington

**B. NOTICES**

There were no notices.

# Coversheet

## Board Meeting Minutes 6-27-23

<b>Section:</b>	II. Approve Minutes
<b>Item:</b>	B. Board Meeting Minutes 6-27-23
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for AIMS Board Meeting on June 27, 2023

APPROVED



# AIMS K-12 College Prep Charter District

## Minutes

### AIMS Board Meeting

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#### Date and Time

Tuesday June 27, 2023 at 6:45 PM

#### 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

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+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

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#### **Directors Present**

C. Edington, D. Lang, J. Colly, J. Hinton-Hodge (remote), S. Leung (remote)

#### **Directors Absent**

*None*

#### **Guests Present**

B. Pemberton, M. Woods-Cadiz

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### **I. Opening Items**

#### **A. Call the Meeting to Order**

C. Edington called a meeting of the board of directors of AIMS K-12 College Prep Charter District to order on Tuesday Jun 27, 2023 at 6:52 PM.

#### **B. Record Attendance and Guests**

#### **C. Adoption of Agenda**

C. Edington made a motion to adopt the agenda.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

#### **D.**



### **Public Comment on Agenda Items**

No public comment

### **E. Public Comment on Non-Agenda Items**

No public comment

## **II. Approval of Minutes**

### **A. AIMS Board Directors will consider approval of the following Board of Directors Meeting Minutes:**

J. Colly made a motion to approve the minutes from Special AIMS Board Meeting on 01-18-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Special Board Meeting on 02-27-19.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 02-28-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Special AIMS Board Meeting on 02-28-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 03-11-19.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Special Board Meeting on 04-24-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 04-26-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 05-17-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 06-28-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Special AIMS Board Meeting on 07-28-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Board Meeting on 09-13-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from AIMS Special Board Meeting on 09-29-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Board Meeting on 10-08-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Special AIMS Board Meeting on 10-25-22.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Regular Board Meeting on 11-20-18.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

J. Colly made a motion to approve the minutes from Regular Board Meeting on 12-04-18.

D. Lang seconded the motion.

The board **VOTED** unanimously to approve the motion.

### III. Non-Action Items

#### A. President's Report

There was nothing to report

#### B. Superintendent's Report

Reported Items:

- All Staff Survey
- Masking Survey
- 2023 - 2024 AIMS Org Chart
- 2023 - 2024 Calendar
- 2023 - 2024 Boot Camp
- 2023 - 2024 Leadership Retreat

#### C. Staff Reports

Reported Items:

- Data and Academy Performance
- SpEd Board Presentation

- Oakland Undivided
- Compliance Report

#### **D. Board Members Questions and Comments on Submitted Staff Reports**

### **IV. Action Items**

#### **A. Consent Calendar**

C. Edington made a motion to approve the Board on Track Renewal Agreement.

D. Lang seconded the motion.

The board **VOTED** to approve the motion.

C. Edington made a motion to approve Renewal of Declaration of Need.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

#### **B. Finance Dept. Action Items**

C. Edington made a motion to approve 2023-2024 Adoption Budget.

D. Lang seconded the motion.

The board **VOTED** to approve the motion.

C. Edington made a motion to approve the Protected Prayer Resolution.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

C. Edington made a motion to approve Payroll Calendars.

J. Colly seconded the motion.

The board **VOTED** to approve the motion.

### **V. Closed Session**

#### **A. Public Comment on Closed Session Items**

No public comment

#### **B. Recess to Closed Session**

Recessed to closed session at 7:48 pm

#### **C. Reconvene from Closed Session**

#### **D. Report from Closed Session**

There was nothing to report

### **VI. Closing Items**

#### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:10 PM.

Respectfully Submitted,  
C. Edington

**B. NOTICES**

# Coversheet

## Superintendent's Report

Section:	III. Non-Action Items
Item:	B. Superintendent's Report
Purpose:	FYI
Submitted by:	
Related Material:	Superintendent Report August 2023.pptx.pdf



# **AIMS K-12 College Prep Charter District Superintendent's Report August 2023**

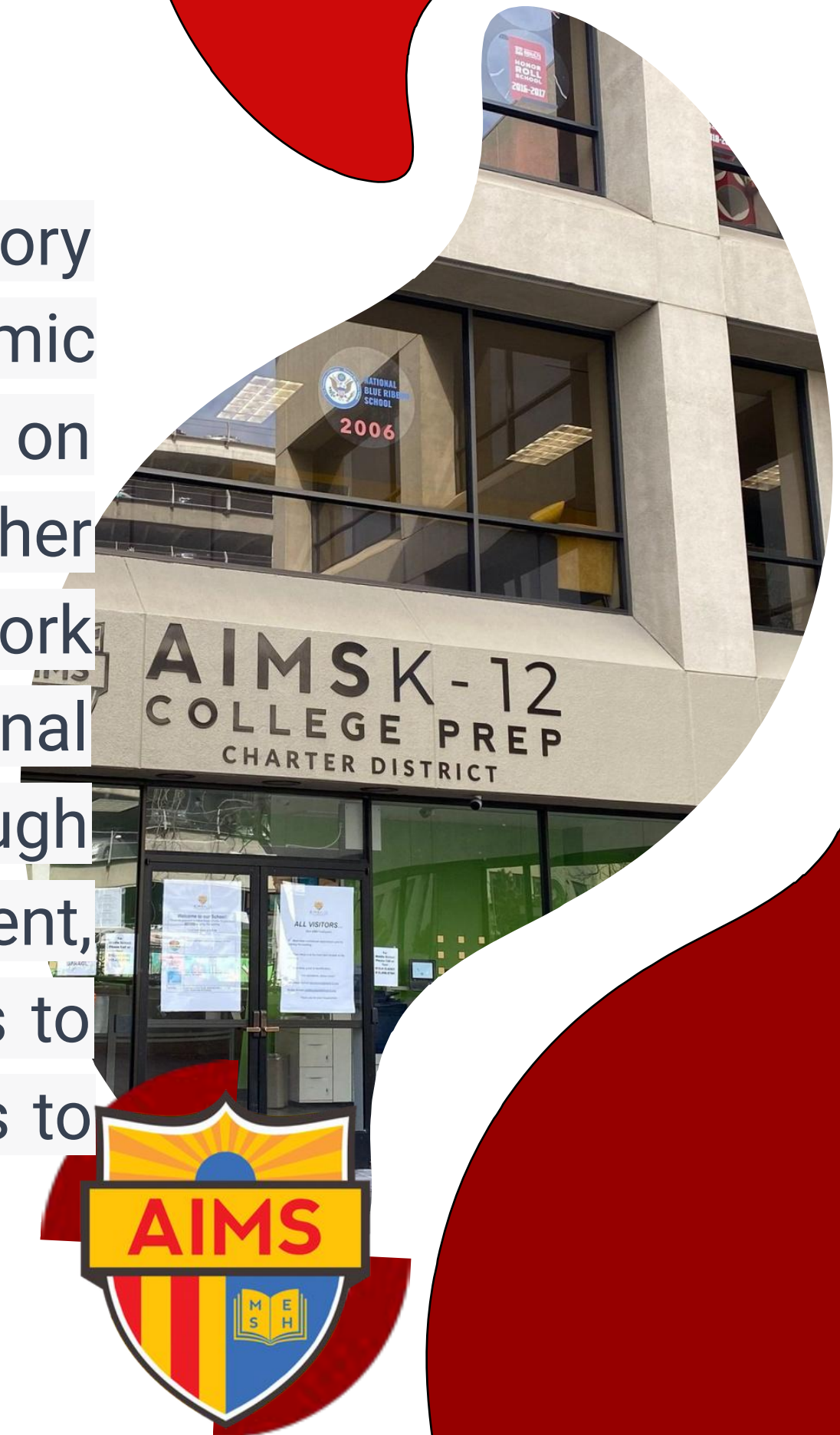


Superintendent Woods-Cadiz



# Summary Of Superintendent's Work Plan

The Superintendent Work Plan for AIMS K12 College Preparatory Charter District outlines a comprehensive strategy to achieve academic excellence and holistic growth within the district. The plan focuses on key areas that directly impact student learning outcomes, teacher development, and community engagement. The Superintendent Work Plan reflects the district's dedication to providing an exceptional education that prepares students for a rapidly evolving world. Through academic rigor, student support, community engagement, technological innovation, and educator development, the plan aims to foster a dynamic educational environment that empowers students to reach their full potential.



# Areas Of Focus For Superintendent Work Plan 2023–2024

- Academic Excellence
- Student Support and Well Being
- Community Engagement
- Technology Integration
- Staff Development
- Budget and Resources
- Measurement of District Success





# Timeline For Reporting On Areas Of Focus

- Academic Excellence (August, 2023)
- Student Support and Well Being (September, 2023)
- Community Engagement (October, 2023)
- Technology Integration (November, 2023)
- Staff Development (January, 2024)
- Budget and Resources( February, 2024)
- Measurement of District Success Indicators  
(March, 2024)





# Academic Excellence

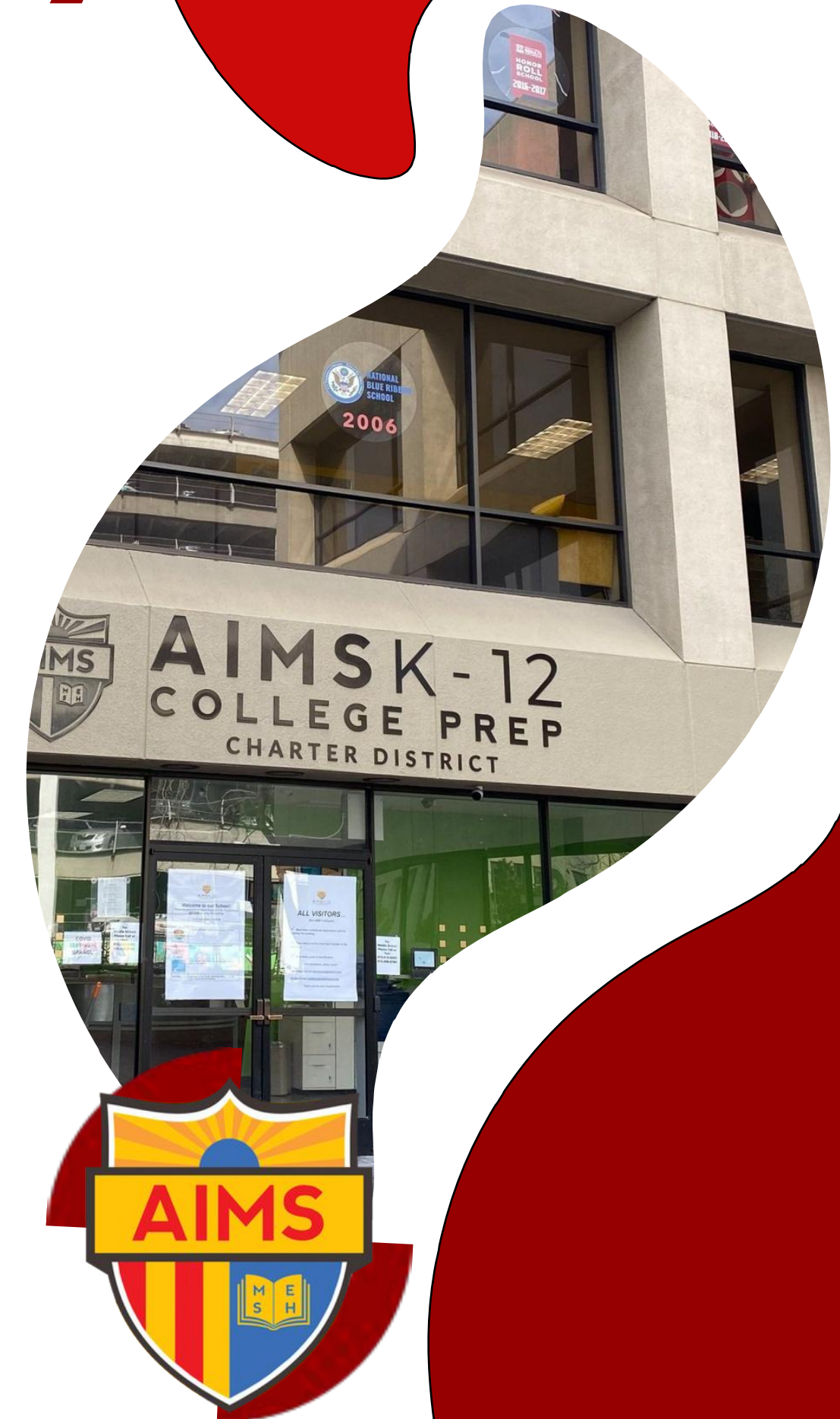
- Improving Curriculum Quality
- Enhancing Learning Outcomes
- Research Based Teaching Methods & Empowering Educators





# Improving Curriculum Quality

- Inclusion of more diverse authors in reading list
- Updated Math Curriculum 6-8
- All A-G aligned courses at AIMS HS
- Inclusion of Real World Application



# Enhancing Learning Outcomes

- Uniform Lesson plans and Model of Instruction
- 6 week Pacing Guides Aligned With Assessment Data
- Backward Mapping Based on State, Common Core, AP Standards
- Data Analyst Position For Tracking Assessment Progress
- Site Administrator Solely Focused on Student and Teacher Progress





# Research Based Teaching Method & Empowering Educators

- Technology Integration
- Instructional Experts To Train Teachers On Pedagogy
- Teaching Video Library
- Instructional coaches
- Academic Focus For Boot Camp



# Coversheet

## Staff Reports

Section:	III. Non-Action Items
Item:	C. Staff Reports
Purpose:	FYI
Submitted by:	
Related Material:	August Board Report - Data and Academic Performance .pptx Health & School Support Services August 2023 Board Report .pdf K-12 BOARD REPORT 2023 -2024- August.pdf Compliance FY23 Board Report Re_ August (2).pdf Ombuds Board presentation 082923.pdf SpEd BOARD REPORT v2 August 2023.pdf

# Data and Academic Performance Board Report August 2023

(Christopher Ahmad, Adria Bani, Jose Kabeer, and Maryetta Golden)



# Introduction

The department of Data and Academic Performance helps the schools out by sharing student performance. We help source new curriculum, gather student assessment metrics, and improve overall student performance.

The purpose of this presentation is to inform the board and the public on how we do this.



# Key Functions and Responsibilities

- Select appropriate and well-researched curriculum options for K-12
- Create district-wide benchmarks
- Create district wide-lesson plans and pacing guide templates for teachers to use
- Host professional development based on student performance
- CAASPP State Testing help
- Manage digital data housing platform, Unified Insights
- Create graphs for student performance for data walls
- Helps principals run and organize all things academics
- Ensures that students get a 100% acceptance rate for 4-year colleges/universities
- Oversees the ELD department
- Makes sure Title III funds are being managed and properly spent
- Communicates with the families and community on events

# Current Activities and Achievements

- Created a new 9-week Pacing Guide Model for all teachers to use
- Placing all of last year's academic data into Powerschools and making it available to teachers in Unified Insights
- Finalized and created the year-long professional development plan
- Partnered with the founders of Fountas and Pinnell, Heinemann, to host professional development for the year

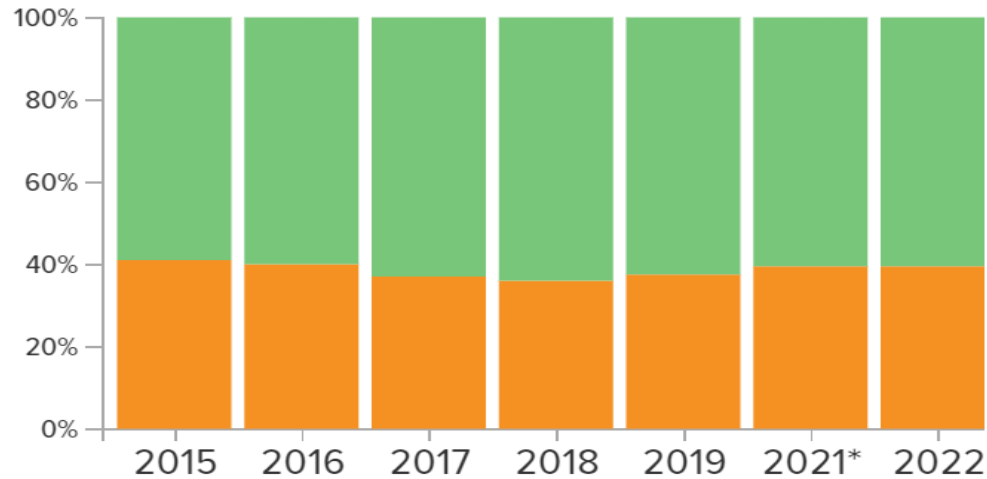
# **Data Comparisons - 2019 (before the Pandemic vs. 2021-2022 vs. 2022-2023 for the CAASPP State Test**

# 2021/2022 - State Tests - AIPCS II

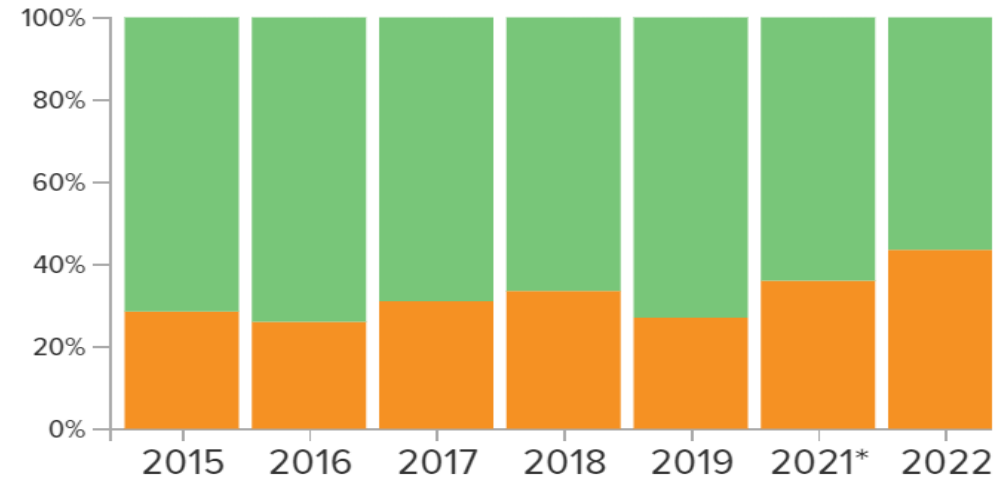
In the overall American Indian Public Charter II test results for 2022, 60.56% of students met or exceeded the state standard in English, while 39.44% did not, a change of -2.03% from 2019. In math, 56.61% of students met or exceeded the state standard, with 43.39% not meeting it: a change of -16.52% from 2019. Comparisons were made between 2022 and 2019 to show the impact of performance because of Covid-19 learning loss.

Standard Not Met or Nearly Met Standard Met or Exceed

ENGLISH LANGUAGE ARTS RESULTS



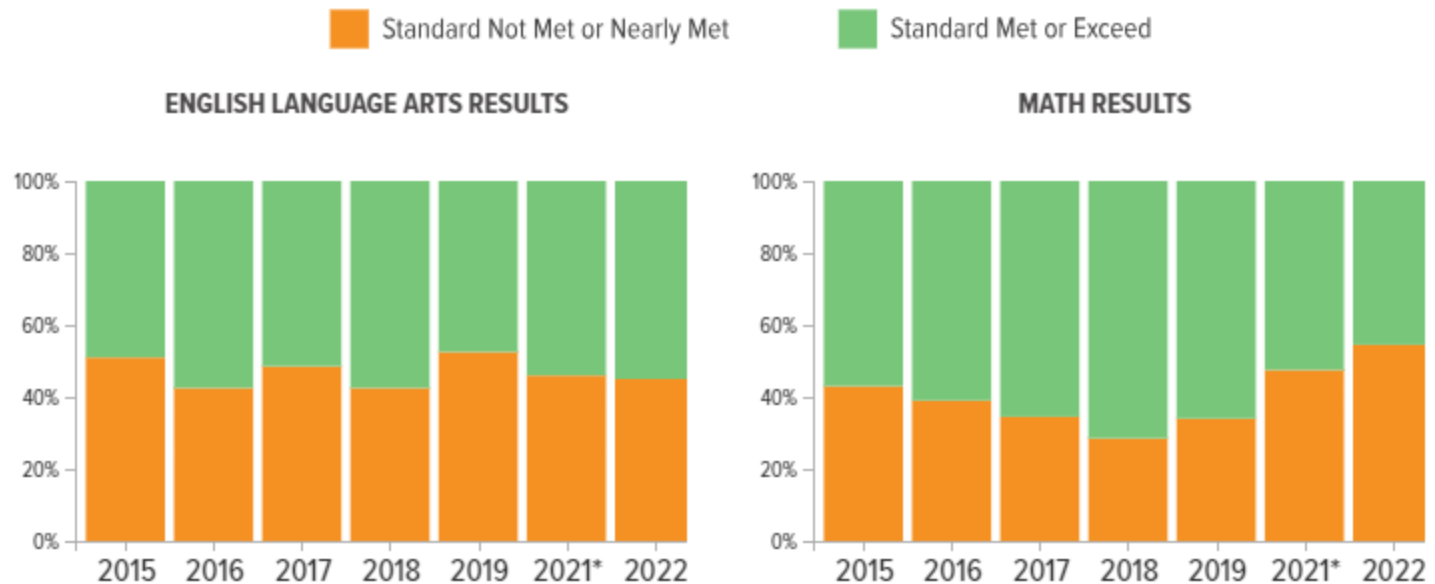
MATH RESULTS



Subject	Standard Not Met 2022	Chg. From 2019	Standard Nearly Met 2022	Chg. From 2019	Standard Met 2022	Chg. From 2019	Standard Exceeded 2022	Chg. From 2019
English	18.56%	+0.57%	20.88%	+1.46%	30.86%	-1.33%	29.7%	-0.7%
Math	16.24%	+4.85%	27.15%	+11.67%	22.74%	-3.42%	33.87%	-13.11%

# 2021/2022 - State Tests - AIMS Middle School

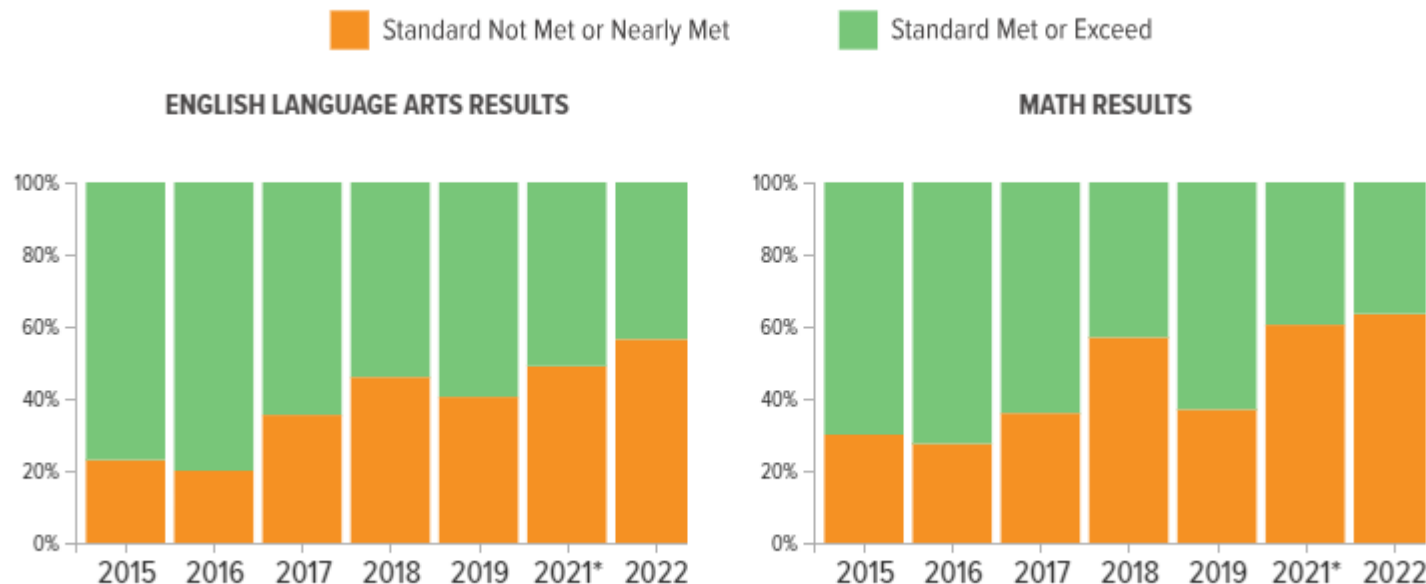
In the overall AIMS Middle School test results for 2022, 55.16% of students met or exceeded the state standard in English, while 44.84% did not, a change of 7.72% from 2019. In math, 45.74% of students met or exceeded the state standard, with 54.26% not meeting it: a change of -20.27% from 2019. Comparisons were made between 2022 and 2019 to show the impact of performance because of Covid-19 learning loss.



Subject	Standard Not Met 2022	Chg. From 2019	Standard Nearly Met 2022	Chg. From 2019	Standard Met 2022	Chg. From 2019	Standard Exceeded 2022	Chg. From 2019
English	28.25%	+2.61%	16.59%	-10.33%	31.39%	+1.26%	23.77%	+6.46%
Math	30.94%	+16.56%	23.32%	+3.71%	16.59%	-4.33%	29.15%	-15.95%

# 2021/2022 - State Tests - AIMS High School

In the overall AIMS High School test results for 2022, 43.33% of students met or exceeded the state standard in English, while 56.67% did not, a change of -15.99% from 2019. In math, 36.67% of students met or exceeded the state standard, with 63.33% not meeting it: a change of -26.29% from 2019. Comparisons were made between 2022 and 2019 to show the impact of performance because of Covid-19 learning loss.



Subject	Standard Not Met 2022	Chg. From 2019	Standard Nearly Met 2022	Chg. From 2019	Standard Met 2022	Chg. From 2019	Standard Exceeded 2022	Chg. From 2019
English	35.56%	+13.53%	21.11%	+2.47%	25.56%	-1.56%	17.78%	-14.42%
Math	51.11%	+28.89%	12.22%	-2.59%	14.44%	-20.75%	22.22%	-5.56%

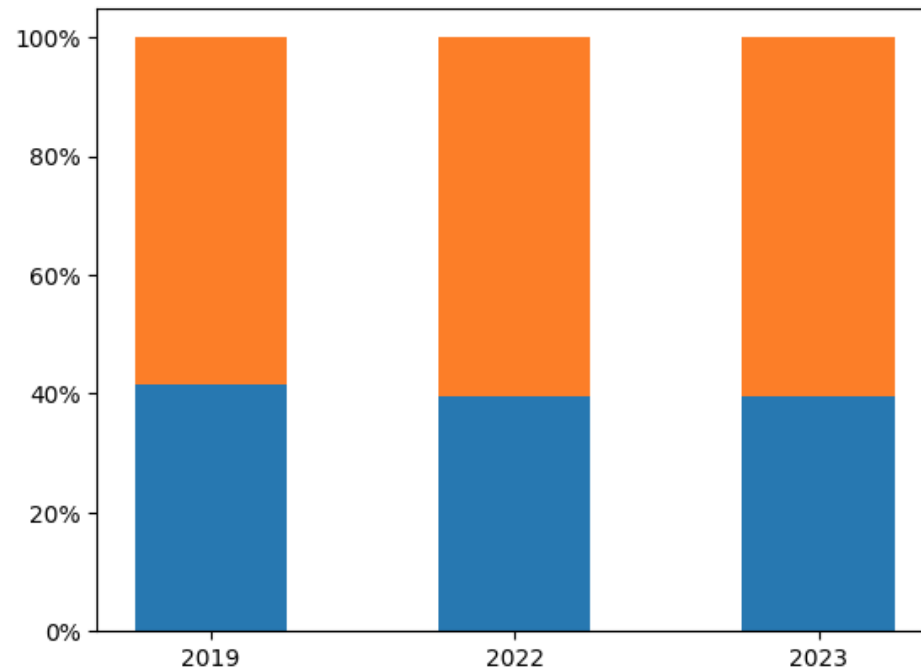
# 2022-2023 Results

AIPCS II	2022-2023 Results	2021-2022 Results	Delta/Change in Value
ELA	60.33% AIPCS II ELA	AIPCS II ELA 61%	0.67% decrease
Math	58.83% AIPCS II Math	AIPCS II Math 55%	3.83% increase
AIMS MS			
ELA	38% AIMS MS ELA	AIMS MS ELA 55%	17% decrease
Math	41.66% AIMS MS Math	AIMS MS Math 46%	4.34% decrease
AIMS HS			
ELA	66% AIMS HS ELA	AIMS HS ELA 44%	22% increase
Math	58% AIMS HS Math	AIMS HS Math 36%	22% increase

# 2019-2023 Results Comparison - AIPCS II

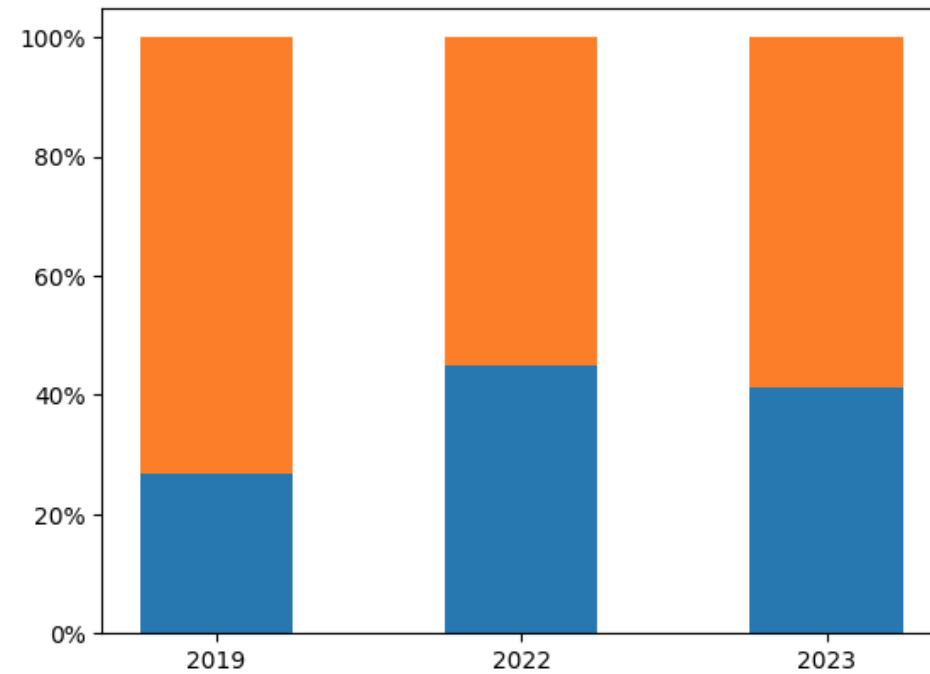
Standard Not Met or Nearly Met Standard Met or Exceeded

ENGLISH LANGUAGE ARTS RESULTS



Standard Not Met or Nearly Met Standard Met or Exceeded

Math Results

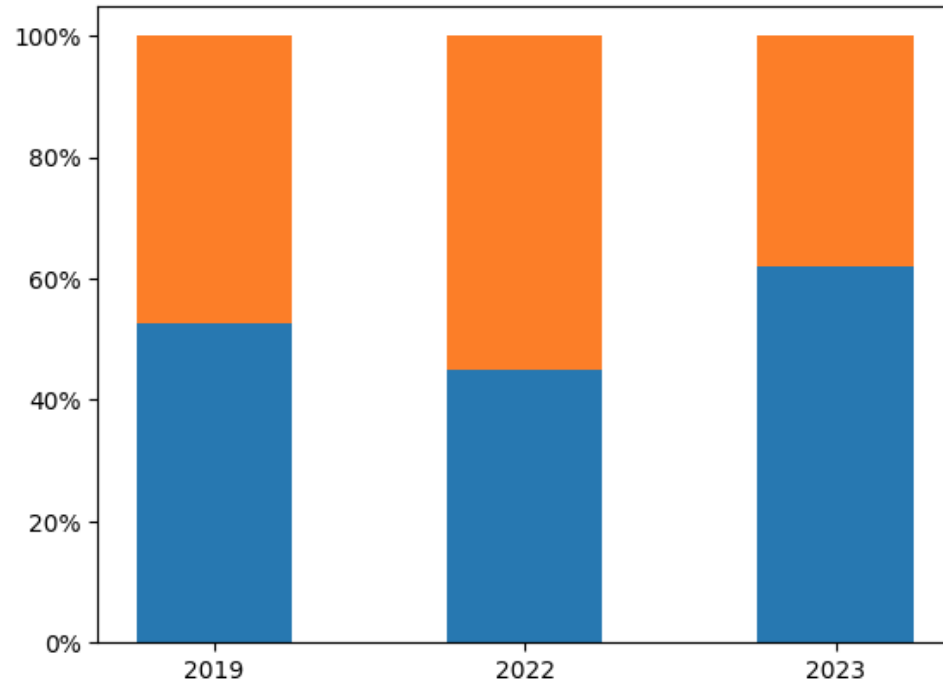




# 2019-2023 Results Comparison- AIMS Middle School

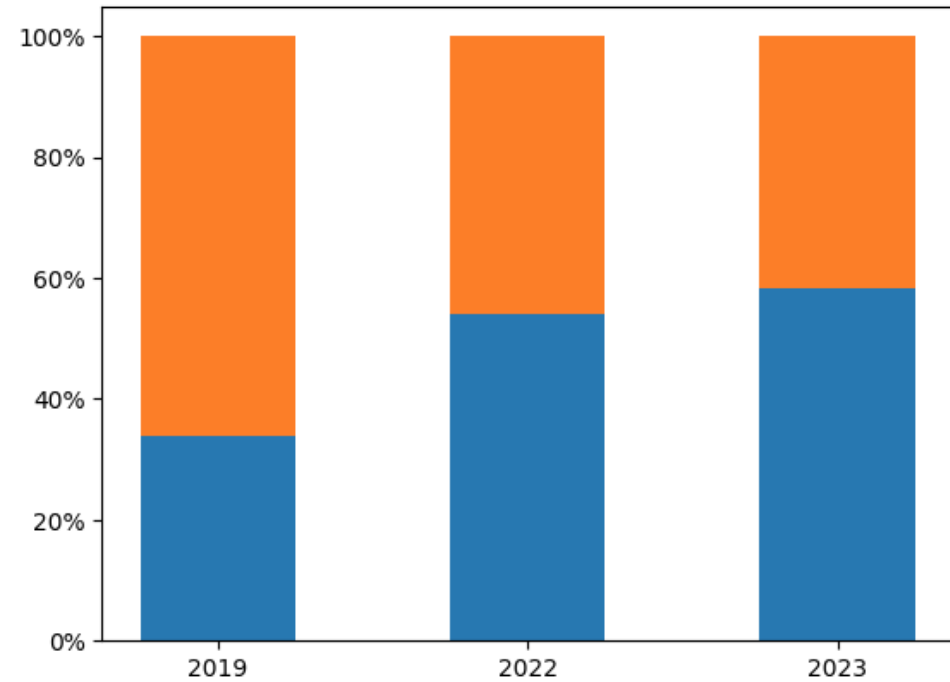
Standard Not Met or Nearly Met Standard Met or Exceeded

English Language Results



Standard Not Met or Nearly Met Standard Met or Exceeded

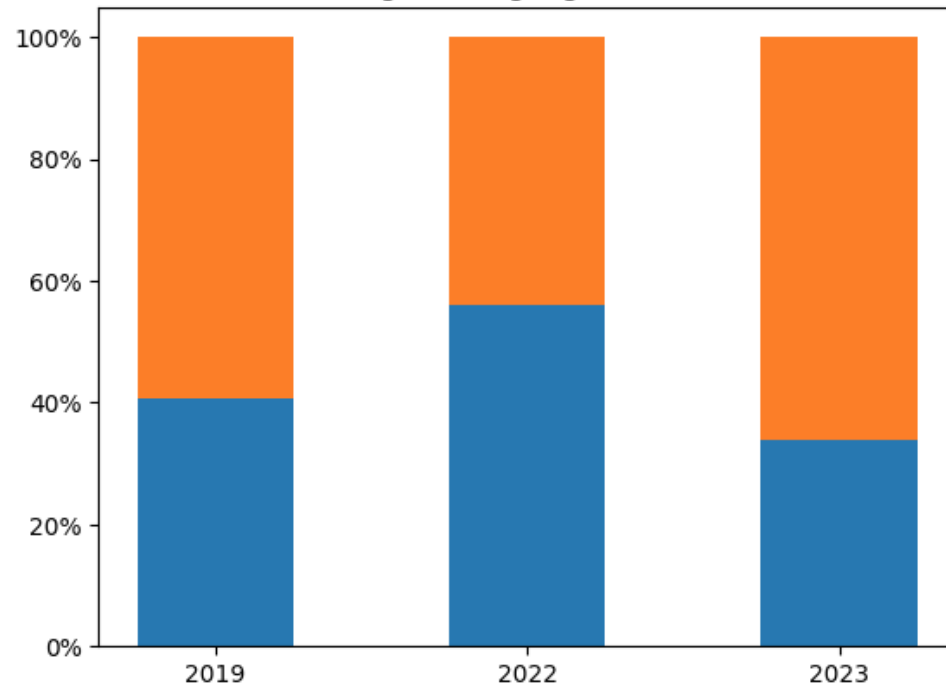
Math Results



# 2019-2023 Results Comparison - AIMS High School

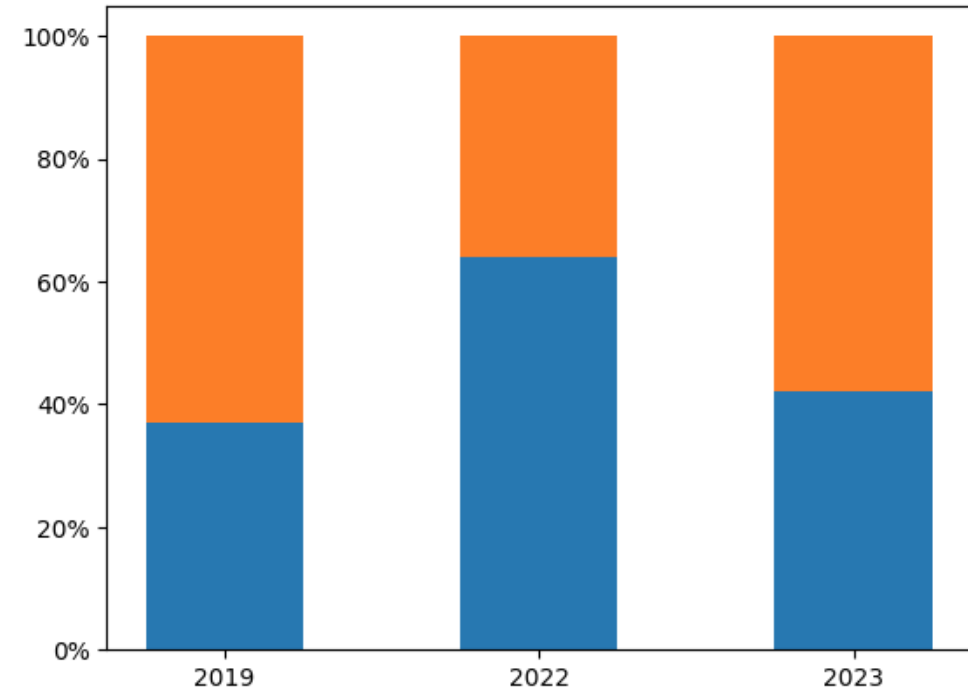
Standard Not Met or Nearly Met Standard Met or Exceeded

English Language Results



Standard Not Met or Nearly Met Standard Met or Exceeded

Math Results

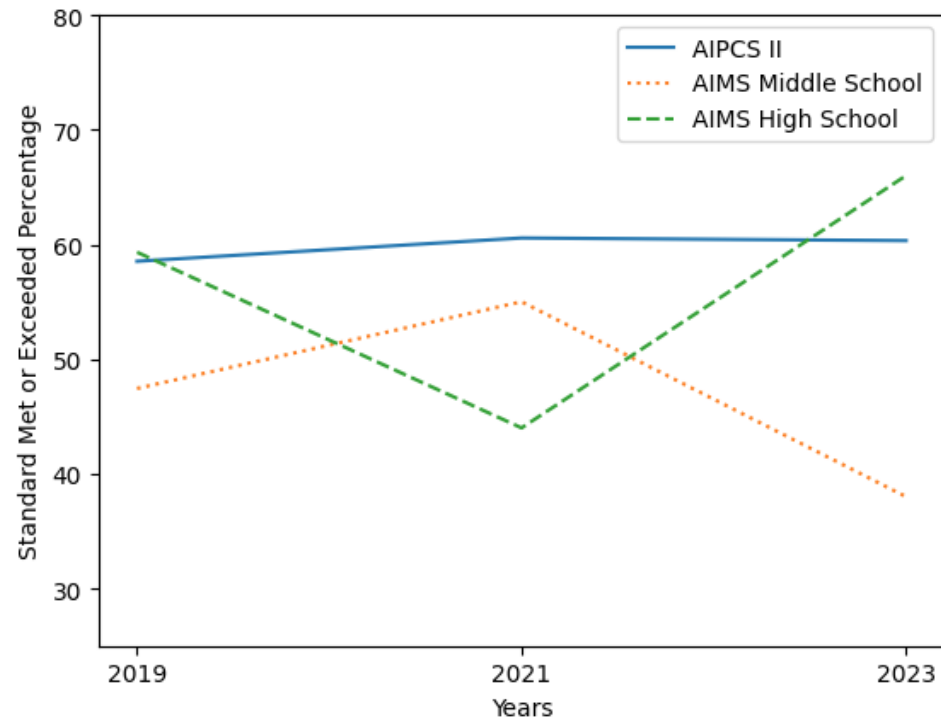


# 2019-2023 Results Comparison

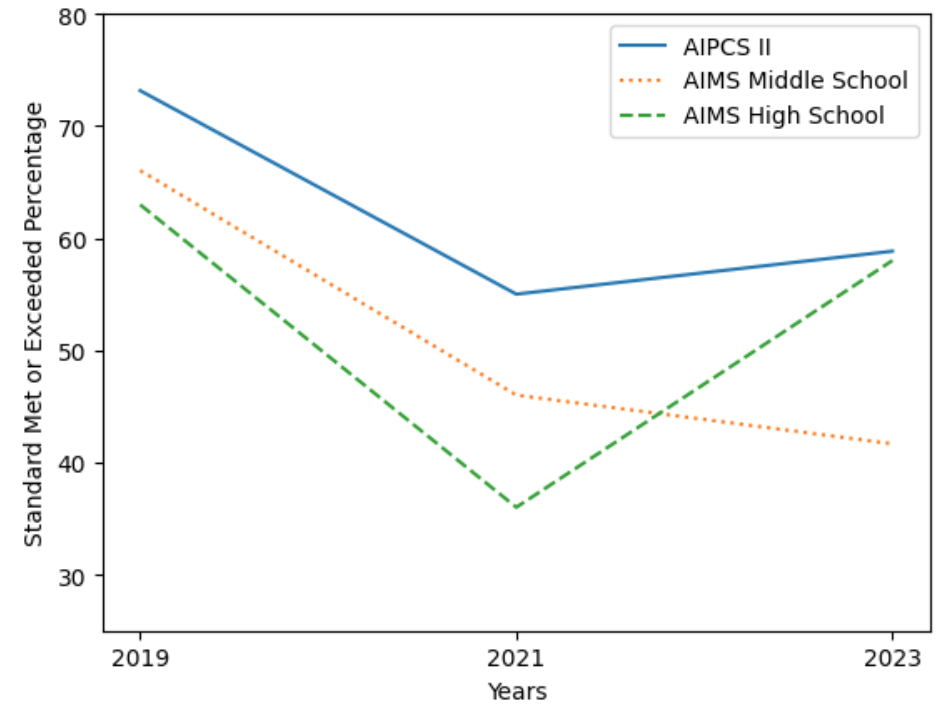
<b>AIPCS II</b>	<b>2018-2019 Results</b>	<b>2022-2023 Results</b>	<i>Delta/Change in Value</i>
<i>ELA</i>	58.53%	60.33%	1.80%
<i>Math</i>	73.14%	58.83%	-14.31%
<b>AIMS MS</b>			
<i>ELA</i>	47.44%	38%	-9%
<i>Math</i>	66.02%	41.66%	-24.36%
<b>AIMS HS</b>			
<i>ELA</i>	59.32%	66%	7%
<i>Math</i>	62.97%	58%	-5%

# 2019-2023 Results Comparison

ELA Results



Math Results



# AIMS College/University Acceptances 2023

CAL Poly Pomona	1
Cal State East Bay	2
Chico State	2
Clark University	1
Community College	15
CSU Long Beach	2
Lee University	1
Loyola University	1
Sacramento State	1
San Francisco State	11
San Jose State University	7
St. Mary's of California	1
Stanford	2
Trade School	1
UC Irvine	2
UC Berkeley	3
UC Davis	10
UC Irvine	9
UC Merced	4
UC Riverside	5
UC Santa Barbara	2
UC Santa Cruz	2
UCLA	2
UC San Diego	1
USC	1

# College Planning (CBK)

Goal: To have 100% of graduating seniors getting accepted into a 4 year university.

## Actions:

- Reviewing college essays
- Finding scholarship opportunities
- Providing campus tours
- Helping with the college planning class
- Introducing K-8 to the idea of college
- Arranging speakers from various universities and colleges to come out and speak

## UPCOMING:

Brown and Duke will be coming to AIMS High in September to speak to the students

# Technology

- AIMS will be using Unified Insights to track data for students throughout their time here at AIMS. This data includes performance data, benchmark data, state test scores, attendance, and behavioral data.
- AIMS will be creating their own in-house benchmark tests based off of teacher's pacing guides using a program called Illuminate
- All teachers have access to Scholastic Inventory to track math quantile and reading Lexile levels throughout the year

# Assessments

	Middle School	High School	
<b>Scholastic Reading Inventory 1</b>	October 9th-13th	October 9th-13th	
<b>Scholastic Math Inventory 1</b>	October 17th-20th	October 17th-20th	
<b>Illuminate Benchmark 1</b>	October 23rd-27th	October 23rd-27th	
<b>Scholastic Reading Inventory 2</b>	January 8th-12th	January 8th-12th	
<b>Scholastic Math Inventory 2</b>	January 16th-19th	January 16th-19th	
<b>Illuminate Benchmark 2</b>	January 22nd-26th	January 22nd-26th	
<b>Scholastic Reading Inventory 3</b>	March 11th-15th	March 11th-15th	
<b>Scholastic Math Inventory 3</b>	March 18th-22nd	March 18th-22nd	
<b>Illuminate Benchmark 3</b>	March 25th-28th	March 25th-28th	
<b>Scholastic Reading Inventory 4</b>	May 20th-24th	May 20th-24th	
<b>Scholastic Math Inventory 4</b>	May 28th-31st	May 28th-31st	
<b>Illuminate Benchmark 4</b>	June 3rd-7th	June 3rd-7th	



# Pacing Guides

	Week 1	Week 2
	UNIT NAME AND NUMBER	
Day 1	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p>Standard You Are Using: this includes the standard number and letter combination + description of the standard</p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•What will the students learn by the end of the lesson and what activity are you doing for them to achieve that?</p> <p><b>Assessment</b></p> <p>•What exit ticket will you be giving the students? Quiz? Weekly Test? Essay? Research?</p>	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p>Standard You Are Using: this includes the standard number and letter combination + description of the standard</p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•What will the students learn by the end of the lesson and what activity are you doing for them to achieve that?</p> <p><b>Assessment</b></p> <p>•What exit ticket will you be giving the students? Quiz? Weekly Test? Essay? Research?</p>
Day 2	<p><b>Benchmark Advance</b></p> <p>•Chapter: 1, Lesson 2 •Page Numbers: 7-9</p> <p><b>Common Core Standard: 4.RI.2</b></p> <p>Determine the main idea of a text and explain how it is supported by key details; summarize the text.</p> <p><b>California Missions - 21 Missions in California and El Camino Real</b></p> <p>•Students will be working in pairs to read the text. Students will annotate and discuss the differences and similarities of each mission. By the end of the lesson, students will be able to summarize the chapter by including key details as well as the main idea.</p> <p><b>Assessment</b></p> <p>•Students will have to list 5 distinct features of Mission San Juan Capistrano</p>	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>
Day 3	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>
Day 4	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>
Day 5	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>	<p><b>Name of Textbook, Program, Curriculum, Novel being used and Page Numbers</b></p> <p>•Chapter: •Page Numbers:</p> <p><b>CCSS Standard, AP Standard, NGSS, ETC</b></p> <p><b>Description of Lesson or What Students Will be Doing</b></p> <p>•</p> <p><b>Assessment</b></p> <p>•</p>

# Professional Development Plan



## AIMS K-12 College Prep Charter District

AIMS College Prep Elementary (K-8)  
171 12th St | Oakland | CA 94607

E elementary@aimsk12.org  
T 510-893-8701  
F 510-893-0345

www.AIMSK12.org

AIMS College Prep Middle School  
171 12th St | Oakland | CA 94607

E middle@aimsk12.org  
T 510-893-8701  
F 510-893-0345

AIMS College Prep High School  
746 Grand Ave | Oakland | CA 94610

E high@aimsk12.org  
T 510-220-5044  
F 510-519-5549

## AIMS Professional Development Calendar

### August: Classroom Management

- Climate and Culture
- Seating Arrangements
- Behavior management strategies
- De-escalating situations

### September: Student Engagement

- Checks for Understanding
- Making Class Interesting
- Getting students excited about a lesson

### October: Direct Instruction

- What it is and what it isn't
- Standing in front of your class, on your feet, and teaching
- What you should be doing vs. What students should be doing

### November: Assessment

- When do I assess my students?
- How do I assess my students?
- Different types of assessment
- How to create an assessment
- What do I do with assessment results?

### December: Looking at Data

- Data Diving
- Making Actionable Strategies Based on Data
- Goal Setting with Data
- Different Types of Helpful Data



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E high@aimsk12.org  
T 510-220-5044  
F 510-519-5549

### January: Pacing Guides

- Review your current pacing guide
- Make adjustments to your pacing guides

### February: Collaboration

- How to Collaborate
- What does Collaboration look like
- Tools for Collaborating

### March: Working with Parents

- De-escalating situations
- Providing positive and friendly feedback that helps students on report cards and progress reports
- Student retention meetings
- Meetings about student behavior
- Contacting parents during the school year

### April: Test Prep

- Preparing for the SBAC
- Preparing for Finals
- Test taking strategies
- Test taking tips
- Do's and don't before and during a test
- Studying for a test

### May: Working with students with IEPs/504 and ELD students

- Going over plans
- Following plans in certain situations like testing, group work, homework

### June: Planning for Next Year

- Getting my students ready for the next grade level
- Finals and prerequisite tests

# CBK UPDATES

**Brown and Duke will be visiting in September**

**There will be one full college campus tour in September**

# ELD UPDATES

During the month of August, I have been working with Enrollment to get completed home language surveys for all new enrollees. We are currently in the data entry process of updating ELAS information for new enrollees from CALPADS, as well as generating SSIDs for students new to the US and updating their test eligibility in the test operations system that we use for ELPAC, with the help of our data vendor. The K-8 ELD teacher and I have received the new ELD curriculum from Center for the Collaborative Classroom and have begun assessments to place level 1 and 2 EL students into intervention groups, which should begin next week. I have also been setting up the ELD materials at the high school and working to recruit a high school ELD teacher to fill the vacancy there. My current first choice for an after school ESL instructor is also interested in the HS ELD teacher position, so a meeting with recruitment about that is forthcoming. The ELD informational bulletin board outlining resources for teachers, guest teachers and students that I worked on during the summer is now mounted on the wall in the teacher lounge at 12th street. All teachers who were on-boarded by early August completed the BeGLAD ELD training and I have been reinforcing the training with posters and check-ins during the first week. Next month I will be trying to schedule a make-up BeGLAD training for teachers who are on-boarded at that time. I am also working on a general ELD informational newsletter and survey about ESL classes which I plan to send out to families late this month or very early next month. The completed MOU for Title III 23-24 spending is pending board approval and must be submitted to that subgrant program by late September once approved.

# Community LIAISON UPDATES

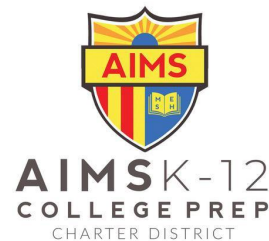
I have had several meetings and communications with parents explaining and processing their Volunteer applications. The Volunteer Guidance Document and Application have been posted on Parents Square, Facebook, Instagram, and AIMS website. The steps for them to complete the process have been provided.

Also working with All Tied Up on an upcoming project with CISCI Systems that will provide computer training for our parents. All Tied Up will present a Zoom Meeting for parents with the details shortly.

Ms. Golden

# Health & School Support Services Board Report August 2023

Marisol Magaña  
Health & School Support Services Director



# Introduction

The department of Health & School Support Services, provides support to the school sites with credentials, enrollment, COVID-19, facilities, maintenance, and technology support.

The purpose of this presentation is to inform the board as well as other educational partners on recent updates and achievements from this department.

# Enrollment & Waiting List

- Number of students currently enrolled in the schools as of 8/22/2023

School Name	Enrollment
AIMS College Prep Middle School	201
American Indian Public Charter School II	610
AIMS College Prep High School	360

Under enrolled grade levels K, 1st, 6th, 7th, 9th

- Number of students on waiting lists for various courses

School	2nd	3rd	4th	5th	8th	12th	Total
AIMS College Prep Middle School					5		5
American Indian Public Charter School II	20	18	41	41	0		120



# COVID Practices at AIMS

## Overview of COVID-19 safety measures implemented at AIMS

We continue to follow the guidelines set forth by the California Department of Public Health as well as Alameda County Public Health Department.

We have stated to everyone that masks are preferred/optional.

Staff, and students received over the counter tests for them to test themselves prior to the beginning of the school year and ensure a for a safe return to school.

Handwashing sinks are at the front of the school for students to wash their hands prior to entering the building.

Masks are also available.

We continue to disinfect and keep the school clean.

# Reports and Key Deadlines

- **August 25, 2023:** CALPADS End of Year Reporting
- **August 31, 2023:** Attendance Report for Month 1B (7/31/23-8/25/23) and Student Exit Report due on Epicenter.
- **September 15, 2023:** Oversight documents due in Epicenter. For a full list of all documents due, [see here](#).
- **September 28, 2023:** California School Dashboard Local Indicators

# Professional Development Boot Camp

Health & School Support Services presented during bootcamp.

We presented procedures that would support teachers and staff during the school year.

Topics covered included the following: Teacher Credential Support, TB Testing, Enrollment, Student transfer request, PowerSchool, Attendance Taking, ParentSquare, Facilities & Maintenance, Van Usage, Facility use Permit, Technology, Ringcentral.

A technology training was given to teachers on how to use equipment in the classroom as well as printers.

There was a training given to staff that will be supporting with attendance.

# Health & School Support Services

- Manage and implement district enrollment
- Manage student data platforms CALPADS (California Longitudinal Pupil Achievement Data System), Powerschool/Illuminate, ParentSquare, Primary.Health, Ringcentral etc.
- Oversee staff to ensure integrity and accuracy tracking of student data, attendance and retention.
- Support the district with EL and SpEd records
- Manage facilities and maintenance of all school sites
- Manage ASES, Facilities Grant
- Asset Management
- Technology Upgrades
- Provide data for local/county/state/federal reports
- Support schools with various plans such as LCAP, SPSA, Measure G1, Safe School Plan
- COVID-19 Policies
- COVID-19 Testing and tracking

# Health & School Support Services Staff



**Marisol Magana- Director**

- School Operations Process Management
- Creating policies/procedures
- Federal/State/County/District Reporting
- Managing CALPADS, PowerSchool, ParentSquare
- Oversee district enrollment
- Oversee Facilities Grants
- Oversee Respiratory Illness Policies



**Alexander Lee- Technology Coordinator**

- Technology Inventory
- Technology Policies and Procedures
- Technology Equipment and Software Purchasing
- Network Management
- Maintaining and Repairing Computer and technology equipment
- General Technology Troubleshooting



**Mayra Contreras - Enrollment Analyst**

- District enrollment - New and Returning Student
- Managing Schoolmint and PowerSchool
- K-8th - Class enrollment PowerSchool
- PowerSchool data updates
- Cumulative records requests
- Attendance Reports Coordination



**Suzanne Garrett - Credential Analyst**

- Maintain Educator Credential database
- Manage and monitor credential issuance
- Submit Educator Permits to CTC, monitor credential assignments
- Full support for Teacher Education program advisement and Credential renewals

# Health & School Support Services Staff



## **Vinson Ma - Central Office Clerk**

- Supporting with data reporting
- Supporting with enrollment
- Supporting with technology

## **TBD - Facilities Coordinator**

- Manage facilities (Janitorial & Maintenance)
- Prepare and submit prop-39 application
- Prepare and submit Facilities Grants
- Emergency Evacuation Drill Coordination
- Safe School Plan
- Facilities Inspection Tool
- Williams Monitoring - Facilities

## **TBD - Health Coordinator**

- Student immunization
- Medication support
- TB Monitoring and Reporting
- CPR Monitoring and reporting

# Accomplishments and Future Goals

## Accomplishments

We had the Williams Monitoring Facility site visit for AIMS College Prep High School, AIMS College Prep Middle School and American Indian Public Charter School II. The site visit went very well and we received high scores for both school sites.

## Future Goals

- Proactively monitoring teacher assignment to meet LCAP credential metrics
- Maintaining accurate technology inventory
- Well maintained and clean facilities
- Supporting families with enrollment and re-enrollment
- Submit reports accurately and in a timely manner
- Continue to seek professional development opportunities for all team members to support in their professional growth and development

# Additional Information

- **August 31, 2023:** Williams Monitoring Instructional Material Site Visit for AIMS HS
- **September 1, 2023:** CPR/First Aid Training #1 for AIMS Staff
- **September 6, 2023:** Williams Monitoring Instructional Material Site Visit for American Indian Public Charter School II



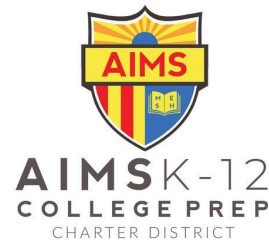
# **Thank you!!**

**If you have any questions about this presentation please  
contact the department at [HSSS@aimsk12.org](mailto:HSSS@aimsk12.org)**

# AIMS K-12 College Prep Charter District Board Report

**August 2023**

Natalie Glass  
Director of Schools



# INTRODUCTION



- 8th Year at AIMS
- Started working with AIMS in 2016 as a first grade teacher. Looped with my students to second and third grade.
- Worked with Middle School for 3 years as Dean of Students, Co- Head of School, and Head of Division for Academics.
- Served as Head of School for Elementary
- Served as Head of School K-8
- Currently serving in my new role as Director of Schools
- I have the honor of being an AIMS parent of a 8th grade student that began his time at AIMS in 1st grade.

As Director of Schools K-12, I am able to oversee the overall administration, management, and educational excellence of our school district, bridging school wide initiatives, and collaborate with various departments to maintain the high level of integrity and academic rigor that AIMS is reputable for.

# MEET the TEAM



Head of Division for  
Academics Elementary

**Ms. Axia Vang**  
**6th Year at AIMS**  
I have taught kindergarten all 5 years.  
Worked with AIMS K-5th as lead teacher and  
Teacher on Special Assignment.  
Enjoy working with students, teachers,  
parents, AIMS staff, and administrators.  
Super excited to work with all incoming  
families and students.  
I look forward to working with all students  
to create a path in education where they all  
can thrive and become 21st century  
learners.



Head of Division for  
Academics  
Middle School

**Ms. Zubida Bakheit, M.Ed.**  
**5th Year, AIMS MS**  
Techbridge Girls Teacher  
I beginning at AIPHS as IA for  
ELD/SPED & transitioned to AIMS MS  
where I taught and lead 6th-8th Math /  
Science. It's an honor to work with  
outstanding AIMS leaders, teachers,  
parents and students to close the  
achievement gap and to serve our  
community with integrity.



Head of Division for Academics  
High School



Dean of Students,  
Elementary

**Mr. Andrew Hampton**  
Started as a substitute teacher  
5th year at AIMS  
Taught 3rd and 4th grade multiple subjects  
Middle School Athletic Director  
Coaches MS Flag Football and MS Basketball  
One of my goals is to reinforce positive school  
culture and climate, building positive  
professional relationships  
w/ students, staff and families



Dean of Students,  
Middle School

**Mr. Mikael Wooten**  
8th year in Education  
1st year at AIMS  
Oakland Native  
Taught Physical Education  
Middle School Dean of Students  
High School Athletic Director  
Build positive relationships with  
our students, families and staff



Dean of Students,  
High School

# Welcome New AIMS Employees

Our K-12 Admin Team along with the Compliance and Health and School services Department worked diligently over the summer to ensure the staffing of our sites. We've partnered with SWING subs to provide coverage for our vacant classrooms until candidates are fully onboarded.

## New Hires

1. Second Grade Teacher- Tara Seo
2. Kindergarten Teacher- Maria Sacramento
3. Kindergarten Teacher-Genesis Chavez
4. PE Teacher- Coach Uzoma
5. Fifth Grade Teacher- Lavonna Johnson
6. Third Grade Teacher- Raymond Ly
7. MS Dean of Students- Mikael Wooten
8. MS Admin Assistant- Arezu Yaqubi
9. MS Instructional Aide- Earl Campbell
10. HS Biology Teacher- Daija Lovejoy
11. HS World History Teacher- Rohit Krishnan
12. HS English Teacher- Tanzeen Ahamed
13. HS US History Teacher- Jordy Alonso
14. HS Art Teacher- Hershey Bautista
15. SAT Prep Teacher- Elizha Mendoza
16. HS Academic Counselor- Thunder Aung
17. Student Activities Coordinator- Melissa Bailey
18. HS Campus Supervisor- Mykael Hardy
19. MS Campus Supervisor- Lionel Andrews

## Vacancies

- HS Environmental Science Teacher (onboarding)
- HS Chemistry Teacher (onboarding)
- HS Mandarin Teacher (onboarding)
- HS English Literature-Vacant
- HS Algebra II- Vacant
- HS Admin Assistant (onboarding)
- First Grade Teacher
- Kindergarten Teacher (onboarding)
- Fifth Grade Teacher-Vacant
- Third Grade Teacher-Vacant
- ES Music Teacher- (onboarding)
- MS 6th English/History (onboarding)
- MS 8th English/ History (onboarding)
- MS 6th Math/Science (onboarding)

# August/September ACTIVITIES

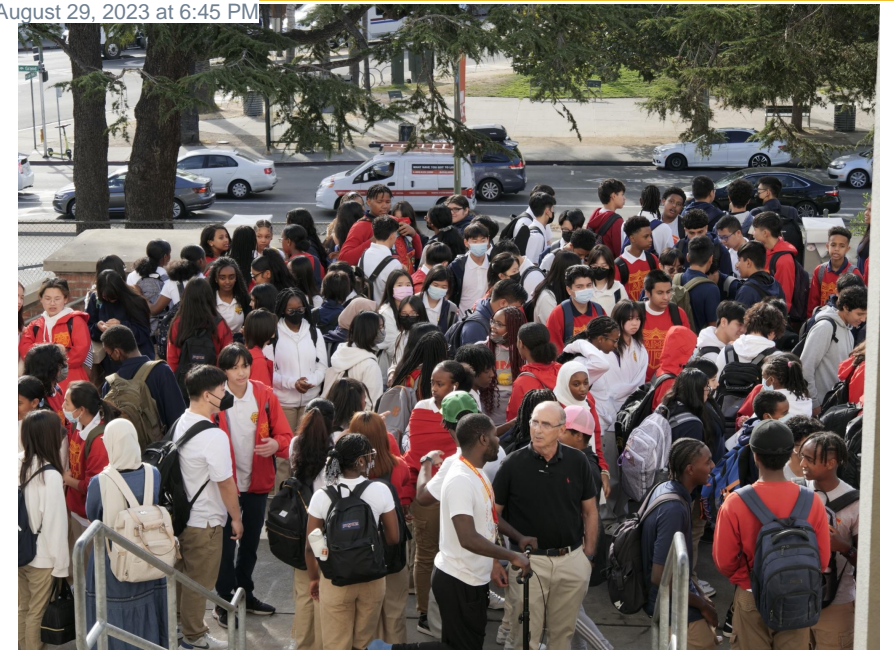
- Family Orientation - All sites hosted virtual and in person family orientations, teachers hosted a “meet and greet” with families
- Uniform Distribution
- Grade Level Assemblies
- Back to School Night
- SGA Elections
- HS Parent Engagement Group
- Back to School Extravaganza
- School Site Council Elections
- Wellness Committee





# New Initiatives

Monthly Assemblies  
Quarterly Student Recognition Assemblies  
Anti-Bullying Program  
SEL Curriculum: Character Strong  
Extended Learning Opportunities Program



# ROLES and CONTRIBUTIONS

Ms. Vang - Head of Academics for AIMS College Prep Elementary School

- responsible for leading staff, teachers, and student performance for academic excellence
- responsible for developing teaching strategies, teacher observations and evaluation, academic core curriculum aligned with Common Core State Standards
- Oversee curriculum implementation
- Provide leadership for staff and teachers by establishing professional learning opportunities and professional development
- foster positive relationships with colleagues, students, parents and school community
- monitors the quality of teaching in the school and to ensure that it is of the highest possible standard
- Coordinates examples of good practice and to enable teachers to share exercises, programs of study etc. across departments.

Ms. Bakheit Head of Academics for AIMS College Prep Middle School

- Direct Responsibility
- Ensure educational success through the organization and implementation of curriculum and its assessment
- Develop and ensure the quality of teaching and learning
- Create a culture of constant improvement within a collaborative professional learning environment
- Teacher I am fortunate to live and work in Oakland, California where the diverse presence of our community is reflected in the school and students we serve. As an educator, I am committed to providing all my students with a global education that will equip them with the skills and knowledge needed to thrive in an increasingly interconnected world. As the world continues to integrate technology and the change of systems, it is increasingly important for students to learn to think critically and to solve complex problems through



# CALL to ACTION

- Teacher Recruitment
- Academic Excellence
- Positive School Climate and Culture
- Parent Engagement
- Communicating w/ AIMS Community

# Program Compliance Board Report

August 2023

Program Compliance Director Tiffany Tung



Powered by BoardOnTrack

# Professional Development Initiatives

The Compliance department provides access to training materials as well as sessions that ensure compliance with federal, state and local regulations. The training sessions provide employees with information that allows AIMS K12 to appropriately administer, track and record mandated and/or specialized knowledge in a well-structured learning environment.

Compliance provides trainings for employees as well as school site leaders. The following key areas of focused training will occur with school site leaders:

- Federal Time Accounting
- School Site Council training
- Federal, State and local resource/categorical funding requirements
- PayCom workflow updates pertaining to DOJ, VOE, SALARY Rollover, PAF Approval workflow updates, employee file updates
- Various employee trainings are provided through the Vector Solutions training platform.

## Trainings Provided August 1, 2023

Compliance department provided a district wide training covering key objectives of how compliance will support internally and externally within the AIMS organization. The training covered the following:

- Paycom training guidance [Hiring Manager Step By Step Initiate Self Onboarding Checklist](#) [ESS Employee Self Service Step By Step](#)
- How Compliance will work with School Site Plans to ensure compliance with local, federal and state regulations for unrestricted and restricted resources.
- Time accounting (Personnel Activity Report)/ Semi Annual Certification - documentation from school site employees to ensure that the district is properly charging salaries and wages to federally funded programs.
- Mandated Trainings - New employees must be trained within 6 months of hire to be aligned with California employment law. [Vector Training Management Step By Step Guide](#)
- Point of Sale - Tracking system to ensure meals are reported accurately to ensure federal and state reimbursements.
- National School Lunch Program (NSLP) is carried out compliantly with federal and state laws.
- Spendwise PO All purchase orders, reimbursements, travel expenses must be indicated in plan narratives and attached to the purchase order
- Staffing compliance reviews policy and procedures for compensation, documentation, site plan alignment and record keeping

# Professional Development Initiatives

Providing Professional Development and Trainings will be the key element in maintaining a successful AIMS K-12th year and ensuring a successful organization. These trainings will ensure that employees are have the necessary knowledge and skills to carry out their job duties safely, effectively and compliantly. The structure that has been established will help to mitigate risks, reduce audit findings, increase efficiency and improve employee morale.

# Training Initiatives

## Compliance Training Offerings

- Nutritional Services Mandated Training
- Beginning of the Year Vended Meal Model
- California CEP
- Food Handlers
- CDE Civil Rights
- Productions Records
- Mealtime POS
- Bootcamp Compliance District Training
- SSC/Plan Training/Monitoring
- Federal Time & Accounting
- Vector Employee Mandated Training/Sexual Harassment

Providing Hiring manager/employee trainings will be the key element in maintaining a successful AIMS K-12th year and ensuring a successful organization. These trainings will ensure that employees are have the necessary knowledge and skills to carry out their job duties safely, effectively and compliantly. The structure that has been established will help to mitigate risks, reduce audit findings, increase efficiency and improve employee morale.



# Collaborative Hiring & Onboarding

## Compliance Departments Role in hiring and onboarding process

- Ensures PayCom aligns with processes and procedures
- Collaborates with departments to create a more transparent hiring and onboarding process
- Verifies federal and state laws and mandates are included in the hiring and onboarding process
- Reviews and verifies applicant documentation aligns with federal and state laws
- Aligns compensation schedules with job descriptions and applicant experience
- Verifies Department of Justice results with AIMS K12 policies
- Manages offer letter and employee contract distribution and record keeping
- Provides resources and training to assist with the self onboarding process
- Ensures that the district operates in a consistent and ethical manner that aligns with compliant local, state and federal regulations.
- Elevates and improves the effectiveness of process flows, controls and business practices.
- Established compliance standards and designs improvements to internal controls and structures within Paycom HRIS system.

## Successful collaborations Compliance has been successful in:

- PayCom implementation training
- BootCamp Professional Development
- Mandated Reporter Training
- NSLP Training

# Compliance & Regulatory Work

- Compliance schedules, monitors and documents all required local, state and federal training requirements .
- A requirement for the use of federal funds for salaries, time accounting certification records must be maintained and collected.
- Staffing compliance reviews policy and procedures for compensation, documentation, site plan alignment and record keeping <https://www.cde.ca.gov/fq/ac/ff/>
- In accordance with best practices with CDE, school site plans are reviewed and aligned with programmatic, strategic and fiscal plans

All school site plans are specific to local, federal and state requirements. Compliance verifies that the requirements are documented and accounted for. All plans must be submitted with request aligning with expenditures from the specific resource. Compliance meets with Leadership once a month to review requirements.

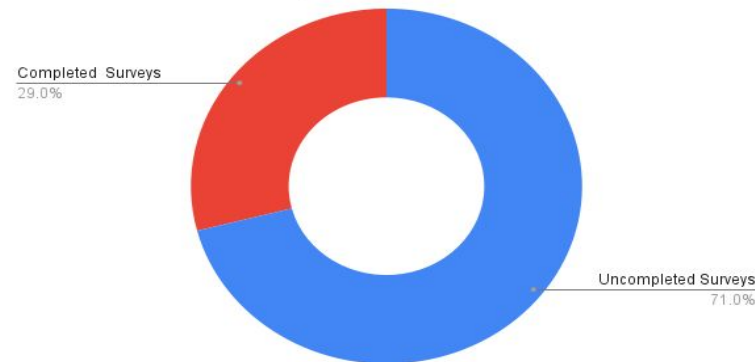
- LCAP - The LCAP is a tool for local educational agencies to set goals, plan actions and leverage resources to meet goals to improve student learning. (Compliance LCAP Resource FY23-24)
- SPSA - Single Plan for Student Achievement - a required plan for schools that participate in any state or federal program in the consolidated application (ConApp) The plan, which is developed by the school site council, must describe how the school will spend the funds received through the consolidated application to improve student achievement.
- ESSER III Plan - The ARP Act, requires LEAs that receive ESSER III funds to complete a plan that address the academic impact of lost instructional time as well as respond to the Safe Return to in person instruction.
- Title III MOU - student data is used in the analysis of teachers, subject and supports needed.
- Measure G1- is a Parcel collect from Oakland residents to support Middle School enrichment.
- ELOP



# Achievements & Metrics

- Every form counts as these determine AIMS 2023-2024 Title I funding and totals for each sites FRL percentages for the majority of reports throughout this school year.
- Data provided from the Family Income Surveys is important in order to continue receiving various sources of Title I funding. Without this information, AIMS K-12 College Prep Charter District could lose important state funding for educational programs that our students are entitled to.
- Participation is essential in order for us to provide the CDE with the information they need and ensure AIMS K-12 College Prep Charter District will continue to receive critical state funding for these educational programs.
- In order to accommodate families with language barriers, AIMS Income Surveys are now offered in five different languages.
- Staff has been educated and trained to provide more in-depth information to families regarding the importance of income surveys and how it affects our Title I funding.

# of AIMS Income Surveys Submitted

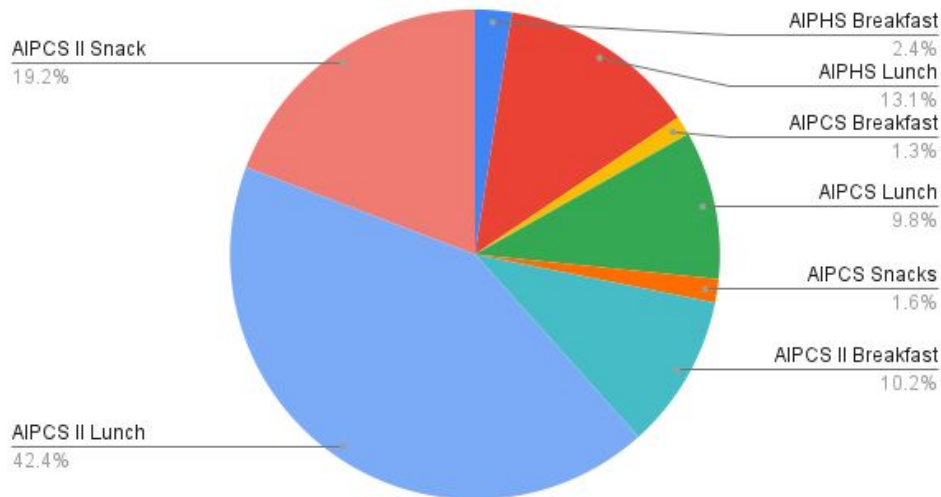


- During school site events, staff has met with every family that attended to assist and ensure that the income surveys are completed correctly.
- Our communication team has promoted the surveys to families via Parentsquare, and has posted information on our school website to increase the accessibility of completing the surveys.

*Goal: We project to reach 100% completed Income Surveys for 23-24 school year.*

# Achievements & Metrics

## # of Students Participating in the Nutrition Program



*Goal: We aim to increase our participation rate for each service provided to students.*

- 4 Food Service Clerks have been hired to solely focus on our Nutrition Program to support our program.
- Provided feedback to our vendor regarding increasing meals options and providing more variety.
- Increased the variety of entree options to 4-5
- New menu options are offered for breakfast and lunch service.

# Achievements & Metrics

- Blue shows the percentage of employees who have completed both training
  - 58.6% of employees have completed both
- Red shows the percentage of employees who have not completed any training
  - 36% haven't completed none
- Green shows the percentage of employees who have only completed 1 of 2 training
  - 5.4% only completed 1 of 2
- We have sent out emails to employees to complete the trainings with reminders
  - Notifying them of their username and how to log into Vector with the link
- We have created employees an account on Vector (new hires as well)
  - Assigned them the mandated training (sexual harassment and child abuse and neglect)



# Achievements & Metrics

- There were 19 employees hired from July 1 - August 22, 2023.

10 Teachers, 2 Food Clerks, 1 Data Analyst, 1 Dean of Students(middle school), 1 Student Activities Coordinator, 1 Administrative Assistant, 1 SpEd Instructional Aide and 1 Academic Counselor

- Link to the spreadsheet from Paycom

## [NEW HIRES JULY 1 - AUGUST 22, 2023](#)

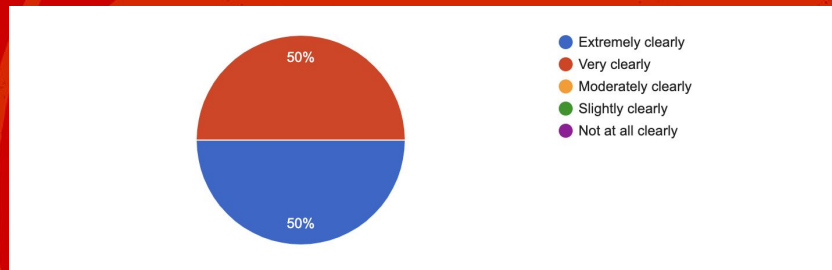
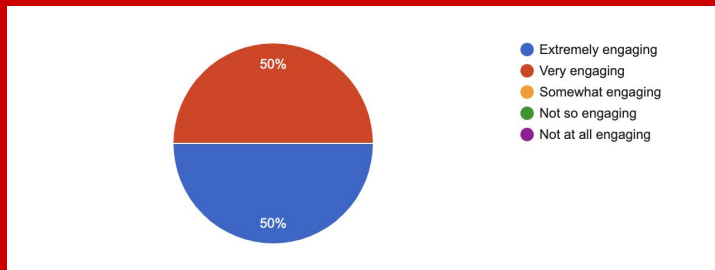
## [Pending Hires](#)

### Total Pending Hires:

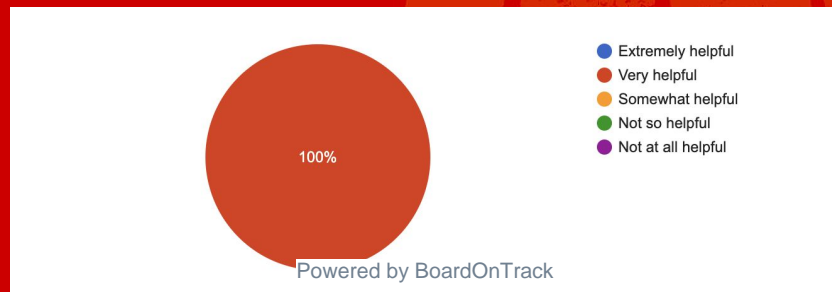
- 4 candidates are in the hiring process
- 5 candidates have been offered a position

# Employee Feedback

A survey was conducted during AIMS boot camp however a minimal amount of staff completed the survey. Below are the results:



Overall positive feedback that has been received has been through email communications from staff stating appreciation for the support of the Compliance Department.





# Future Direction & Ongoing Projects

- Finalizing extended contracts/extra duty workflow process in PAYCOM (HRIS) system.
- Providing series of training for hiring managers around federal time & accounting requirements.
- Providing training for SSC/Plans ensure meeting requirements are being met. School site plans are reviewed and aligned with programmatic, strategic and fiscal plans.
- Survey employees regarding job satisfaction, skill development & career progression.
- Streamline Paycom hiring process to ensure smooth integration of new hires.
- Create process for PAF for extended contracts to ensure smooth transition for workflow and approval process.

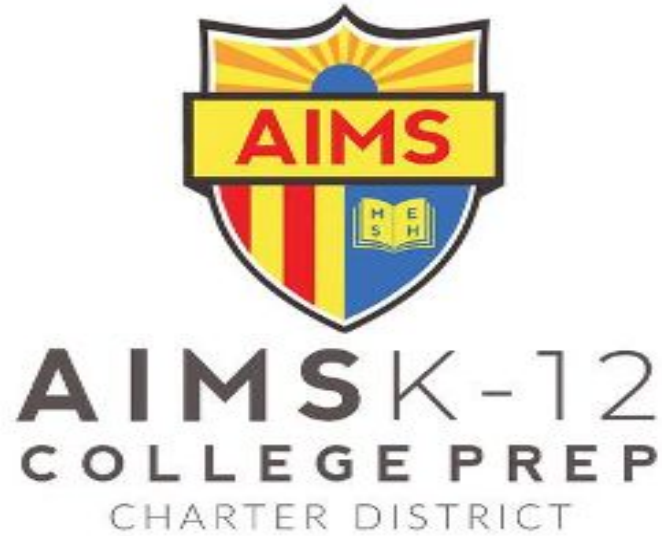
The goal is that these ongoing projects/activities will support the organization's growth and objectives. Compliance will continue to commit to continuous improvement and excellence.

# Q&A

Thank you!







**Office of the Ombudsman  
Board Presentation August 29, 2023**

**Eric Haar - Ombudsman**  
[eric.haar@aimsk12.org](mailto:eric.haar@aimsk12.org)  
[ombudsperson@aimsk12.org](mailto:ombudsperson@aimsk12.org)

# Mission

The Office of the Ombudsman works independently as an intermediary to provide individuals with a confidential avenue to address complaints and resolve issues at the lowest possible level.

The Office proposes policy and procedural changes when systemic issues are identified.

# Ombudsman Department

**Eric Haar**

Ombudsman

[eric.haar@aimsk12.org](mailto:eric.haar@aimsk12.org)

[ombudsperson@aimsk12.org](mailto:ombudsperson@aimsk12.org)

**Delicia Moghadam**

Employee Relations Coordinator

[delicia.moghadam@aimsk12.org](mailto:delicia.moghadam@aimsk12.org)

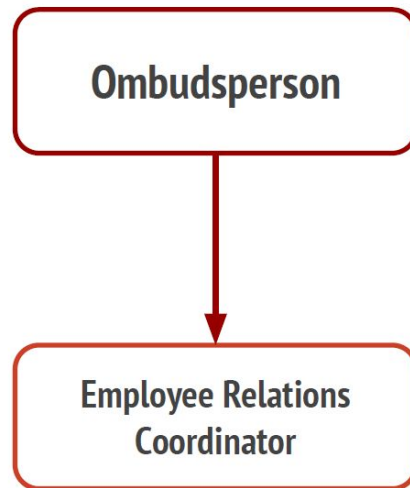
[employeesupport@aimsk12.org](mailto:employeesupport@aimsk12.org)

# Parent Outreach Efforts

- Attended new student orientation for all grades  
(in person for HS and virtually for ES and MS)
- Reminders to be sent through Parent Square

# AIMS Organizational Chart

## OFFICE OF OMBUDSPERSON



# How can the office of the Ombudsman help you?

## Eric

### 13 years of HR experience

Responsible for handling of complaints, grievances and investigations into allegations of malfeasance, retaliation, discrimination and harassment.

Title IX coordinator

## Delicia

### 20+ years of HR experience

Assists with employee questions and concerns regarding benefits, pay, all leaves of absences

Verifications of employment

Unemployment, Garnishments, Child Support

Workers Compensation Claims

# UNIFORM COMPLAINT PROCEDURES (UCP)

[AIMS Uniform Complaint Form](#)

[AIMS Uniform Complaint Procedures](#)

[Contact AIMS District Ombudsperson](#)

WE ARE STRONGER TOGETHER, AND TOGETHER WE ARE



**Uniform Complaint  
Procedures (UCP)**





[HOME](#)
[ABOUT](#)
[SCHOOLS](#)
[FAMILIES](#)
[EVENTS](#)
[ADMISSIONS](#)
[CAREERS](#)
[STAFF](#)
[CONTACT](#)



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AIMS prohibits unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55 or equity or compliance with Title IX, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610). Complaint forms are available on the district webpage at [ucp.aimsk12.org](http://ucp.aimsk12.org). You may contact the AIMS Ombudsperson via email at [here](#).

**Conflict Resolution:** The Ombudsman serves as a neutral and impartial party to help resolve conflicts between various members of the school community. By facilitating open communication and finding mutually acceptable solutions, the office reduces tensions and promotes healthy relationships.

**Improved Communication:** The Ombudsman acts as a bridge between different parties, helping to improve communication channels. This leads to better understanding, fewer misunderstandings, and a more collaborative atmosphere.

**Fairness and Equity:** The Ombudsman ensures that all individuals are treated fairly and equitably, addressing concerns related to discrimination, bias, or unequal treatment. This fosters a sense of inclusivity and belonging for everyone.

**Confidentiality and Privacy:** The confidential nature of the Ombudsman's role encourages people to speak openly about their concerns without fear of retaliation. This confidentiality builds trust and encourages individuals to seek resolution without hesitation.

**Prevention of Escalation:** By addressing issues at an early stage, the Ombudsman helps prevent conflicts from escalating into larger and more disruptive problems. This proactive approach supports a harmonious school environment.

**Empowerment:** The Ombudsman empowers individuals by helping them understand their rights, responsibilities, and available options. This empowerment leads to informed decision-making and better self-advocacy.

**Student Success:** A positive academic success and overall well-being. When students feel heard and understood, they are more likely to thrive academically and emotionally.

**Parent-Teacher Collaboration:** The Ombudsman facilitates better collaboration between parents and teachers by addressing concerns and facilitating productive discussions. This collaboration enhances the educational experience for students.

**Continuous Improvement:** The Ombudsman's office collects feedback and data on recurring issues, enabling the school administration to make informed decisions for continuous improvement and policy development.

**Enhanced Reputation:** A school that prioritizes conflict resolution and open communication through the Ombudsman's office gains a positive reputation for its commitment to a respectful and inclusive community.

**Reduced Litigation Risk:** By providing an alternative avenue for resolving disputes, the Ombudsman's office can help reduce the likelihood of legal disputes, saving the school time, money, and reputation.

**Teacher Morale:** Teachers benefit from a supportive environment where their concerns are addressed, leading to higher job satisfaction and retention rates.

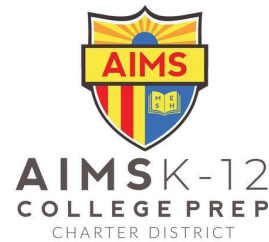
**Cultural Competence:** The Ombudsman can promote cultural competence by addressing cultural differences and sensitivities, helping the school community navigate diverse perspectives.

**Long-Term Positive Culture:** Over time, the presence of the Ombudsman's office can contribute to a positive and respectful school culture that prioritizes open dialogue, empathy, and cooperation.

# Understanding Special Education at AIMS

## August 2023

Deborah Woods



# Overview of Special Education Students

THIS YEAR

August 2023	IEPs	504	SST Review
AIPCS II	25	3	4
Middle	13	11	6
High	15	8	2
TOTALS	53	22	12

COMPARED  
TO

LAST YEAR

Sept 2022	IEPs	504	SST Review
AIPCS II	21	5	1
Middle	17	5	2
High	17	6	2
TOTALS	55	16	5

# Performance on State Testing

Students w/ Disabilities	ELA Proficient	Math Proficient	General Ed	ELA Proficient	Math Proficient
<b>AIPCS II</b>	33%	46%	<b>AIPCS II</b>	60.33%	58.83
<b>Middle</b>	14%	0%	<b>Middle</b>	38%	41.66%
<b>High</b>	0%	0%	<b>High</b>	66%	58%

# Professional Development at Boot Camp

## **Topic: Implementation of the IEP**

Presented by SpEd Consultant Alison Rose

### **Content Covered:**

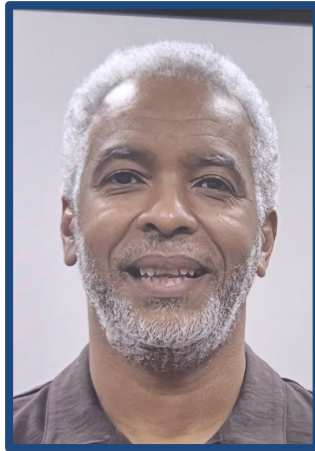
- \*Review of the IEP at a Glance format**
- \*Curricular Adaptations**



# Introducing: Special Education Staff



**Ms. Jill Gregerson**  
K7 Education Specialist



**Mr. Jack Stanley Correia**  
Psychologist



**Mrs. Natasha Kennard**  
K12 Social Emotional Counselor



**Ms. Shannon Perez**  
Speech and Language  
Pathologist



**Ms. Julia Li**  
Special Education Compliance  
Manager



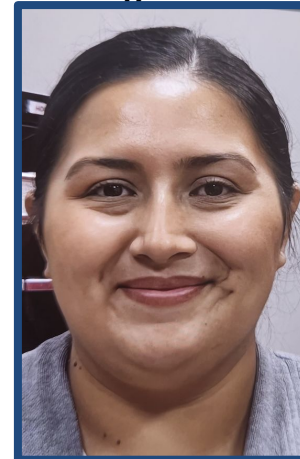
**Ms. Tanya Nelson**  
7-12 Education Specialist



**Ms. Taylor Noel**  
Special Education IA



**Mr. Anthony Castellano**  
K12 Social Emotional Counselor



**Ms. Cecelia Moreno**  
Speech IA



**Ms. Deborah Woods**  
Director of Special Education

# Individualized Education Plans (IEPs)

## What is an IEP?

A written document describing the educational program designed to meet a student with disabilities' unique needs that is developed for each public school child who is eligible for special education. The IEP is created through a team effort and reviewed at least once a year.

### IEP Process

#### 15 Days

##### Referral

- o By parents, guardians, teachers, doctors, agencies, or others who are familiar with the child

##### Problem Solving Team

- o Respond to reason for referral
- o Document response to pre-referral intervention
- o Continue intervention; If appropriate, refer to multi-disciplinary team member for next steps

#### 15 Days Minimum

##### Informed Consent

- o Meet or Call Parent to explain:
- o Notice of Parent Guardian Rights and Procedural Safeguards
- o Prior Written Notice (PWN) & proposed assessment plan

##### Assessment Plan

- o Describe reason for assessment
- o Identify areas to be assessed
- o Check type of tests or procedures to be used
- o Obtain parent guardian permission to assess
- o Note who will conduct assessments

#### 60 Days

##### Receipt of Parent Guardian Consent

- o Assessment begins when parent guardian permission is received

##### Multidisciplinary Assessment Begins

- o Assess in all areas of suspected disability, such as:
  - Academic or Pre-Academic Achievement
  - Social, Emotional, and/or Adaptive Behavior
  - Psychomotor Development • Communication Development
  - Vision/Hearing
  - Intellectual Development
  - Vocational/Career Development
  - Other (e.g., audiological, health, independent evaluation, etc.)

##### IEP Team Meeting

- o Provide Notice of Meeting
- o Provide Notice of Parent Guardian Rights and Procedural Safeguards
- o Discuss present levels of performance
- o Determine eligibility for special education services
- o Identify impact of disability on educational performance

# Supporting Inclusion to the Fullest Extent Possible.

## Ability Awareness Campaign



**District:** Monthly newsletters to include information about different disabilities.

**Staff:** Professional Learning Community trainings and simulation activities.

**Students:** Grade Level assemblies and activities to promote acceptance.

# Questions or Clarifications?

# THANK YOU!

# Coversheet

## TITLE III MOU

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	A. TITLE III MOU
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Title III MOU 2023-2024 (1).pdf

## **Memorandum of Understanding**

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

English Learner Student Program Subgrant Consortium

### **Memorandum of Understanding, 2023-2024 School Year**

This Memorandum of Understanding represents the agreed-upon program, services and products to be provided to English learner (EL) students in the AIMS K12 College Prep District during the **2023-2024** school year. The AIMS K12 College Prep will act as lead local educational agency (LEA) and member. The consortium shall be named the AIMS K-12 College Prep.

The AIMS K-12 will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports, maintain fiscal records, and is the only agency entitled to up to two percent of the total consortium allocation for direct administrative costs. The Consortium will plan to expend all Title III funds during the 2023-2024 grant year. AIMS K12 College Prep must continue to serve as the fiscal agent for the Consortium for the duration of the 27-month grant period or until all the funds are expended, whichever comes first. After that time, the California Department of Education (CDE) will bill the AIMS K12 College Prep for any remaining balance.

According to our estimates, the Consortium collectively enrolled 259 EL students, which results in a subgrant amount of approximately **\$32,413.85**. In its role as the lead LEA, the AIMS K12 College Prep will support a total amount of programs, services, and products as indicated below:



Approved by AIMS DELAC 6/2/2023

Pending board approval

Program/Service/Product	Approximate Cost	Delivery Date	Provided By
JAMF Subscription (2)	\$170 AIPCS I	12/15/23	Technology Coordinator
Language Line Translations (10+ hours), Multilingualism PD 2000.00 (1, 4)	AIPCS I \$4210.25	8/15/23	ELD Coordinator, Business Office
Language Line Interpreting (2000 minutes) (4)	\$7984.00 AIPCS II	12/15/23	ELD Coordinator, Business Office
Supplementary experiential programs/field trips for ELs (2)	\$5487.90 AIPCS II	12/15/23	ELD Coordinator, Business Office
Language Lounge Student Program and Adult ESL Supplies (4)	\$3,000.00 AIPCS II	7/31/23	ELD Coordinator, Business Office
Supplemental ELD Curriculum K-8 (3)	\$1800.00 AIPCS II	7/31/23	ELD Coordinator, Business Office
Datawork-ELD Curriculum renewal for ELs (3)	\$125.00 AIMS HS	7/22/23	ELD Coordinator, Business Office
Supplemental ELD Curriculum HS (3)	\$9636.70 AIMS HS	7/22/23	ELD Coordinator, Business Office
<b>Total Consortium Grant allocation</b>	<b>\$32,413.85</b>	<b>N/A</b>	<b>N/A</b>

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

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

AIMS HS (78 EL) = 9761.70

Professional development \$0.00

Program activities \$0.00

English Proficiency and Academic Achievement \$9761.70

Parent/family/community engagement \$0.00

AIMS MS (35 EL) = 4380.25

Professional development \$2000.00

Program activities \$170.00

English Proficiency and Academic Achievement \$0.00

Parent/family/community engagement \$2210.25

AIMS Elementary (146 EL) = 18,271.90

Professional development \$0.00

Program activities \$5487.90

English Proficiency and Academic Achievement \$1800.00

Parent/family/community engagement \$10,984.00

TOTAL 32,413.85

# Coversheet

## 2023-2024 Contract Submission

**Section:** IV. Consent Calendar  
**Item:** B. 2023-2024 Contract Submission  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

2023-2024 Contract Submission for Board Approval.pdf (1).pdf

2023-2024 Contract Submission for Board Approval - EMPLOYEE CONTRACTS FY23-24 (1).pdf



## AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

FY23-24 EMPLOYEE CONTRACTS												
POSITION CODE	OBJECT	LOCATION	CLEARING	PROGRAM/PMNT	EMPLOYEE	FY23-24 Position Title	ASSIGNMENT	FTE FUNDED	FY23-24 SALARIES	Position Type	11/12 MONTH	
HITC0001	1100	40	1400	000	Abshar, Norman	Teacher	C(A-G)	1.00	\$68,678.00	Certificated	11 MONTH	
HITC0001	2400	40	0000	000	Alexandre-Chavez, Erla	K12 Clerk	Clerk III	1.00	\$35,315.14	Classified	12 MONTH	
HITC0005	1100	40	1400	000	Aleisco Leora, Jordy	Teacher	N(A-G)	1.00	\$61,882.00	Certificated	11 MONTH	
PETC0004	1100	30	3213	305	Amuchie, Uzoma Paul	Teacher	Physical Education	1.00	\$61,882.00	Certificated	11 MONTH	
FDSRV002	2200	40	0000	230	Jones, Andrea	Food Service Clerk	Program Compliance	0.75	\$35,424.00	Classified	11 MONTH	
ELDTCH0002	2100	20	3213	320	Arrowsmith, Tracy	Academics & Data	ELD TEACHER	0.25	\$64,708.00	Classified	11 MONTH	
ELDTCH0002	2100	30	0000	320	Arrowsmith, Tracy	Academics & Data	Academics & Data	0.24	\$64,708.00	Classified	11 MONTH	
ELDTCH0002	2100	30	0000	305	Arrowsmith, Tracy	Academics & Data	ELD TEACHER	0.51	\$64,708.00	Classified	11 MONTH	
ACOUNS0001	1200	20	3213	000	Aung, Thunder	Academic Counselor	Middle School Support	0.10	\$76,695.83	Certificated	12 MONTH	
ACOUNS0001	1200	30	3213	305	Aung, Thunder	Academic Counselor	Elementary Support	0.05	\$76,695.83	Certificated	12 MONTH	
ACOUNS0001	1200	30	3213	320	Aung, Thunder	Academic Counselor	Middle Support	0.05	\$76,695.83	Certificated	12 MONTH	
ACOUNS0001	1200	40	0000	000	Aung, Thunder	Academic Counselor	High School	0.80	\$76,695.83	Certificated	12 MONTH	
MIDTCH0004	1100	20	1400	320	Babikir, Ammnah	Teacher	6th English History	1.00	\$62,808.00	Certificated	11 MONTH	
STACT0001	1300	30	0000	320	Bailey, Melissa	Student Activities Coordinator	Student Activities Coordinator	0.49	\$80,037.30	Certificated Management	12 MONTH	
STACT0001	2400	20	3213	320	Bailey, Melissa	Student Activities Coordinator	Middle School Support	0.10	\$70,000.00	Classified	12 MONTH	
STACT0001	2400	30	3213	305	Bailey, Melissa	Student Activities Coordinator	Student Activities	0.05	\$70,000.00	Classified	12 MONTH	
STACT0001	2400	30	3213	320	Bailey, Melissa	Student Activities Coordinator	Student Activities	0.05	\$70,000.00	Classified	12 MONTH	
HOD0001	1300	20	1400	000	Bakheit, Zubida	Head of Division	Middle School Support	0.51	\$97,849.35	Certificated Management	12 MONTH	
HOD0001	1300	30	0000	000	Bakheit, Zubida	Head of Division	Head of Division	0.49	\$97,849.35	Certificated Management	12 MONTH	
CEILD0001	1200	20	0000	180	Banihashemi, Adria	ELD Coordinator	Academics & Data	0.17	\$71,050.00	Certificated	11 MONTH	
ELDCO0001	1200	30	0000	180	Banihashemi, Adria	ELD Coordinator	Data & Academics	0.34	\$71,050.00	Certificated	11 MONTH	
ELDCO0001	1200	30	0000	180	Banihashemi, Adria	ELD Coordinator	Data & Academics	0.16	\$71,050.00	Certificated	11 MONTH	
IA0003	2100	30	0000	305	Barbera, Cynthia	Instructional Aide	Elementary Support	1.00	\$47,104.20	Classified	11 MONTH	
ARTCH0002	1100	40	1400	000	Bautista, Hershey	Teacher	G(A-G)	1.00	\$63,064.00	Certificated	11 MONTH	
MIDTCH0013	1100	30	3213	320	Beh, Shirley	Teacher	8th Math/ Science	1.00	\$64,971.00	Certificated	11 MONTH	
MIDTCH0012	1100	20	1400	320	Bilorusky, Kyle	Teacher	7th English/History	1.00	\$64,971.00	Certificated	11 MONTH	
CLERK0002	2400	30	0000	305	Brewster, Melanie	K12 Clerk	Elementary Support	1.00	\$35,424.00	Classified	12 MONTH	
HITC0014	1100	40	1400	000	Brown, Hari	Teacher	C(A-G)	1.00	\$72,894.00	Certificated	11 MONTH	
MIDTCH0002	1100	20	1400	320	Burrell, John	Teacher	8th Math/Science	0.51	\$63,751.00	Certificated	11 MONTH	
MIDTCH0002	1100	30	1400	320	Burrell, John	Teacher	8th Math/ Science	0.49	\$63,751.00	Certificated	11 MONTH	
ELMTCH0017	1100	30	1400	305	Cabrera, Brian	Teacher	4th Grade	1.00	\$69,709.00	Certificated	11 MONTH	
MUTCH0001	1100	20	9332	320	Camacho, Miguel E. Leyva	Teacher	Measure G1 Music	0.93	\$64,011.00	Certificated	11 MONTH	
MUTCH0001	1100	20	9332	320	Camacho, Miguel E. Leyva	Teacher	Measure G1	0.49	\$64,011.00	12 MONTH	11 MONTH	
COUNS0001	1200	20	0000	190	Castellano, Anthony	Counselor	Special Education	0.17	\$87,240.37	Certificated	12 MONTH	
COUNS0001	1200	30	0000	190	Castellano, Anthony	Counselor	Special Education	0.34	\$87,240.37	Certificated	12 MONTH	
COUNS0001	1200	30	0000	190	Castellano, Anthony	Counselor	Special Education	0.16	\$87,240.37	Certificated	12 MONTH	
COUNS0001	1200	40	0000	190	Castellano, Anthony	Counselor	Counselor	0.34	\$87,240.37	Certificated	12 MONTH	
HOD0003	1300	40	1400	000	Chaniel Clark	Head of Academics	Head of Academics	1.00	\$93,575.00	Certificated Management	12 MONTH	
ELMTCH0010	1100	30	1400	305	Chavez, Genesis	Teacher	Kinder	1.00	\$61,822.00	Certificated	11 MONTH	
MIDTCH0006	1100	20	1500	320	Chris, Alicia	Teacher	7th English/History	1.00	\$62,808.00	Certificated	11 MONTH	
TCHAST0005	2100	40	0000	000	Deluca, Pamela	Teacher Assistant	Teacher Assistant	1.00	\$ 54, 088.70	Classified	11 MONTH	
HITC0007	1100	40	1400	000	Diaz, Sunny	Teacher	G(A-G)	1.00	\$76,531.00	Certificated	11 MONTH	
CAMP0001	2400	30	0000	305	Earby, Kay	Campus Supervisor	Elementary Support	1.00	\$47,104.00	Classified	12 MONTH	
PETC0001	1100	20	1400	320	Esola, Michael	Teacher	Middle School Support	0.51	\$68,957.00	Certificated	11 MONTH	
PETC0001	1100	30	3213	320	Esola, Michael	Teacher	Physical Education	0.49	\$68,957.00	Certificated	11 MONTH	
MIDTCH0007	1100	20	1400	320	Evans, Brian	Teacher	7th English/History	0.51	\$73,986.00	Certificated	11 MONTH	
MIDTCH0007	1100	30	1400	320	Evans, Brian	Teacher	7th English/History	0.49	\$73,986.00	Certificated	11 MONTH	
MIDTCH0017	1100	20	3213	320	Flores, Laura	Teacher	8th English History	1.00	\$63,751.00	Certificated	11 MONTH	
HITC0002	1100	40	1400	000	Frantz, Jennifer	Teacher	B(A-G)	1.00	\$62,808.00	Certificated	11 MONTH	
HITC0012	1100	40	1400	000	Girgis, Issam	Teacher	E(A-G)	1.00	\$64,971.00	Certificated	11 MONTH	
DROS0001	1300	20	1400	320	Glass, Natalie	Director of Schools	Middle School Support	0.17	\$122,056.81	Certificated Management	12 MONTH	
DROS0001	1300	30	1400	305	Glass, Natalie	Director of Schools	Director of Schools	0.34	\$122,056.81	Certificated Management	12 MONTH	
DROS0001	1300	40	0000	320	Glass, Natalie	Director of Schools	Director of Schools	0.16	\$122,056.81	Certificated Management	12 MONTH	
DROS0001	1300	40	1400	000	Glass, Natalie	Director of Schools	Director Of School	0.34	\$122,056.81	Certificated Management	12 MONTH	
COMLIA0001	2400	40	0000	200	Golden, Maryetta	Community Liason	Academics & Data	0.34	\$104,636.01	Classified	12 MONTH	
COMLIA0001	2400	20	0000	200	Golden, Maryetta	Community Liason	Academics & Data	0.17	\$104,636.01	Classified	12 MONTH	
COMLIA0001	2400	30	0000	200	Golden, Maryetta	Community Liason	Academics & Data	0.34	\$104,636.01	Classified	12 MONTH	
COMLIA0001	2400	30	0000	200	Golden, Maryetta	Community Liason	Academics & Data	0.16	\$104,636.01	Classified	12 MONTH	
SPEDTCH0003	1100	40	3312	210	Gregerson, Jill	SPED Teacher	Special Education	0.90	\$62,808.00	Certificated	11 MONTH	
SPEDTCH0003	1100	40	6500	210	Gregerson, Jill	SPED Teacher	Special Education	0.10	\$62,808.00	Certificated	11 MONTH	
ELMTCH0011	1100	30	1100	305	Ha, Melissa	Teacher	4th Grade	1.00	\$63,751.00	Certificated	11 MONTH	
DOS0003	1300	30	1400	305	Hampton, Andrew	Dean of Students	Elementary Support	1.00	\$74,695.83	Certificated Management	12 MONTH	
CAMP0004	2200	000	0000	000	Hardy, Mikal	Campus Supervisor	Campus Supervisor	1.00	\$47,104.00	Classified	12 MONTH	
WLTC0001	1100	20	1100	320	Holmes, Davis	Teacher	Middle School Support	0.51	\$62,808.00	Certificated	11 MONTH	
WLTC0001	1100	30	1400	320	Holmes, Davis	Teacher	Spanish	0.49	\$62,808.00	Certificated	11 MONTH	
MIDTCH0018	1100	30	0000	320	Householder, Elizabeth	Teacher	7th Grade	1.00	\$64,011.00	Certificated	11 MONTH	
CAMP0002	2400	20	2601	320	Howard, Tracy	Campus Supervisor	Middle School Support	0.51	\$47,104.00	Classified	12 MONTH	
CAMP0002	2400	30	0000	320	Howard, Tracy	Campus Supervisor	Middle Support	0.49	\$47,104.00	Classified	12 MONTH	
HITC0006	1100	40	1400	000	Hudson, Brett	Teacher	B(A-G)	1.00	\$67,937.00	Certificated	11 MONTH	
ELMTCH0006	1100	30	1400	305	Jacques, Jamelle	Teacher	2nd Grade	1.00	\$73,188.00	Certificated	11 MONTH	
ELMTCH0014	1100	30	1400	305	Johnson, Lavonna	Teacher	5th Grade	1.00	\$61,882.00	Certificated	11 MONTH	
FDSRV0001	2200	20	0000	230	Revolorio, Jose	Food Service Clerk	Program Compliance	0.75	\$35,424.00	Classified	11 MONTH	
CBKCO0001	1200	30	0000	170	Kabeer, Jose	College Bound Coordinator	Data & Academics	0.05	\$71,050.00	Certificated	12 MONTH	
CBKCO0001	1200	30	0000	170	Kabeer, Jose	College Bound Coordinator	Data & Academics	0.05	\$71,050.00	Certificated	12 MONTH	
CBKCO0001	1200	40	0000	170	Kabeer, Jose	College Bound Coordinator	College Bound Coordinator	0.80	\$71,050.00	Certificated	12 MONTH	
CBKCO0001	1200	20	0000	170	Kabeer, Jose	College Bound Coordinator	Academics & Data	0.10	\$71,050.00	Certificated	12 MONTH	
FDSRV0003	2200	30	0000	230	Kamyrn Slocum	Food Service Clerk	Program Compliance	0.51	\$35,424.00	Classified	11 MONTH	
FDSRV0003	2200	30	0000	230	Kamyrn Slocum	Food Service Clerk	Program Compliance	0.24	\$35,424.00	Classified	11 MONTH	
COUNS0003	1200	20	0000	190	Kennard, Natasha	Counselor	Special Education	0.25	\$80,981.78	Certificated	12 MONTH	
COUNS0002	1200	30	3010	190	Kennard, Natasha	Counselor	Special Education	0.51	\$80,981.78	Certificated	12 MONTH	
COUNS0002	1200	30	3010	190	Kennard, Natasha	Counselor	Special Education	0.24	\$80,981.78	Certificated	12 MONTH	
ARTCH0005	1100	30	6762	305	Khan, Hinna	Teacher	Art	1.00	\$63,751.00	Certificated	11 MONTH	
ELMTCH0009	1100	30	1400	305	Khan, Rachel	Teacher	3rd Grade	1.00	\$63,751.00	Certificated	11 MONTH	
ELMTCH0012	1100	30	1400	305	Lee, Eric	Teacher	4th Grade	1.00	\$63,751.00	Certificated	11 MONTH	

TCHAST0003	2100	20	0000	320	Li, Chungju	Teacher Assistant	Middle School Support	0.51	\$53,289.36	Classified	11 MONTH
TCHAST0003	2100	30	0000	320	Li, Chungju	Teacher Assistant	IAII0004	0.49	\$53,289.36	Classified	11 MONTH
SPCOMPO001	1300	20	6500	210	Li, Julia	SPED Compliance Manager	Special Education	0.18	\$113,769.67	Certificated Management	12 MONTH
SPCOMPO001	1300	30	6500	210	Li, Julia	SPED Compliance Manager	Special Education	0.16	\$113,769.67	Certificated Management	12 MONTH
SPCOMPO001	1300	30	6500	210	Li, Julia	SPED Compliance Manager	SPED Manager	0.34	\$113,769.67	Certificated Management	12 MONTH
SPCOMPO001	1300	40	6500	210	Li, Julia	SPED Compliance Manager	SPED Manager	0.34	\$113,769.67	Certificated Management	12 MONTH
HITCH0009	1100	40	1400	000	Lovejoy, Daija	Teacher	D(A-G)	1.00	\$61,882.00	Certificated	11 MONTH
MIDTCH0016	1100	30	3213	320	Lu, Hui	Teacher	6th Grade	1.00	\$65,678.00	Certificated	11 MONTH
ELMTCH0004	1100	30	1400	305	Ly, Raymond	Teacher	3rd Grade	1.00	\$61,882.00	Certificated	11 MONTH
ADMIN0002	2400	30	0000	305	Ma, Kevin	Administrative Assistant	Elementary Support	1.00	\$61,935.30	Classified	12 MONTH
COCLOK001	2400	10	0000	220	Ma, Vinson	Clerk Central Office (Health & Facilities)	Coordinator of Student Services	1.00	\$65,706.29	Classified	12 MONTH
TCHAST0002	2100	30	0000	305	Mai, Yuan	Teacher Assistant	IAII0007	1.00	\$53,289.56	Classified	11 MONTH
PCTCH0008	1100	30	1400	305	Mihn, William	Teacher	Physical Education	1.00	\$67,937.00	Certificated	11 MONTH
TCHAST0001	2100	30	3010	305	Moghadam, Ahmad	Teacher Assistant	IAII0001	1.00	\$54,088.70	Classified	11 MONTH
IA0006	2100	40	0000	000	Moreno, Fatima	Instructional Aide	IAI	0.60	\$47,104.20	Classified	11 MONTH
SPEDTCH0002	1100	20	6500	210	Nelson, Tanya	Teacher	Special Education	0.21	\$61,882.00	Certificated	11 MONTH
SPEDTCH0002	1100	30	6500	210	Nelson, Tanya	Teacher	Special Education	0.51	\$61,882.00	Certificated	11 MONTH
SPEDTCH0002	1100	30	6500	210	Nelson, Tanya	Teacher	Special Education	0.24	\$61,882.00	Certificated	11 MONTH
DOS0002	1300	40	1400	000	Nixon, Brenda	Dean of Students	Dean of Academics	1.00	\$74,695.83	Certificated Management	12 MONTH
MIDTCH0003	1100	30	3213	320	Ojigbo, Deborah	Teacher	Middle Support	1.00	\$63,751.00	Certificated	11 MONTH
MIDTCH0019	1100	30	3213	320	Ongaga, Evans	Teacher	6th Math/Science	1.00	\$65,210.00	Certificated	11 MONTH
ELMTCH0001	1100	30	1400	305	Phu, Brandon	Teacher	3rd Grade	1.00	\$62,808.00	Certificated	11 MONTH
ELMTCH0015	1100	30	1400	305	Sacramento, Maria Lerissa Pobe	Teacher	Kinder	1.00	\$63,064.00	Certificated	11 MONTH
ACOUNS0002	1200	20	3213	000	Saechao, Lai	Academic Counselor	Middle School Support	0.10	\$76,695.83	Certificated	12 MONTH
ACOUNS0002	1200	30	3213	305	Saechao, Lai	Academic Counselor	Elementary Support	0.05	\$76,695.83	Certificated	12 MONTH
ACOUNS0002	1200	30	3213	320	Saechao, Lai	Academic Counselor	Middle Support	0.05	\$76,695.83	Certificated	12 MONTH
ACOUNS0002	2400	40	0000	000	Saechao, Lai	Academic Counselor	Academic Counselor	0.80	\$76,695.83	Classified	12 MONTH
HITCH0008	1100	40	1400	000	Saleh, Jakleen	Teacher	A(A-G)	1.00	\$66,934.00	Certificated	11 MONTH
ELMTCH0007	1100	30	1400	305	Seo, Tara	Teacher	2nd Grade	1.00	\$61,882.00	Certificated	11 MONTH
IA0005	2100	40	0000	000	Trinh, Sujen	Instructional Aide	IAI	0.40	\$47,104.20	Classified	11 MONTH
HOD0002	1300	20	1400	305	Yong, Avia	Head of Division	Elementary Support	1.00	\$108,458.07	Certificated Management	12 MONTH
ELMTCH0016	1100	30	0000	305	Vega, Irene	Teacher	5th Grade	1.00	\$65,678.00	Certificated	11 MONTH
CLERK0001	2400	20	0000	320	Vega, Jose	*12 Clerk	Middle School Support	0.51	\$35,424.00	Classified	12 MONTH
CLERK0001	2400	30	0000	320	Vega, Jose	*12 Clerk	Middle Support	0.49	\$35,424.00	Classified	12 MONTH
INSTC0001	1900	30	3213	305	Vivian Wells	Instructional Coach	Instructional Coach	0.34	\$69,845.45	Certificated	11 MONTH
INSTC0001	1900	30	3213	320	Vivian Wells	Instructional Coach	Instructional Coach	0.16	\$69,845.45	Certificated	11 MONTH
INSTC0001	1900	40	0000	000	Vivian Wells	Instructional Coach	Instructional Coach	0.34	\$69,845.45	Certificated	11 MONTH
COCLOK003	2400	10	0000	130	Williams, Shelly	Clerk Central Office (Communications Clerk)	Admin I HS	1.00	\$59,203.13	Classified	12 MONTH
DRSPED0001	1300	40	6500	210	Woods, Debra	Director of Special Education	Special Education Director	0.34	\$150,344.17	Certificated Management	12 MONTH
SPDIR0001	1300	20	6500	210	Woods, Debra	Director of Special Education	Special Education	0.17	\$150,344.17	Certificated Management	12 MONTH
SPDIR0001	1300	30	6500	210	Woods, Debra	Director of Special Education	Special Education	0.34	\$150,344.17	Certificated Management	12 MONTH
SPDIR0001	1300	30	6500	210	Woods, Debra	Director of Special Education	Special Education	0.16	\$150,344.17	Certificated Management	12 MONTH
DOS0001	1300	20	0000	320	Wooten, Mikael	Dean of Students	Middle School Support	0.51	\$79,297.27	Certificated Management	12 MONTH
COCLOK002	2400	10	0000	230	Worley, Gabrielle	Personelle Clerk (Compliance)	Admin II HS	1.00	\$59,203.13	Classified	12 MONTH
MIDTCH0011	1100	20	1500	320	Worley, Jermishia	Teacher	8th Math Science	1.00	\$63,751.00	Certificated	11 MONTH
WLTH0002	1100	20	1400	320	Wu, Fenglin	Teacher	Middle School Support	0.51	\$75,096.00	Certificated	11 MONTH
WLTH0002	1100	30	0000	320	Wu, Fenglin	Teacher	Mandarin	0.49	\$75,096.00	Certificated	11 MONTH
IA0004	2100	30	0000	305	Xu, Jenny	Teacher Assistant	IA III	1.00	\$53,289.36	Classified	11 MONTH
ELMTCH0002	1100	30	1400	305	Yang, Timothy	Teacher	2nd Grade	1.00	\$62,808.00	Certificated	11 MONTH
ADMIN0001	2400	20	0000	320	Yaqubi, Anzu	Administrative Assistant	Middle School Support	0.51	\$61,935.30	Classified	12 MONTH
ADMIN0001	2400	30	0000	320	Yaqubi, Anzu	Administrative Assistant	Middle Support	0.49	\$61,935.30	Classified	12 MONTH
EXEC0001	2400	10	0000	120	Kellie Minor	Executive Assistant	Executive Assistant	1	\$72,305.52	Classified	12 MONTH
BUSCOR0001	2300	10	0000	120	Jimmy Quach	Coordinator Business Services	Coordinator Business Services	1	\$76,541.03	Classified Management	12 MONTH
BUSCOR0002	2400	10	0000	120	Jack Huang	Coordinator Business Services	Coordinator Business Services	1	\$76,541.03	Classified	12 MONTH
DIRBOS0001	2400	10	0000	120	Christina Jordan	Director of Business Operations	Director of Business Operations	1	\$127,632.16	Classified	12 MONTH
DIRMAR0001	2400	10	0000	220	Chu, suzen	Director Graphic Marketing/ Communication	Director Graphic Marketing/ Communication	1	\$116,725.00	Classified	12 MONTH
WEBMS0001	2400	10	0000	220	LI, Annie	Administrative Assistant III /Webmaster Coordinator	Administrative Assistant III /Webmaster Coordinator	1	\$70,000.00	Classified	12 MONTH
PUBCO0001	2400	10	0000	220	Scroggins, Danielle	Copywriter/ Public Affairs Coordinator	Copywriter/ Public Affairs Coordinator	1	\$70,000.00	Classified	12 MONTH
DIRADP0001	2400	10	0000	220	Ahmad, Christopher	Director of Academic Data and Performance	Director of Academic Data and Performance	1	\$148,122.34	Classified	12 MONTH
DTAN0002	2300	10	0000	160	Vo, Daniel	Data Analyst	Data Analyst	1	\$72,115.75	Classified Management	12 MONTH
DIRSS0001	2400	10	0000	160	Marisol Magana	Director of School Support Services	Director of School Support Services	1	\$150,344.17	Classified	12 MONTH
CORFM0001	2300	10	0000	130	Vacant	Coordinator of Facilities and Maintenance	Coordinator of Facilities and Maintenance	1	\$72,115.75	Classified Management	12 MONTH
CREAN0001	2400	10	0000	130	Garrett, Suzanne	Credential Analyst	Credential Analyst	1	\$94,279.85	Classified	12 MONTH
ITCOR0001	2400	10	0000	130	Lee, Alex	Technology Coordinator	Technology Coordinator	1	\$72,115.75	Classified	12 MONTH
ANLST0002	2400	10	0000	130	Contreras, Mayra	Analyst	Analyst	1	\$70,000.00	Classified	12 MONTH
DIRPC0001	2400	10	0000	130	Tiffany Tung	Director of Program Compliance	Director of Program Compliance	1	\$135,464.13	Classified	12 MONTH
CRCOM0001	2400	10	0000	130	Smith, Keisha	Compliance Manager	Compliance Manager	1	\$105,607.87	Classified	12 MONTH
FDSRV0001	2300	10	0000	230	Ahmad, Laila	Food Services Coordinator	Food Services Coordinator	1	\$75,409.88	Classified Management	12 MONTH
EDRA0001	2400	10	0000	230	Vacant	Employee Data & Reporting Assistant	Employee Data & Reporting Assistant	1	\$61,935.30	Classified	12 MONTH
EXEC0002	2400	10	0000	230	Maya Henderson-Nicholas	Executive Assistant	Executive Assistant	1	\$71,236.97	Classified	12 MONTH
OWSBRU0001	2400	10	0000	230	Issar, Eric	Ombudsman (Manager)	Ombudsman (Manager)	1	\$105,607.87	Classified	12 MONTH
ERC0001	2400	10	0000	230	Moghadam, Delicia	Employee Relations Coordinator	Employee Relations Coordinator	1	\$84,948.67	Classified	12 MONTH
BOARD0001	2400	10	0000	150	Pemberton, Barbara	Secretary to the Board	Secretary to the Board	0.5	\$30,967.65	Classified	12 MONTH
				Diego Garcia		Boys Soccer Coach			Temporary Employee Contract		

Extended Contracts/Extra Duty/Stipends													
	OBJECT	LOCATION	RESOURCE	PROGRAM/DEPT	EMPLOYEE	POSITION TITLE	Type of Pay	PAY FOR EXTENDED WORK	Unrestricted/Restricted	Start/End Date of Work			
		CMO	LCFF	Sports-High School	Mykael Wooten	Athletic Director	Stipend/Paid by extra pay calendar	\$ 3,250.00					
		30	Title I	K-5	William Minh	TSA	Stipend	\$ 11,000.00					
		30	Title I	K-5	Brian Cabrera	TSA	Stipend	\$ 11,000.00					
		30	Title I	K-5	Eric Lee	TSA	Stipend	\$ 11,000.00					
		30/20	Title II (split by ADA)	K-8	Jamelle Jacques	District Intern Support Provider	Stipend	\$ 2,000/candidate					
		20	Title I	Middle School	Shirley Beh	TSA	Stipend	\$ 11,000.00					
		20	Title I	Middle School	Elizabeth Householder	TSA	Stipend	\$ 11,000.00					
		40	Title I	High School	Jordy Alonso	TSA	Stipend	\$ 11,000.00					
		40	Title I	Sports-High School	Magad Bostros	TSA	Stipend	\$ 11,000.00					
		CMO	LCFF	Sports-High School	Andrew Hampton	HS Assistant Athletic Director	Stipend	\$ 2,000.00					
		CMO	LCFF	Sports-High School	Brenda Nixon	MS Athletic Director	Stipend	\$ 2,250.00					
		CMO	LCFF	Sports-High School	Sunny Diaz	Volleyball Coach	Stipend	\$ 3,250.00					

[illegible]



# Coversheet

## AIMS K-12 College Prep RFP Response

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	C. AIMS K-12 College Prep RFP Response
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AIMS K-12 College Prep RFP Response 8.25.23.pdf



**Presented by:**  
Jonathan Wheat, CPCU  
Director, National Charter School Practice  
510 .691.8994 (M)  
[Jonathan.Wheat@epicbrokers.com](mailto:Jonathan.Wheat@epicbrokers.com)

# AIMS K-12 College Prep Charter



**EPIC INSURANCE BROKERS & CONSULTANTS**

350 S Grand Ave, Suite 4500  
Los Angeles, CA 90071



August 24<sup>th</sup>, 2023

Katema Ballentine, Business Operations Office  
American Indian Model School  
171 12<sup>th</sup> Street, Oakland,  
CA 94607

RE: Response to Request for Qualifications (RFQ) from AIMS K-12 College Prep Charter

Dear Ms. Ballentine,

Thank you for this opportunity to present EPIC Insurance Brokers & Consultants' (EPIC) capabilities to AIMS K-12 College Prep Charter Schools.

As we hope you will see in this presentation, we believe we are an excellent strategic fit for your organization and will work collaboratively with the AIMS K-12 College Prep team. We are committed to proactively delivering substantive value across the spectrum of your insurance program. Our promise to you is that we are here to be an advocate, a strategist, and an ally.

Our hallmark is the high level of expertise and personalized customer service that each of our team members consistently provides to all our charters. In working together, we feel confident that you will rapidly begin to regard this team as a valuable and knowledgeable extension of your team. As strategic allies, we have a constant eye toward cost and insurance program design.

At EPIC we are extremely well positioned to support you with an industry-leading suite of support services that exhausts every avenue to find solutions for any and all needs that may arise. Equally important, your account will receive senior professional focus at EPIC.

We hope that throughout our response you will see the value and capabilities that we offer. The EPIC difference is that we embed our client-centric philosophy, full accessibility of our entire team and subject matter experts, as fixtures of our brokerage and consulting services for all clients.

Sincerely,

A handwritten signature in black ink that reads 'Jonathan Wheat'.

**Jonathan Wheat, CPCU**

Director, National Charter School Practice  
510. 691 .8994

[Jonathan.Wheat@epicbrokers.com](mailto:Jonathan.Wheat@epicbrokers.com)

## Name of Organization/Agency

EPIC Insurance Brokers and Consultants (EPIC)

## Contact Person and Contact Information

AIMS K-12 main contact information:



Charter School Practice

**Jonathan Wheat, CPCU**

Director, Charter School Practice  
Los Angeles, CA  
(510) 691-8994  
[Jonathan.wheat@epicbrokers.com](mailto:Jonathan.wheat@epicbrokers.com)



Charter School Practice

**Heidi Newell, CSRM**

Client Executive, Charter School Practice  
Newport Beach, CA  
(714) 878-8795  
[heidi.newell@epicbrokers.com](mailto:heidi.newell@epicbrokers.com)

## Organization Background Information/History

[Visit epicbrokers.com](https://www.epicbrokers.com)

EPIC Insurance Brokers and Consultants (EPIC) is a unique and innovative retail property & casualty and employee benefits insurance brokerage and consulting firm. EPIC was founded in San Francisco, California in 2007 and now has leadership and major regional offices across the country. We have a depth of industry expertise across key lines of insurance, including commercial property and casualty, employee benefits, unique specialty program insurance and private client services.

EPIC is the eighth largest independent commercial insurance broker in the United States with over 2,600 employees. Since our founding in 2007, EPIC has grown to local offices in more than 30 states generating over \$807 Million in revenue. We have achieved these results through consistent organic revenue growth, which exceeds industry averages, and a well-designed program of steady, strategic acquisitions.

## Describe experience, qualifications, and successes in the selected service area

EPIC has a National Charter School Practice specializing in providing risk management consulting to charter schools around the country. Led by Joffrey Clark, the practice has a broad list of insurance products and risk management services provided to the charters. The charter school team has a collective 44 years of experience in providing services to charter schools. The team's expertise allows them to be actively engaged in educating the insurance companies to provide the services and coverages unique to charters.

## EPIC's insurance marketing successes save its new clients hundreds of thousands of dollars.

The EPIC team proposed has accomplished the following insurance marketing successes for our client partners:

- Charter School: saved \$150,000 in insurance premiums on a \$1.3 million program
- Charter School: saved \$55,000 in insurance premiums on a \$275,000 program
- Charter School: saved \$650,000 in insurance premiums on a \$6 million program
- Charter School: saved \$20,000 in insurance premiums on \$170,000 program
- Charter School: implemented core coverage missing from program with minimal premium impact on a \$200,000 program

EPIC was able to achieve these dramatic savings through the team's (1) expertise in understanding the risks and operations within the charter school space; (2) analyzing the claims, exposures, and contractual obligations; (3) aggressive negotiation with carriers supported by its ability to benchmark these clients' programs against comparable programs; and (4) reputation in the insurance marketplace, underwriter relationships, and clients who have lower-than-average loss ratios (and are thus, more attractive to underwriters).

### **Describe what services, activities, or strategies will be provided and frequency**

At EPIC, we believe in having a Brokerage Services Agenda which serves as a roadmap for excellent service delivery. It provides a transparent and measurable means to monitor key work streams and performance. This document, which will be customized with AIMS K-12 College Prep, serves as the basis for EPIC's quality assurance process.

The Broker Services Agenda includes Strategic Planning (Transition and Initial Focus Meeting), Policy Inception Service Items, and Integrated Claims & Risk Management Consulting Services. Please refer to [Appendix A](#) for details of the agenda.

### **Licensing and Insurance**

EPIC is licensed to conduct business in California. Copies of the license and proof of insurance is attached to Appendix C

### **5 Years as a Firm**

EPIC was founded in San Francisco, CA in 2007.

### **References**

#### **IDEA Public Schools Multi-state**

##### **Felida Villarreal**

*Director of Risk Manager*

**Phone:** 956.377.8000

**Email:** [Felida.Villarreal@ideapublicschools.org](mailto:Felida.Villarreal@ideapublicschools.org)

**Overview:** IDEA has been a client for 10 years and EPIC handles Risk Management and insurance placement.

**Est. # of Students in District:** 85,000

#### **ISANA Academies Los Angeles, CA**

##### **John Vargas**

*Chief Business Officer*

**Phone:** 310 – 938-7976

**Email:** [jvargas@isanaacademies.org](mailto:jvargas@isanaacademies.org)

**Overview:** Isana has been a client going on 2 years now and EPIC handles Risk Management and insurance placement.

**Est. # of Students in District:** 3,100



## Julia Lee Performing Arts Academy Lake Elsinore, CA

### Tanya Taylor

*Executive Director*

**Phone:** 909 – 714-4112

**Email:** [ttaylor@jlpaaschool.org](mailto:ttaylor@jlpaaschool.org)

**Overview:** Julia Lee has been an EPIC client for 2 years and EPIC handles Risk Management and insurance placement.

**Est. # of Students in District:** 350

## Orenda Education Georgetown, TX

### Margina Escobar

*Chief Financial Officer*

**Phone:** 512.869.3020 x 1103

**Email:** [Margina.Escobar@orendaeducation.org](mailto:Margina.Escobar@orendaeducation.org)

### Teresa Moreno

*Director of Human Resources*

**Phone:** 512.869.3020

**Email:** [Teresa.Moreno@orendaeducation.org](mailto:Teresa.Moreno@orendaeducation.org)

**Overview:** Orenda has been a client for 7 years and EPIC handles Risk Management and insurance placement.

**Est. # of Students in District:** 1,750

## Vanguard Academy Pharr, TX

### Angela Gonzalez

*Chief Financial Officer*

**Phone:** 956.781.1701 x 1020

**Email:** [Agonzalez@vanguardac.net](mailto:Agonzalez@vanguardac.net)

**Overview:** Vanguard has been a client for 2 years and EPIC handles Risk Management and insurance placement.

**Est. # of Students in District:** 2,000

## Experience in California

Heidi Newell has over 22 years of public entity experience in California from working on PRISM(previously CSAC EIA), a statewide insurance pool working with 56 counties and other California entities to Relief Insurance Pool and KIPP NoCal, Socal and other Charter organizations. She has extensive knowledge of the state laws and how they affect school governance in California.

## Safety and Loss Control Experience

Function	Tasks	Timeframe
<b>Initial Loss Control</b>	<ul style="list-style-type: none"> <li>Schedule and attend initial loss control visit from the selected insurance carriers to assess risk exposures</li> </ul>	<b>Immediately After Renewal</b>
<b>Claims Review</b>	<ul style="list-style-type: none"> <li>Schedule and attend open claims review with prior insurance carriers to close open claims</li> <li>Prepare trend analysis to review school's pain points</li> </ul>	<b>Immediately After Renewal</b>
<b>Loss Prevention &amp; Property Assessment</b>	<ul style="list-style-type: none"> <li>Visit all campuses for property assessment and prepare Marshall Swift report for building valuation</li> </ul>	<b>3 Months After Renewal</b>
<b>Training Opportunities</b>	<ul style="list-style-type: none"> <li>Identify training opportunities and schedule with appropriate vendors and consultants</li> </ul>	<b>Immediately After Renewal</b>

We focus on reducing your exposure to risk, and reducing your costs associated with property insurance premiums, capital improvements, and losses. Specifically, EPIC will assist Texas Can Academies by:

- Validating and prioritizing insurers recommendations on your behalf based on our extensive experience with both insurers' engineering and real estate risks. Our service includes negotiating appropriate cost-effective alternatives to these recommendations and coordinating your insurer's engineering services to ease any administrative burden.
- Visiting key areas to resolve critical issues, facilitate communication, and support Vanguard's operations team. Our service will include accompanying your staff during insurers' inspections at key locations to aid in resolving potential issues.
- Supporting the marketing/renewal process with insurers' engineers and underwriters to represent your risk control strategy, current risk quality, and future plans to impact pricing and terms.
- Assisting in building valuation using Marshall and Swift methodology, the most recognized method in the insurance industry.
- Creating metrics that can be used to support your risk management goals and objectives as well as demonstrate the effectiveness of your risk control strategy.
- Providing a written opinion and analysis of insurer's loss control recommendations.

## Account Team and Structure

### AIMS K-12 College Prep Service Team

Charter School Practice  
**Jonathan Wheat, CPCU**

Director  
Los Angeles, CA  
(510) 691-8994

[jonathan.wheat@epicbrokers.com](mailto:jonathan.wheat@epicbrokers.com)

Charter School Practice  
**Heid Newell, CSRM**

Client Executive  
Newport Beach, CA  
(714) 878-8759

[judith.paredes@epicbrokers.com](mailto:judith.paredes@epicbrokers.com)

Charter School Practice  
**Andrea Reyes, CSIR CPIA CIIP CLP**

Client Manager  
Dallas, TX  
(318) 347-4270

[andrea.reyes@epicbrokers.com](mailto:andrea.reyes@epicbrokers.com)

Charter School Practice  
**Bailey Collins**

Assistant Client Manager  
Dallas, TX  
(469) 315-0867

[bailey.collins@epicbrokers.com](mailto:bailey.collins@epicbrokers.com)

Property & Casualty Claims  
**Norma Brehm**

P&C Claims Manager SW  
Phoenix, AZ  
(623) 326-3132

[Norma.Brehm@epicbrokers.com](mailto:Norma.Brehm@epicbrokers.com)

Property & Casualty Claims  
**Andy D'Entremont, ESQ CIC ARM**  
**CRIS ERIS AIC**

Director of Claims – P&C  
Birmingham, AL  
(415) 356-4880

[Andy.dentremont@epicbrokers.com](mailto:Andy.dentremont@epicbrokers.com)

The Charter School Practice has a total of 7 full time service employees.

EPIC INSURANCE BROKERS & CONSULTANTS



## Current AIMS Insurance Program - Review & Improvements

### Step 1: Risk Evaluation and Analysis

When underwriters are provided with meaningful data, they are able to make informed decisions regarding coverage, retentions and pricing, thus resulting in more favorable results. Since many of EPIC's brokers include former underwriters, actuaries and attorneys, we are well equipped to "pre-underwrite" your risk using both public information and information provided by our Client. In addition, we seek to meet with key executives to get a further appreciation of your business as well as your risk tolerance and philosophy. With that foundation, we can formulate achievable goals.

### Step 2: Coverage Review & Analysis

During the pre-underwriting process, EPIC's Coverage and Claims Advocates along with the product line brokers evaluate each program in advance of every renewal. We take into consideration recent legal developments, current and pending legislation as well as coverage trends. We then overlay that with our client's risk profile, risk tolerance and overall goals to design proposed structures and coverage that meets the company's needs.

### Step 3: Placement of Coverage

Once we have completed our evaluation and coverage analysis, we help clients prepare a detailed and thorough underwriting submission by advising what information the insurance companies require when assessing risk. We also identify coverage enhancements to each product specifically tailored to your risk and present them in a way that help underwriters understand why we are asking which ultimately leads to more favorable responses.

For a more detailed breakdown, please see Appendix A – Statement of Work

## Commission Proposal

EPIC secures and otherwise facilitates the purchase of insurance coverage for its clients from a variety of insurance carriers, group benefits providers and insurance markets ("Carriers") and sometimes engages the services of other entities, including wholesale brokers and premium finance companies in connection with the issuance of such policies. EPIC may receive compensation for such placements from various sources depending on the circumstances surrounding the transaction.

- **Commissions.** EPIC is primarily compensated for the insurance brokerage services that it provides to its clients through commission payments that are based on the premium charged and collected by the Carriers and paid for by the Carriers for each insurance policy secured for EPIC's clients. The commission is built into the premium set by the Carrier. The percentage of these commissions varies by insurance policy type and insurance market. Commission payments account for the largest percentage of EPIC's revenue.

## Emergency – 24 hour Contact

Jonathan Wheat will be the 24-hour contact for AIMS K-12, his phone number is 510-691-8994

## AM Best Rating

Frequent monitoring of commercially available information for financial ratings of insurers and adverse events that may have an impact on our clients. Clients can expect prompt notification of negative changes in the published financial ratings of any of your carriers. EPIC understands that you may have contractual obligations to lenders and clients that require specific AM Best ratings. Based on these requirements, we can set the parameters on our placements, plug in market watch criteria with our corporate marketing team and we can also create automated email notifications of any adverse reports in the news with any of our carriers.

## Renewal Proposal Plan

The first step will be to sign a Broker of Record Letter so EPIC can negotiate on behalf of AIMS with the various insurance carriers. Due to the immediate package renewal with Great American effective September 1, 2023, it will be renew as issued. Next step is to align the other policy renewals and utilizing our carrier relationships to negotiate the best pricing available. By having one common renewal date it will cut down on the amount of times administration has to gather data and respond to questions.

## Support Services & Training

Through Vector solutions - formally SafeSchools - AIMS K-12 will have complimentary access to cutting edge education training. Utilized by over 50% of the districts in the country. It's featured library allow you to distribute and track mandatory safety, compliance, and inclusion training throughout your organization.

Shelly Lamb (she/her/hers)

Customer Success Manager | Partnerships

office: 813.323.9259

shelly.lamb@vectorsolutions.com

# Appendix A

## Statement of Work

# Statement of Work

## Development

EPIC's integrated service delivery model allows us to partner with clients to deliver the highest quality brokerage and consulting services in the market. Immediately upon your transition to EPIC, your EPIC team will partner with AIMS K-12 College Prep to embark together upon what we call "the EPIC Journey" to develop strategy, program design, program implementation and management, and other fundamental services to set and drive the overall strategic direction and financial performance of an efficient risk management program.

### *"The EPIC Journey"*



**There are four steps in the EPIC Risk Management Journey. These steps include:**

#### **Risk Assessment**

Risk Assessment begins with understanding our clients' business. At the core of any effective risk management program, the design and structure must contemplate the business operations, financial strength, and risk tolerance of the stakeholders. These objectives are accomplished in many ways but begin with discussions with management and key personnel at various positions within the company.

#### **Risk Control**

After assessing our client's risk, the Client Services team develops a risk control strategy and plan for implementation. The plan is intended to mitigate future losses and give our clients a process for controlling risks that exist in their business.

#### **Claims Management**

As an essential part of every successful risk management program, our focus on claims has proven to drive down the ultimate cost. Our involvement in this process is paramount to compressing the time to settle claims and achieve the best possible outcome for the affected party(s). Monitoring the protocols followed by the carrier and driving the most efficient processes will ultimately lead to fewer dollars being spent on claims.

#### **Risk Financing**

There are various techniques used to finance risk. The most common is risk transfer to third parties. Though not always the most efficient tool, we analyze other options such as partial self-insurance, alternative risk financing, and various captive structures again seeking the most efficient methods based on our client's tolerance for risk and the insurance market conditions.

# Implementation

## PROPER PROGRAM STRUCTURE BEGINS WITH UNDERSTANDING AIMS K-12 College Prep

Throughout our relationship with clients, the focus on program development and structure remains paramount. At the onset, our approach is to know and understand as much as possible about our clients' business operations and strategy. The most important factors of program development have nothing to do with the exposures of the company, but rather the financial risk tolerance of the key decision-makers and stakeholders. Each interaction is different, and the ultimate desires of each client can be different. It is only once we have a solid understanding of the business operations and exposures, the financial condition of the company, the risk tolerance, and short and long-term objectives of the key decision-makers, that we can outline a risk management structure. At the point we agree on the structure, we will then approach the marketplace and begin the process of negotiating the most efficient and favorable terms and conditions. We will critically analyze the goals of the program and make the appropriate changes on an ongoing basis thereby ensuring the program is always ahead of the company's operations.

A successful risk management program begins with Program Design. Our team brings together the knowledge learned through our engagement with AIMS K-12 College Prep to design a program that meets the needs of the company, operates most efficiently, addresses the issues outlined through the process, and requires the least amount of our clients' attention. We then confer with our clients to further ensure there is consensus and understanding of a proposed structure before moving forward in our process. The development of the program is a collaboration between the EPIC team and the client; and is critically reviewed regularly for maximum efficiency.

Part of the development process is keeping in contact with the client through the roughly 150-day renewal process so everyone knows what to expect in the renewal proposal and can keep apprised of any changes that would affect the program put in place. Once proposals have been received from the insurers, we review and include the options that are available to the client in our detailed proposal format. We then review the differences between programs as well as our "best practices" and assist the client in choosing the program that best fits their needs as respects terms and pricing. Our broking effort is defined by a logical flow of information, industry expertise, and client engagement.

## INSURANCE MARKETING

We help define, prioritize, and structure the insurance program. We review the needs of the client and work with the carriers to place a program that will be beneficial to our client immediately as well as into the future. We make modifications as needed to improve the program to fit the needs of the client.

We work in conjunction with the client to design a detailed coverage and exposure workbook which includes coverage through certain policy forms and endorsements that meet the specific needs of their industry, operations, and even contractual obligations. The detailed coverage and exposure workbook is then distributed to the various carriers who can offer the coverage forms and endorsements as required.



**LEVERAGING  
MARKET  
CONTACTS**

**COMPELLING  
STORYTELLING**

**BEST-IN-CLASS  
COVERAGE  
SUBMISSION**

**CLIENT  
PARTICIPATION**

**DIRECT  
NEGOTIATION  
WITH DECISION  
MAKERS**

## **MARKETPLACE PROCESS**

### **Step #1: Risk Profile Analysis**

It is our firm belief that the optimal program design differs for each client based upon the individual nature of its risk profile. Knowing that New Design' risk profile will change and evolve, risk identification and assessment must be a fluid process frequently performed with consistent input from AIMS K-12 College Prep. EPIC places significant emphasis on risk analytics prior to approaching the markets to demonstrate a complete understanding of our limit and deductible requests at market – beating pricing.

### **Step #2: Policy Review & Analysis**

Our approach to policy analysis involves experienced EPIC team members, legal experts and claims professionals working together to ensure contract certainty is agreed to and finalized prior to releasing an order to bind coverage. The in-depth review of policy language is of paramount importance when it comes to optimizing retention and limit levels, determining how the policy would respond in the event of a loss, avoiding coverage gaps and/or redundancies, and simplifying administration resulting from acquisitions and divestitures. While primary, excess and international policies (should they become apportioned) must be scrutinized individually, it is equally important to analyze how the conditions in these policies interact with one another to dovetail coverage terms and avoid gaps and/or redundancies in coverage. After coverage is bound, we will work closely with your insurance carriers to ensure the issuance of policies and confirm all bound terms and conditions are in order or in process of amendment, if required.

### **Step #3: Risk Analytics**

We believe that making program structure decisions based solely on a client's own loss history and exposures can lead to inefficient decisions. Risk environments change over time and historical information can be a biased predictor of future claims activity. The core of our efforts in the analytics arena is to focus on building relevant and insightful decision support tools and process.

### **Step #4: Assess Alternative Programs**

Prior to selecting a program design option, EPIC explores the consequences of each program design and evaluates risk factors to ensure the recommended option achieves the desired outcome for AIMS K-12 College Prep. Considerations include risk retention, specific goals / objectives / budgetary concerns, current and future risk profile, and target markets.

### **Step #5: Access Global Marketplace**

EPIC has access to all domestic, London, Bermuda, and Asia markets via a combination of our wholly-owned offices and broker network partners. Our marketing philosophy is based upon the principle that the broker who works with the client will also bring that client's risk directly to the market. There is no hand off to a "behind the scenes" person with no vested interest in the client's overall satisfaction and favorable results.

## Step #6: Implement Program

In addition to communicating consistently throughout the renewal process, upon conclusion of market negotiations our team will present AIMS K-12 College Prep with a proposal containing:

- i) analysis of carrier quotations
- ii) qualitative review of proposed terms and conditions, forms, administrative requirements
- iii) recommendations on program structures, limits, retention, carriers, and pricing. Once AIMS K-12 College Prep decides the preferred course of action, we then communicate the order to bind and begin to finalize your renewal documentation including binders, auto ID cards, premium allocations, invoices, certificates and so on.

## Recommendation/Placement

EPIC's Charter School Practice provides customized risk advisory services to identify, minimize and secure exposures. We pride ourselves on being subject matter experts in multiple product lines as the solution to an exposure or issue may involve multiple disciplines.

- The practice includes seasoned professionals across the country with decades of industry experience and varying backgrounds including insurance brokers, underwriters, litigators, adjusters, and cyber security executives. Because of this experience, we understand the unique risks that AIMS K-12 College Prep faces as a public charter school.
- One of EPIC's key differentiators is our "pre-underwriting" philosophy concerning the design, negotiation, and placement of our client's insurance and related service programs. We analyze your risk; design optimal programs and coverage and create a marketing strategy with the client before we approach the markets. Rather than being reactive, our pro-active approach drives better results.
- We pride ourselves on providing the highest level of service and responsiveness. Questions and requests are acknowledged immediately, time frames are set and met. If we do not know an answer, we find it.

Our market relationships are a distinct advantage as insurers welcome EPIC as a refreshing alternative to the traditional brokers and the "Broking Center" distribution channel. We eliminate "negotiation hand-off" that dilutes our client's story and is inherent in the traditional model. At EPIC, our Client Executives deal directly with the client and the markets. Our Client Executives also facilitate meetings and direct communication between client and carrier. This seamless and open dialogue benefits all parties.

- The most effective insurance and risk management programs are those designed and maintained by a partnership between the client, broker, and the market. We believe an insurance carrier and AIMS K-12 College Prep interview will build the best relationship and provide clear client expectations resulting in the best insurance program.
- We expect New Design's relationships with incumbent underwriters are of great value to both sides; we will look to enhance those relationships and leverage them where appropriate.
- We believe in differentiating AIMS K-12 College Prep in the market in order to negotiate the best possible results.
- The broker who works with the client also brings that client's risk directly to the market. There is no hand off.
- Our integrated approach utilizes input from our claims and loss control experts as the viability of proposed contract language and selection of carriers prior to binding is as critical as implementation of a program.



## Administration

EPIC's Brokerage Services Agenda is a roadmap for excellent service delivery. It provides a transparent and measurable means to monitor key work streams and performance. This document, which will be customized with AIMS K-12 College Prep, serves as the basis for EPIC's quality assurance process.

### THE EPIC RENEWAL PROCESS

EPIC has created a proprietary renewal process that is designed to accommodate the needs of charter schools and lead to timely, predictable, and hassle-free renewals. Last-minute renewal completion only benefits the broker and incumbent insurer—to the detriment of the client—and leads to the clients wondering if the firm is going to renew coverages and comply with contractual insurance requirements. Our process is intended to avoid these outcomes. Our process typically begins 120–150 days in advance of renewal with transmission of pre-completed applications and an in-person Pre-Renewal Strategy Meeting, where we review:

- Current insurance program
- Last year's renewal result
- Recap of the year's activities with EPIC
- Customized lost history & loss ratio analysis
- Renewal strategies
- Information needed for renewal
- Questions re: changes in operations/exposures
- Renewal timeline

The Pre-Renewal Meeting is also an excellent time for stewardship, and we often use this in-person opportunity to make sure that we are meeting—and exceeding—our client's expectations. In conjunction with the Pre-Renewal Meeting, we provide you with pre-completed renewal applications for all policies using prior-year data along with information harvested at the Pre-Renewal Meeting. This leaves the client only needing to update information, such as financial data and other changes of which we are not aware.

Between 20–30 days in advance of renewal, we hold our in-person Renewal Meeting. At this meeting, we present our proposal for the firm's annual insurance renewal, including any options for changes in policies, deductibles, limits, coverage, or other circumstances requiring a decision to be made. The timing of this meeting is critical so that (a) the client is not pressured to make last minute choices, which ultimately only benefits AIMS K-12 College Prep and EPIC (b) the renewal certificates can be generated and sent well in advance of the expiration date in order to comply with common construction contract terms as well as to keep our client's clients satisfied.

## Strategic Planning – Transition and Initial Focus Meeting

Function	Tasks	Timeframe
<b>File BOR</b>	<ul style="list-style-type: none"> <li>File Broker of Record letter with all relevant carriers</li> </ul>	<b>Immediate</b>
<b>Establish Communication Protocols</b>	<ul style="list-style-type: none"> <li>Review implementation timelines</li> <li>Commit to initial meeting schedule (kick-off meeting/working session, renewal strategy meeting, underwriting meetings, etc.)</li> <li>Establish AIMS K-12 College Prep preferences concerning communication channels with EPIC</li> </ul>	<b>Immediate</b>
<b>Mid-term obligations</b>	<ul style="list-style-type: none"> <li>Review in-force programs including in-force program binders and policy forms</li> <li>Establish an inventory of outstanding items (including historical programs, outstanding claims)</li> <li>Review outstanding items with carriers</li> <li>Keep EPIC up to date on the quality of service and any new service requirements or special projects on the horizon</li> <li>Provide historical documentation</li> </ul>	<b>Immediate</b>
<b>Establish Upcoming Goals and Priorities</b>	<ul style="list-style-type: none"> <li>AIMS K-12 College Prep and EPIC will establish priorities and goals surrounding your renewal, claims/loss prevention activity, and day-to-day servicing needs. From this discussion, a more detailed version of our overall Brokerage Services Agenda, which will serve as a changeable framework for our business relationship, will emerge.</li> </ul>	<b>Within 2 weeks of being awarded the BOR</b>
<b>Arrange Servicing Transition Plan</b>	<ul style="list-style-type: none"> <li>Review incumbent broker's responsibilities including post-policy service obligations</li> <li>Schedule transfer of current New Design program documentation, as necessary (i.e. Certificates of Insurance list)</li> <li>Orchestrate incumbent broker run-off and EPIC ramp-up activities</li> </ul>	<b>Immediate</b>

## Policy Inception Service Items

**We know only too well that “the devil is in the details”. The administrative tasks and functions associated with your programs simply must be done right the first time.**

Function	Tasks	Timeframe
<b>Certificate Protocols and Issuance</b>	<ul style="list-style-type: none"> <li>Populate and review policy information in EPIC's certificates system</li> <li>Perform a final review of schedule and issue renewal certificates</li> </ul>	<b>TBD</b>
<b>Auto ID Protocols and Issuance</b>	<ul style="list-style-type: none"> <li>Populate and review policy information in AutoID Web</li> <li>Perform a final review of schedule and issue renewal auto ID cards</li> </ul>	<b>TBD</b>
<b>Invoicing</b>	<ul style="list-style-type: none"> <li>Finalize and prepare billing summary</li> <li>Verify premium billing accuracy</li> <li>Calculate any surplus lines taxes and assessments and complete filings</li> </ul>	<b>TBD</b>
<b>Policy Checking / Compliance Review</b>	<ul style="list-style-type: none"> <li>Ensure timely delivery of policies from insurer</li> <li>Check policies against specifications, binder, and expiring policies</li> <li>Send policies and insurance registers to AIMS K-12 College Prep via email</li> <li>Follow-up with insurer for any needed corrections to ensure all corrective endorsements are received within 14 days of request</li> </ul>	<b>TBD</b>
<b>Register of Insurance</b>	<ul style="list-style-type: none"> <li>Provide coverage register for all new placements and updates on changes to existing policies, including but not limited, to comprehensive policy schedules</li> </ul>	<b>TBD</b>

## Integrated Claims & Risk Management Consulting Services

<b>Claims and loss prevention program service assessment</b>	<ul style="list-style-type: none"> <li>Perform initial loss frequency and severity assessment</li> <li>Assess New Design's organizational claim resources and processes</li> <li>Review account service instructions for maximum effectiveness</li> <li>Performance audit(s) of select files by line of business</li> <li>Summary report of process improvement opportunities</li> </ul>	<b>Immediate</b>
<b>On-going client advocacy</b>	<ul style="list-style-type: none"> <li>Pro-active coordination of all insurance related vendor resources</li> <li>Response to specific claims issues</li> <li>Assist AIMS K-12 College Prep with the settlement of claims with insurers</li> <li>Coverage questions and dispute resolution</li> <li>Coordination of file reviews and summary reports</li> </ul>	<b>Ongoing</b>

## Program Development

It is vital to our clients that we are “tuned-in” to the insurance market and industry as a whole, as much as possible. EPIC’s National Charter School Practice is one of our signature practices and we are deeply involved and connected within the industry.

EPIC’s National Charter School Practice team members have been partnering with organizations in the charter school industry for the past 20 years. The team is comprised of experienced brokers, service team, actuaries, and claim advocates who average more than 10 years of experience. As part of a full-service insurance brokerage and risk management firm, the team has the resources and expertise to provide key services our charter school clients need to meet their risk management and risk finance goals. Our integrated team is accountable to our clients and promotes collaboration across all resources and product lines.

We bring these resources and connections in keeping our clients apprised of anything that could impact their operations and/or risk management strategies. We inform our clients on a regular basis through email or scheduled open items calls of our quarterly market publication and white papers issued on specific topics.

A significant component of EPIC’s value proposition and worth to you, is our ability to foresee growing trends within the industry and help you to prepare, and when possible, take advantage of them. We have a multi-faceted approach to ensuring that we are attuned to market and industry happenings:

**Front Line Brokers:** EPIC’s brokers are in the market every day transacting business, working with underwriters at all the insurance companies. This is where the “rubber meets the road” and an insurer’s stated positions either happen or don’t. Our brokers are in constant communication with each other through our practice networks, sharing the latest market intelligence so that it can be relayed to our clients and applied strategically to all of our business.

**National Charter School Practice:** EPIC National Charter School Practice is chaired by Joffrey Clark, National Charter School Practice Leader. The practice holds monthly calls that include our practice leaders, regional directors, and market relations executives to review the latest trends, regulatory, compliance and legislative efforts.

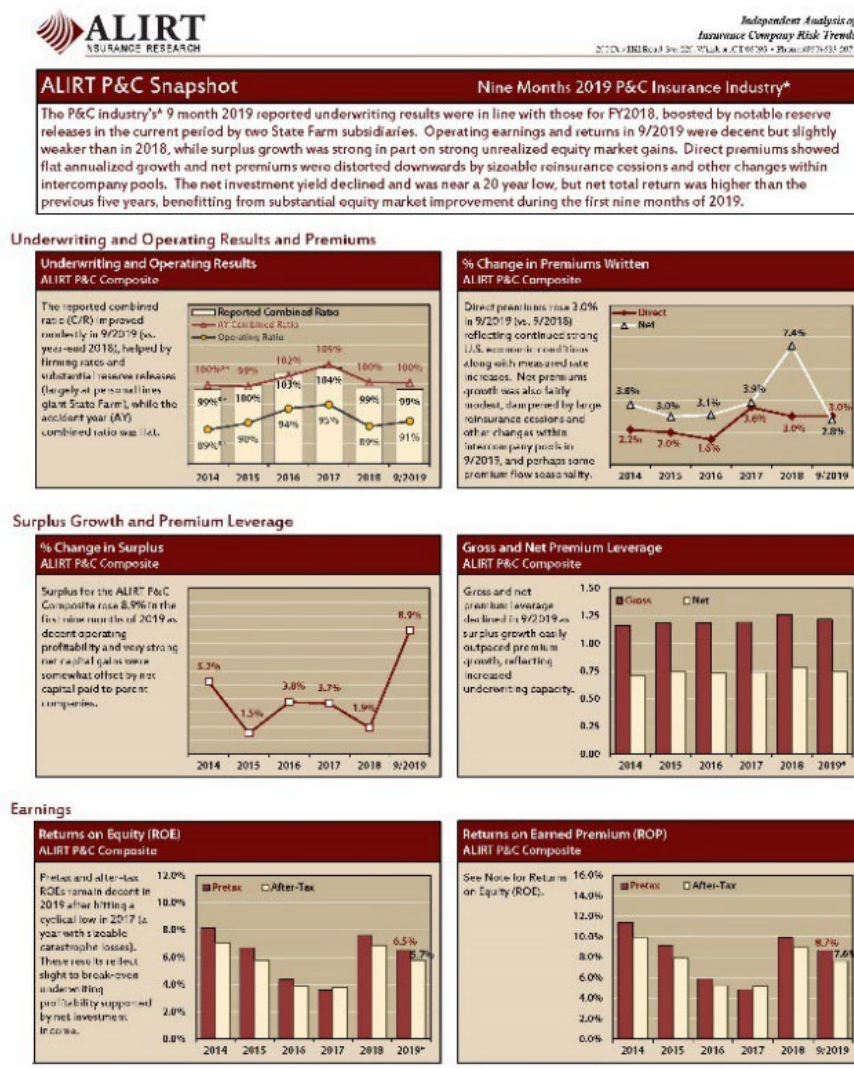
**CIAB:** EPIC is an active member of the Council of Insurance Agents and Brokers. As such we are involved in the ongoing efforts to shape our industry to the benefit of our clients. We are privy to lobbying efforts throughout the year and our senior leadership attends the annual four-day conference to meet with the senior leadership of all the major insurance companies.

**ALIRT:** EPIC utilizes the services of an independent, investment research firm – **ALIRT™** – to provide sophisticated analysis of insurance company financials. ALIRT systematically ranks insurance company performance in several categories:

- Underwriting Results & Trends (e.g., Combined Ratios, Loss Ratios, and LAE Ratios)
- Operating Results & Trends (e.g., Operating Ratios, Expense Ratios, Combined Ratios)
- Investment Results & Trends (e.g., Return on Earned Premiums, Net Investment Yield, Total Return on Investable Assets)
- AM Best, Fitch, Moody’s and S&P Ratings (size and rating performance)
- Group Performance

ALIRT’s deep team of analysts far outperforms the secondary research conducted by our “mega-broker” competitors. Thus, we are able to use an “early warning system” that utilizes 14 key red flags to identify deterioration of an insurance company’s performance before the rating agencies publish any negative findings.

Clients will be alerted via e-mail and a call from your team of any adverse developments with any insurers of which we are aware, as well as changes in the published financial ratings of insurers for any client policies placed or to be placed by EPIC with any such insurer.



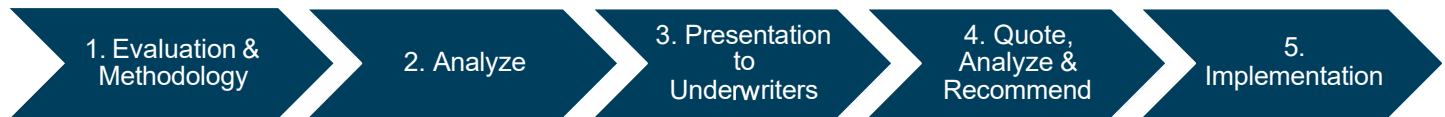
**Current issues that are relevant to charter schools include:**

- Impact of COVID-19
  - Insurer reaction to business interruption claims: physical damage, contamination wording...
  - Overall industry financial impact
  - State by state legislation impacting coverage – property, workers comp, liability
- The hardening property markets
  - Upward trending rate and pricing pressure
  - Valuation scrutiny
  - Increased cost of construction
  - Increased cost of goods
  - Restrictive terms and conditions
  - Capacity cutbacks
- The state of the education market including:
  - Virtual learning
  - Regulatory compliance and restrictions
  - Student enrollment unpredictability
  - Increase in Cyber crime
  - Staff shortage
  - Increase in Employment Practices Liability claims
  - Increase in SPED liability claims
- The extended statute of limitation for Sexual Abuse and Molestation civil suits in CA:
  - Increase in frequency of claims
  - Upward trend in settlements
  - The Assembly bill proposing no statute of limitations
  - The removal of caps on jury awards



## Assessment of the school's risks

When a new client engages EPIC. We perform a review of current insurance program, asset list, and exposures to gain a good understanding of the charters risks.



STRATEGY MEETING	ANALYSIS PHASE	UNDERWRITER MEETINGS/MARKET NEGOTIATIONS	REVIEW OF RENEWAL TERMS AND CONDITIONS	PROGRAM IMPLEMENTATION
<ul style="list-style-type: none"> <li>Agree on goals, timeline and strategy for renewal as soon as decisions are made</li> <li>Assess “state of the insurance marketplace” as backdrop to strategy</li> <li>Outline underwriting information required for analysis</li> <li>Agree on marketing strategy</li> </ul>	<ul style="list-style-type: none"> <li>Obtain exposure information; prepare cat modeling, loss forecasting and collateral analysis</li> <li>Discuss program design alternatives</li> <li>Present a full analysis of exposures and policy forms for underwriting submission</li> <li>Prepare submission and deliver to markets</li> </ul>	<ul style="list-style-type: none"> <li>Conduct face to face meetings with AIMS K-12 College Prep [if desired] and markets</li> <li>Provide market feedback and pricing to client</li> <li>Continue final negotiations</li> </ul>	<ul style="list-style-type: none"> <li>Perform an analysis of most competitive terms</li> <li>Present all quotations and make recommendations to clients</li> <li>Finalize pricing and terms</li> <li>Obtain binding authority and bind coverage</li> </ul>	<ul style="list-style-type: none"> <li>Address all outstanding subjectivities prior to binding</li> <li>Finalize collateral requirements</li> <li>Secure binding documentation</li> <li>Process certificates of insurance, <b>auto ID cards</b> and premium invoices</li> <li>Implement loss control and claims handling protocols</li> </ul>

## Sample Ongoing Tasks Outline

TASK	DURATION
<b>Account Status Meetings</b>	
Status meetings will be held by the service team to:	Monthly
<ul style="list-style-type: none"> <li>Review the overall status of account services</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Exchange of ideas and suggestions</li> </ul>	Trimester
<ul style="list-style-type: none"> <li>Review open items</li> </ul>	Semi-annually
<ul style="list-style-type: none"> <li>Review status of new acquisitions (if applicable)</li> </ul>	Continuous
<b>Open Claim Status Meetings</b>	
Status meetings will be held to:	Semi Annually (more if appropriate)
<ul style="list-style-type: none"> <li>Ensure that claims are proceeding on schedule</li> </ul>	
<ul style="list-style-type: none"> <li>Keep Service Team members aware of developing loss experience</li> </ul>	



<ul style="list-style-type: none"> <li>Assist claim department in the assembly of claim information, policy review, and other issues as deemed necessary</li> </ul>	
<ul style="list-style-type: none"> <li>Review status of TPA servicing/report distribution (if applicable)</li> </ul>	
TASK	DURATION
<b>Risk Consulting</b>	
Ensure physical risks are identified, understood and addressed	Continuous – 40 Hours Included
<ul style="list-style-type: none"> <li>EPIC Onsite Inspections and coordination/participation of Insurer inspections</li> </ul>	
<ul style="list-style-type: none"> <li>Corporate Safety Program Review</li> </ul>	
<ul style="list-style-type: none"> <li>Loss Trend Analysis</li> </ul>	
<ul style="list-style-type: none"> <li>Property Risk Control Services</li> </ul>	
<b>Monitor Industry Trends</b>	
Trends will be monitored in a meeting to identify:	Monthly
<ul style="list-style-type: none"> <li>New market developments</li> </ul>	
<ul style="list-style-type: none"> <li>Identification of “Hot” markets</li> </ul>	
<b>Evaluate Insurer Financial Strength</b>	
Frequent monitoring of commercially available information for financial ratings of insurers and adverse events that may have an impact on our clients. Clients can expect prompt notification of negative changes in the published financial ratings of any of your carriers. EPIC understands that you may have contractual obligations to lenders and clients that require specific AM Best ratings. Based on New Design’s requirements, we can set the parameters on our placements, plug in market watch criteria with our corporate marketing team and we can also create automated email notifications of any adverse reports in the news with any of our carriers.	Continuous
<b>Stewardship Reports</b>	
Achievements and objectives for each Service Team member will be periodically reviewed by operational leadership as well as EPIC liaisons to:	Continuous
<ul style="list-style-type: none"> <li>Establish action plan for the coming year</li> </ul>	
<ul style="list-style-type: none"> <li>Measure the performance of the service team</li> </ul>	
<ul style="list-style-type: none"> <li>Review status of goals and objectives</li> </ul>	
<ul style="list-style-type: none"> <li>Review of accomplishments, problems and development of adjustment measures</li> </ul>	
<ul style="list-style-type: none"> <li>Review of organizational changes and plans at both AIMS K-12 College Prep and EPIC, which may influence current and future plans</li> </ul>	
<ul style="list-style-type: none"> <li>Inform AIMS K-12 College Prep of activity in all appropriate primary and excess markets that could affect its current and future risk transfer plans</li> </ul>	
<ul style="list-style-type: none"> <li>Review insurance budget and premium/loss forecast/cost allocations</li> </ul>	
<b>Risk Exposure Analysis</b>	
Drawing from experience, the Service Team is available for consultation to identify exposures and assist in the implementation and monitoring of the appropriate risk management technique. The basic framework for analysis:	Bi-Annually
<ul style="list-style-type: none"> <li>Identify exposures through visits, questionnaires, flowcharting, financial statements and other records</li> </ul>	
<ul style="list-style-type: none"> <li>Classify exposures as to severity, frequency, impact on achieving corporate objectives and insurability</li> </ul>	
<ul style="list-style-type: none"> <li>Suggest engineering, administrative and risk transfer or assumption techniques to actively monitor and control the exposure</li> </ul>	
<ul style="list-style-type: none"> <li>Assist in implementing selected techniques</li> </ul>	

Premium Audit Review	
Support through assistance with initial estimation of exposure bases, review of rates, classifications and modifications used in calculation of premium. We take a proactive approach to audits by requiring a preliminary meeting with the Insurance Company auditor to review audit worksheets prior to the issuance of a billable audit. When necessary, Workers' Compensation classification studies using NCCI standards will be conducted	6 months after expiration

## Other Services and Expertise

### MARKET TRENDS, STRENGTH & STABILITY

We remain current in marketplace knowledge and provide this information to our clients on a real-time basis through email alerts as well as open items calls.

Periodically, we provide a market report to our clients that outlines industry trends and developments as well as market worthy news such as emerging risks, changes in carrier appetites, and underwriter staff changes. Given the Global Pandemic the world is experiencing market reports happen real-time. Periodic regulatory filings of insurers' fiscal results and the investigations and monitoring of carriers by rating agencies such as Standard & Poor's, A.M. Best, and Dun & Bradstreet are among other data we regularly examine and share with our clients. EPIC also utilizes the services of an independent, investment research firm – ALIRT™ – to provide sophisticated analysis of insurance companies financials. We “run” ALIRT™ reports for our clients regularly as part of our annual fee.

In conducting an annual stewardship report we will also share the most current market reports and new coverages available to AIMS K-12 College Prep. Another formalized meeting in which market trends and new coverages are discussed would occur via a captive program if in fact AIMS K-12 College Prep opts this risk transfer model in the future.

### REVIEW OF INSURANCE & INDEMNIFICATION LANGUAGE IN CLIENT/VENDOR CONTRACTS

A core element of our service process is review of contracts to identify elements of risk transfer and insured exposures. We will consult with AIMS K-12 College Prep with respect to potential improvements in contract wording, additional insurance that AIMS K-12 College Prep may require (i.e., pollution, professional liability, surety) and assistance in negotiating case-by-case exceptions to general requirements.

### PREMIUM AUDIT & RECONCILIATIONS

As placing broker, EPIC will review for accuracy all policy audits and reconciliations on prior program terms depending on the nature of the placements as well as each policy period going forward.

### CLAIMS MANAGEMENT SUPPORT

EPIC has added a long overdue new responsibility to traditional claims advocacy – routinely deploying our claims professionals at the earliest stages of the underwriting process to align policy wording to the client's expectation before a claim occurs. Simply put, claims issues are coverage issues. The traditional disconnect between a broker's placement group and claim service group has kept coverage lessons learned in one claim dispute from

preventing the next dispute. Our claim experts will stress test program design and policy wordings and offer recommendations to significantly improve the reliability of a client's coverage when it is most important; before the policy is bound. This is also the time that we would interview/confirm a Third-Party Adjuster that will be handling certain claims by line of coverage. We believe this continuity will lend itself to greater efficiency and outcomes in claims handling.

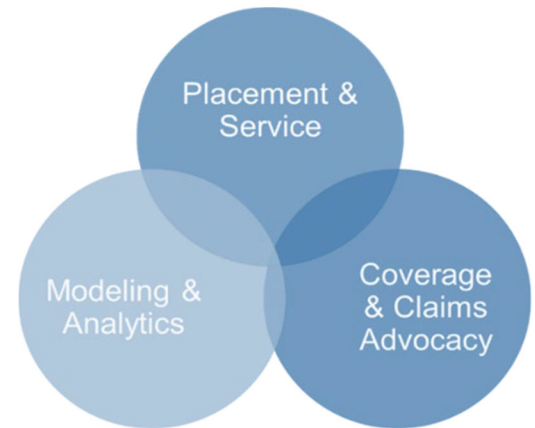
Our coverage experts are an integral part of the service team who partner with the brokers to first understand and identify risk exposures. Obtaining intimate knowledge of our clients' business and risk management goals allows us to craft customized terms and conditions to help ensure that the policy will meet New Design's objectives. A "gap" analysis will also be performed to ensure coordination of existing policies (specifically the General Liability as the Umbrella/Excess policies) in the event of a claim impacts both/all policies.

## EPIC CLAIM SERVICES

EPIC claim advocates have extensive experience as former claim adjusters and are uniquely equipped to assess and manage claims, recognize potential high hazard exposures and partner with risk management teams to reduce loss frequency and assist with coverage disputes.

### Post-Loss Underwriting and Advocacy Services

- Assist in reporting claims and potential claims
- Advise client on defense counsel options, best practices and defense counsel performance and negotiate insurer approval of defense panel selections
- Sophisticated analysis of carrier reservation of rights and/or coverage denials
- Advocate client claim interests up to a carrier's senior claims executives, as needed
- Monitor settlement processes and address coverage issues



While each coverage line has unique components to the claims process, there are some general parameters that is followed

Our dedicated team responds to all of your Commercial Insurance claims needs including:

- Assisting you with reporting of Property & Casualty claims
- Providing you with Workers' Compensation claims reviews & advocacy
- Acting as liaison between you and the insurance carrier
- Reviewing summons and complaints prior to insurance carrier submission

## **PROPERTY CLAIMS**

- Provide advocacy in all Property claim issues
- Send all claims through our office so that the loss is reported to the appropriate carrier(s). We want to have first notice to ensure that we maintain control of the claim.
- We visit claims sites with the Risk Manager and adjuster(s) as soon as possible after a loss.
- We will request contracts from you at the time the loss to enable you to secure coverage from the appropriate parties.
- We will also work with other parties' carriers until your needs are met.
- We facilitate claim reviews with carriers and TPAs to provide you with an ongoing understanding of your claim issues.
- We can assist in pursuing subrogation from other parties.

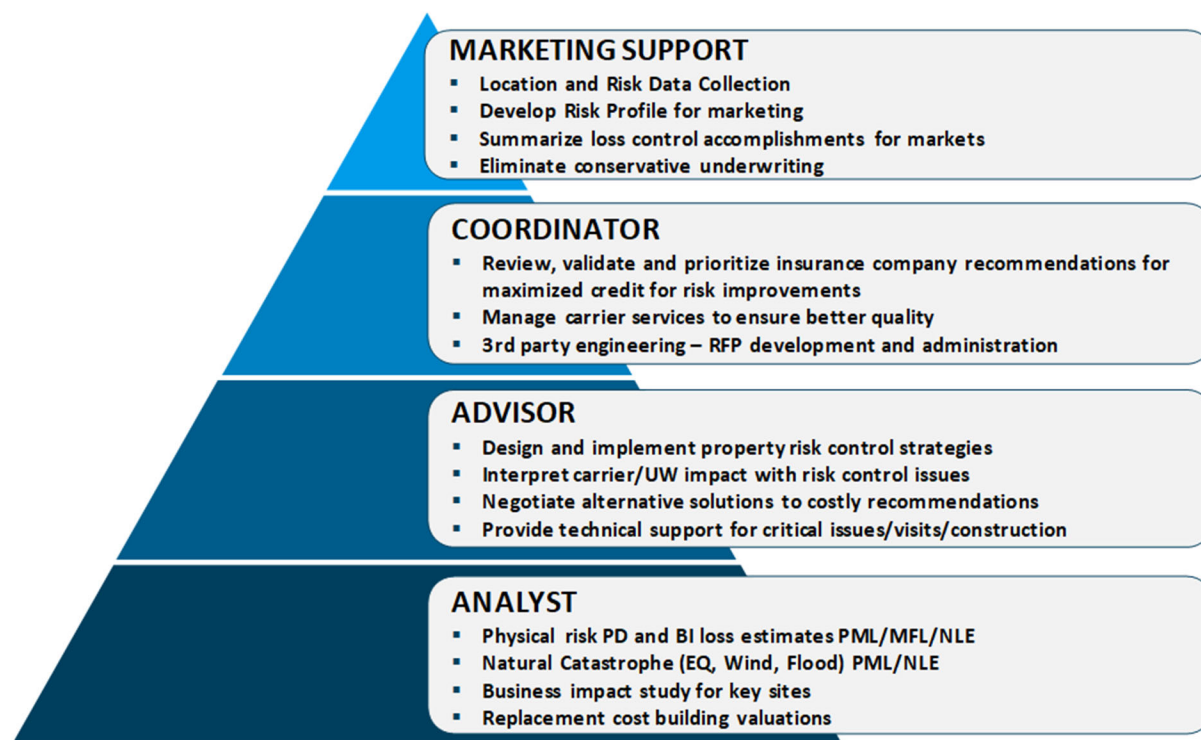
## **LIABILITY CLAIMS:**

- Set-up protocols to address settlement prior to reporting. Review/draft insurer and client claim handling instructions.
- Provide customized claims reporting forms and associated training.
- Receive and report claims within 24 hours.
- Assist with selection of counsel.
- One email address for the entire Claims Department.
- Contract review and coverage analysis on reported claims.
- We use a system that allows us to have electronic files, enabling us to access each other's files.
- Facilitate claim reviews with carriers and TPAs and manage claim closures.
- Provide advocacy in all Liability claim issues.

## **LOSS PREVENTION SERVICES**

We focus on reducing your exposure to risk, and reducing your costs associated with property insurance premiums, capital improvements, and losses. Specifically, EPIC will assist AIMS K-12 College Prep by:

- Validating and prioritizing insurers recommendations on your behalf based on our extensive experience with both insurers' engineering and real estate risks. Our service includes negotiating appropriate cost-effective alternatives to these recommendations and coordinating your insurer's engineering services to ease any administrative burden.
- Visiting key areas to resolve critical issues, facilitate communication, and support New Design's operations team. Our service will include accompanying your staff during insurers' inspections at key locations to aid in resolving potential issues.
- Supporting the marketing/renewal process with insurers' engineers and underwriters to represent your risk control strategy, current risk quality, and future plans to impact pricing and terms.
- Assisting in building valuation using Marshall and Swift methodology, the most recognized method in the insurance industry.
- Creating metrics that can be used to support your risk management goals and objectives as well as demonstrate the effectiveness of your risk control strategy.
- Providing a written opinion and analysis of insurer's loss control recommendations.



## EPIC's Property Risk Control Consulting

### Loss Control Schedule

Function	Tasks	Timeframe
Initial Loss Control	<ul style="list-style-type: none"> <li>• Schedule and attend initial loss control visit from the selected insurance carriers to assess risk exposures</li> </ul>	Immediately After Renewal
Claims Review	<ul style="list-style-type: none"> <li>• Schedule and attend open claims review with prior insurance carriers to close open claims</li> <li>• Prepare trend analysis to review charter's pain points</li> </ul>	Immediately After Renewal
Loss Prevention & Property Assessment	<ul style="list-style-type: none"> <li>• Visit all campuses for property assessment and prepare Marshall Swift report for building valuation</li> </ul>	3 Months After Renewal
Training Opportunities	<ul style="list-style-type: none"> <li>• Identify training opportunities and schedule with appropriate vendors and consultants</li> </ul>	Immediately After Renewal

## Best Value Incentives

EPIC Charter School Practice support team will provide additional services as needed and negotiated by AIMS K-12 College Prep such as:

- **Claims Management**
  - Reporting of all claims, except Workers Compensation. Typically, insurance broker services will not handle small claims or any claims not involving broker provided insurance policies. EPIC reports all claims including non-EPIC provided insurance policies and assist in managing the claim cycles.
  - Analyze claim historical information based on AIMS K-12 College Prep internal reporting procedures. Insurance companies have different claims handling and reporting protocols. EPIC assists both the insurance companies and AIMS K-12 College Prep during the claims cycle
  - Property claims management
  - Auto claims management
  - Injury Trends & Claim Analysis report
- **Risk Management Team Advocacy**
  - Provide risk management training to Risk Management Team
  - Assist Risk Management Team create process and procedures
  - Provide Workers Compensation claims report & management training to HR Team
- **Banking/Bond Finance Contract Compliance Review**
- **Master Trust Insurance Program Compliance Review**
- **Lender insurance requirement review.** EPIC provides guidance and recommendations to AIMS K-12 College Prep lenders on insurance limits. Lenders often request insurance coverages and limits that are not indicative of the current liability
- **Insurance report for S&P and Moody's financial rating review**
- **Annual insurance projection expense.** EPIC provides annual insurance budget to support budgeting process with relation to growth plan and the insurance market rate trends
- **Construction insurance program management.** EPIC will participate in review of construction projects to ensure insurance compliance and coverage adequacy
- **Continuous audit of assets to ensure coverage adequacy**
  - Complete Building Replacement Cost valuation review using Marshal Swift tool
- **Campus visits with insurers loss control representatives** to provide guidance to local campus representative and assist with questions
- **Flood & Earth Movement management** – EPIC will work in conjunction with AIMS K-12 College Prep to review flood zones and Earth Movement high risk zones for all properties and ensure coverage is in place as needed
- **Selected counsel:** EPIC obtains approval for AIMS K-12 College Prep selected counsel as preferred counsel on litigation claims



# Appendix B

## EPIC Team BIO

When you hire EPIC, you hire the entire company. The hallmark of our client service philosophy is extreme client-centricity with senior management involvement as a fixture in every account. Our service structure is primarily organized around an Account Services Team that is assigned to you based on your specific needs and history.

We serve our charter school clients through our Charter School Practice comprised of seasoned team members who are equipped to provide sophisticated counsel and service detail to the charter school industry. As an EPIC client, we will serve your organization with a dedicated team and multiple points of contact.

All members of our team demonstrate EPIC's commitment to service excellence as well as the stability, strength and low turnover of our organization. Your Account Services Team will consist of: Jonathan Wheat, Director, Charter School Practice, Joffrey Clark, Principal & National Charter School Practice Leader; Heidi Newell, Client Executive, Charter School Practice; Andrea Reyes, Client Manager, Charter School Practice; and Norma Brehm, P&C Claims Manager. Heidi Newell will handle strategic direction, and Andrea Reyes will handle day- to-day account support along with client, carrier, and employee interface. Jonathan Wheat will be the relationship manager, responsible for your overall satisfaction and serve as another point of contact as a liaison and advocate for your organization. Joffrey Clark will provide advisory from the national level. Biographies of your Account Services Team are as follows.



Jonathan Wheat joined EPIC Brokers in 2021 and has been providing risk management services and creating insurance products for schools since 2013. Prior to Joining EPIC Jonathan was the Team Lead for AIG's Large Commercial Underwriting Practice in Los Angeles with a focus on Education.

Jonathan provides risk management solutions and strategies to charter schools across CA from the Bay Area down to San Diego. Jonathan also has his Chartered Property and Casualty designation which he utilizes to create comprehensive and cost-effective insurance programs for charter schools. In his spare time Jonathan is the sitting board secretary for a Los Angeles based CMO which gives him unique insights into the operating challenges that charter schools face.

## **Jonathan Wheat, CPCU**

**Los Angeles, CA**  
**Director, Charter School Practice**



**Joffrey Clark, CSRM**

**Dallas, TX**

**Principal & National Charter School  
Practice Leader**

Joffrey Clark joined as a Principal & Charter School Practice Leader for Edgewood Partners Insurance Consultants (EPIC) in Dallas, TX. Joffrey has been providing insurance risk consulting expertise since 1995. Before EPIC, Joffrey was Senior Vice President at McGriff Insurance Services (previously Regions Insurance Services), specializing in Charter Schools.

Joffrey provides risk management strategies and solutions to assist Charters in managing their unique operations and achieved Certified School Risk Manager status to further understand their complex exposures. Joffrey has been a distinguished member and speaker at the Texas Charter School Association. His experience and expertise has allowed the national insurance providers to understand Charters



**Heidi Newell, CSRM**

**Dallas, TX**

**Charter School Practice Client  
Executive**

Heidi Newell joined as Client Executive with the Charter School Practice for Edgewood Partners Insurance Consultants (EPIC) in Dallas, TX. Before EPIC, Heidi was a Client Executive at Alliant Insurance Services working in public entity for 22 years, the last 8 were spent working with Charter Schools nationwide.

Heidi is responsible for supporting new business development and design, strategic placement and management of property and casualty insurance programs, providing risk management strategies and solutions for the charter schools. She works closely with each of her accounts to ensure exemplary service approach and makes every client interaction a positive, results-oriented experience.



Andrea Reyes joined as Client Manager as a part of the Charter School Practice for Edgewood Partners Insurance Consultants (EPIC) in Dallas, TX.

Andrea assists in marketing new and renewal accounts including reviews of complex contracts, coverage verification, and servicing the daily needs of clients. Andrea's personal approach ensures each client has a skillful and enjoyable experience. With focus on alignment, Andrea works with her team to ensure the execution of risk management strategies and programs are tailored to the client's specific needs. Andrea has been providing exceptional insurance service since 2001. She has extensive client management experience from other national brokerages and over a decade as a middle market underwriter.

## **Andrea Reyes, CISR CPIA CIIP CLP**

**Dallas, TX**  
**Charter School Practice Client  
Manager**



Norma has 30+ years in the industry with experience in a host of different business types, including healthcare, transportation, airlines, manufacturing, construction, mining, entertainment, retail, auto sales, education, and food service just to name a few. She holds multi-lined adjuster licenses in the states of Arizona, Texas and Oklahoma, with extensive knowledge of Colorado and Alaska, and a broad knowledge of jurisdictions across the nation.

In her role as a Claims Manager for the Southwest Region, she will be responsible for providing technical and consulting services to our clients, assisting Risk Managers with their claims, and tenaciously advocating for clients, while reducing their overall cost of risk.

## **Norma Brehm**

**Dallas, TX**  
**P&C Claims Manager**





Andy brings over 35 years of experience serving clients with property and casualty claims and coverage advocacy. Andy Joined EPIC in 2014 as a Principal in the Energy and Construction practice group. Early in 2016, Andy took on the role of National Construction Claims Practice Leader responsible for providing assistance in resolving complex claims.

Andy began his insurance career as a producer, selling personal lines and small business accounts, working his way up to large complex risk management accounts. He has held various positions with Liberty Mutual Insurance Co. and its subsidiary, Wausau, as well as Cobbs Allen Hall, a regional insurance broker. Andy has maintained his focus on claims, risk management and commercial insurance coverage.

**Andy D'Entremont, ESQ., CIC**  
**CRIS ARM AIC ERC**

**Birmingham, AL**

**National Director of Property/Casualty  
Claims**

# Appendix C

## License & Proof of Insurance

# California Department of Insurance

## EDGEWOOD PARTNERS INSURANCE CENTER

License # 0B29370

Pursuant to the requirements of the State of California Insurance Code,  
EDGEWOOD PARTNERS INSURANCE CENTER is authorized to act in the following capacity:

License	Effective Date	Expiration Date
Insurance Producer	09/08/1994	09/30/2024
Qualifications		
Accident & Health or Sickness	09/08/1994	
Administrator	01/13/1995	
Casualty	09/08/1994	
Life	09/08/1994	
Property	09/08/1994	
Surplus Lines Broker	09/08/1994	
Variable Life and Variable Annuity	09/23/2020	

Business Address: 1 California Street, Suite 400, San Francisco, California 94111

  
Ricardo Lara, Insurance Commissioner



Please note: To validate the accuracy of this license you may review the individual or business entity's license record on the California Department of Insurance's website at [www.insurance.ca.gov](http://www.insurance.ca.gov) "Check License Status."





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Edgewood Partners Insurance Centers (EPIC)</b> <b>(San Ramon – Branch ID14394)</b> <b>P.O. Box 5003</b> <b>San Ramon, CA 94583</b>		<b>Phone No.:</b> (212) 488-0200 <b>CONTACT NAME:</b> Laura Alvarez <b>PHONE:</b> 212.488.0200 <b>E-MAIL:</b> <a href="mailto:laura.alvarez@epicbrokers.com">laura.alvarez@epicbrokers.com</a> <b>ADDRESS:</b> <b>FAX:</b> 212.488.0220	
<b>INSURED</b> <b>Edgewood Partners Insurance Center</b> <b>1 California Street, Suite 400</b> <b>San Francisco, CA 94111</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ALLIED WORLD SURPLUS LINES INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>24319</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A <input type="checkbox"/>				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>INSURANCE AGENTS E&amp;O</b>			03129988	07/26/2023	07/26/2024	<b>EA CLM/AGGREGATE \$250K RETENTION</b> \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

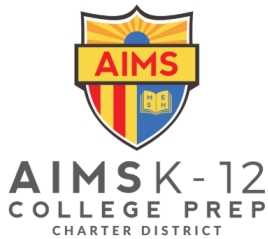
## CANCELLATION

<b>*EVIDENCE OF COVERAGE*</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION
	AUTHORIZED REPRESENTATIVE  EPIC Code: 1

ACORD 25 (2016/03)

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## AIMS K-12 College Prep Charter District

**American Indian Public Charter School II (K-8)**  
171 12th St | Oakland | CA 94607

E elementary@aimsk12.org  
T 510-893-8701  
F 510-893-0345

www.AIMSK12.org

**AIMS College Prep Middle School**  
171 12th St | Oakland | CA 94607

E middleschool@aimsk12.org  
T 510-893-8701  
F 510-893-0345

**AIMS College Prep High School**  
746 Grand Ave | Oakland | CA 94610

E highschool@aimsk12.org  
T 510-220-5044  
F 510-519-5549

### REQUEST FOR PROPOSAL FOR AN INSURANCE BROKER

August 14, 2023

AIMS K12 College Prep (AIMS K12) is a public charter school district within the Oakland Unified School District serving student from grade K-12. The Charter District operates three Schools (1) Elementary school, (1) Middle School and one (1) High school. The schools operate under a Board of Directors who have authority over the governance of the schools.

AIMS K12 College Prep (AIMS K12) is requesting proposals from qualified proposers to serve as an Insurance Broker for their three (3) charter schools consisting of AIMS K12 College Prep Middle Charter School, AIMS K12 College Prep Elementary Charter School, and AIMS K12 College Prep High School.

Proposals are due no later than 4:00 P.M. Pacific Time, 08/24/2023 to the Business Operations Office, AIMS K12 College Prep, 171 12<sup>th</sup> Street, Oakland, CA 94607. Proposals will be accepted by electronic media to the email address: finance@aimsk12.org.

Proposer also certifies the it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, gender, disability, genetic information, or any other classification protected by federal, California state constitutional, or statutory law; and does not and will not maintain or provide its employees any segregated facilities at any of its establishments.

AIMS K12 College Prep offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, gender, disability or genetic information.

EPIC Insurance Brokers

COMPANY NAME

4675 MacArthur Court #705

510-691-8994

ADDRESS

Newport Beach CA 92660

PHONE

FAX

Jonathan.Wheat@epicbrokers.com

CITY

STATE

ZIP

E-MAIL ADDRESS

Names and signatures below certify that you understand and agree to all information in this Request for Proposal.

Jonathan Wheat

*Jonathan Wheat*

8/25/23

AUTHORIZED REPRESENTATIVE (Print)

Signature

Date

GENERAL CONDITIONS:

# Coversheet

## AIMS K12 College Prep Exec Memo Unaudited 2223

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	D. AIMS K12 College Prep Exec Memo Unaudited 2223
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AIMS_K12_College_Prep_Exec_Memo_Unaudited_2223.docx



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*Downtown Oakland Campus*

**AIPHS**  
*Lakeview Campus*

171 12th Street  
Oakland, CA 94607

746 Grand Avenue  
Oakland, CA 94610

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

## **AIMS K-12 College Prep** 2022-2023 Unaudited Actuals Executive Summary

AIMS K-12 College Prep is a Charter District comprised of 3 schools. AIMS College Prep Middle School, formerly known as, American Indian Public Charter School was initially established in 1996. The AIMS K-12 College Prep Charter District was formed in 2006 with the expansion of schools, adding AIMS College Prep High School, formerly known as American Indian Public High School and AIMS College Prep Elementary School, formerly known as, American Indian Public Charter II, (K-8). The Charter is located in Oakland of Alameda County.

For the 2022-2023 school year, AIMS K-12 College Prep Charter District enrolled 1278 students in 3 schools. AIMS K-12 employed 121 full-time staff to serve our students.

### **Governance**

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

### **Enrollment**

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

2022-2023 2nd Interim	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTAL
Enrollment	222	623	433	1278
Average Daily Attendance %	96%	97%	93%	
Average Daily Enrollment	213	604	403	1220



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## Budget

AIMS college Prep's fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. The budget for July 1, 2022 to June 30, 2023 totals \$26,580,949 in revenues.

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

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

## Special State Funds

- ASES: Afterschool Program
- A-G Grants (for High School Only)
- Educator Effectiveness Block Grant

## Local Funds

- LOCAL FUNDS (Measure G1, Donations & Grants)
- State Special Education

## Federal

American Indian Model Schools receives direct funding\* of federal funds for at risk students:

*\*Direct Funding: Federal allocation is directly provided to Charter. The funds do not "pass-through" the Authorizing District (Oakland Unified School District). These funds are issued at a reimbursement rate, funds must be expended and applied for reimbursement quarterly.*

- Title I, Part A Low Income at Risk
- Professional Development (Title II)
- English Learners (Title III)
- Title VI,
- **NSLP/SSO:** Funding to provide meals to those students qualifying for free or reduced lunches.
- NEW: Universal Food Program
- Facilities Grant (*Expired June 2022*)
- CARES Act: ESSER Funding (1<sup>st</sup> and 2<sup>nd</sup> Round) (*Expired June 2022*)
- ESSER III (3 Year grant 21-22 thru 23-24)
- Expanded Learn Opportunity Plan
- Expanded Learning Opportunity Plan -Para-professional
- COVID response- In-Person Learning Grant
- Extended Learning Opportunity Grant
- Pre-K Grant (Planning) (*Revenue recognized in 21-22*)

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



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## **Budget Benchmarks – Process timeline**

- AIMS 2023-2024 Budget Adoption: June 15,2023
- State's 2023-2024 June Budget Adoption: June 30,2023
- 45 Day Budget Revision (not required): Mid-August
- **Unaudited Actuals (2022-23 Closing): September 01,2023**
- First Interim (Realignment based on July – Oct 31 Activity): December 1, 2023
- January Governors Release (Projections for 2024-2025): January 2024
- Second Interim (Realignment based on Nov 1, 2023– Jan 31, 2024)- March 1,2024
- Governors May Revise (Revision to Jan. Gov. Release): May 2024
- 2024-25 Budget Adoption – June 15, 2024

## **Unaudited Actuals**

Unaudited Actuals are an annual statement reporting the financial activities of the District in which the data are not yet formally audited. Unaudited Actuals are presented to the Board each September, reflecting the District's final year end closing from the June 2023.

## **Revenues**

AIMS K12 is primarily funded by State and Federal revenues. AIMS receives 79% of its revenue from State resources, 7% from Federal Resources and 24% of revenues are based on grants and/or local revenues.

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

Description	Actual
<b>LCFF</b>	\$15,702,559
<b>Federal Revenue</b>	\$1,856,889
<b>Other State Revenue</b>	\$2,641,095
<b>Local Revenue</b>	\$6,380,406
<b>Total Revenue</b>	<b>\$26,580,949</b>

## **Expenses**

AIMS K-12 2022-2023 expenses reflects a 44% investment in Personnel expenses and 55% allocated to the operations of the organization. The total expenses for the 2022-2023 school year are \$23,823,455.





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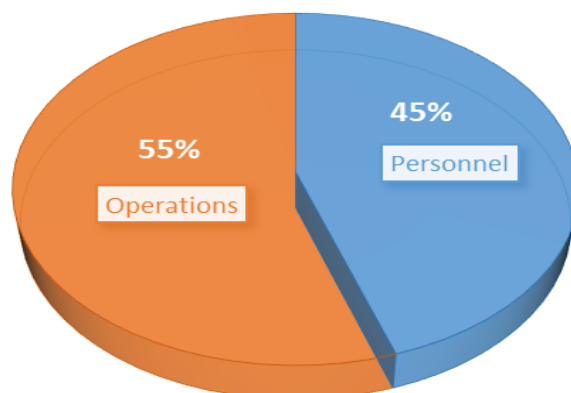
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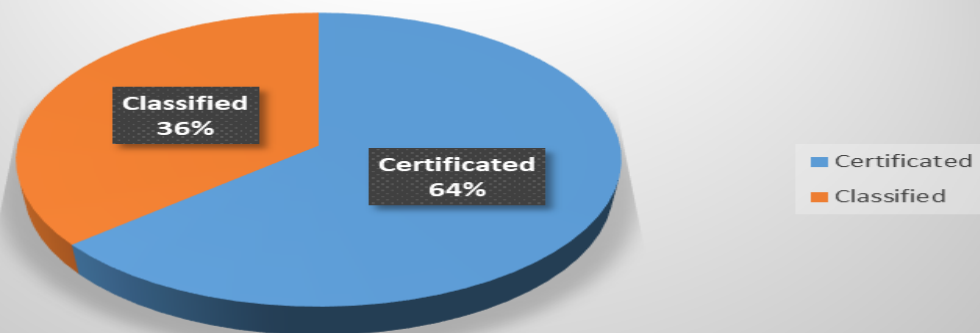
## AIMS 22-23 EXPENSES



### Salaries & Benefits

Salary compensation represents 45% of expenses across all AIMS Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 22% across all schools. This can vary greatly due to two primary factors: health and welfare benefits and PERS. Health and welfare benefits (medical/dental/vision insurance premiums), if requested by the employee, can vary due a number of factors, including an employee's age and number of dependents. AIMS tracks and reports health and welfare benefits as precisely as possible, reflects as a variance in the percentage of benefits for employees at AIMS. PERS requires an employer contribution of 25.90% of classified salaries. Teachers are offered a 3% match for any voluntary contribution to an 403B retirement plan.

## Salary Expenses





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## AIMS MIDDLE

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

## AIMS ELEMENTARY

AIMS Elementary School is a K – 8. The staff for the K – 5 components are fully funded at Elementary School II and the Middle school (6-8) component reflects the following Full Time Equivalent (FTE) split:

AIMS MIDDLE 52%  
AIMS ELEMENTARY 48%  
100%



<b>AIMS K-12 COMPENSATION EXPENSES</b>	
<b>Certificated Salaries</b>	\$5,268,343
<b>Classified Salaries</b>	\$2,969,269
<b>Employee Benefits</b>	\$2,428,901
<b>Personnel Expenses</b>	<b>\$10,666,513</b>

## **Books and Supplies**

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

4100	Approved Textbooks and Core Curricula Materials	\$390,126
4200	Books and Other Reference Materials	\$160,250
4300	Materials and Supplies	\$146,364
4315	Classroom Materials and Supplies	\$356,137
4316	Student/Pupil Testing	\$86,687
4317	Student Incentives	\$5,543
4342	Materials for School Sponsored Athletics	\$49,116
4381	Materials for Plant Maintenance	\$41,917
4400	Noncapitalized Equipment	\$150,466
4410	Computers/Network/Software	\$227,283
4430	Noncapitalized Student Equipment	\$4,138
4440	Student Events	\$20,989
4700	Food and Food Supplies	\$550,302
<b>Books and Supplies</b>		<b>\$2,189,318</b>



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

## Services and Other Operating Expenses

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

5200	Travel and Conferences	\$106,060
5210	Training and Development Expense	\$135,722
5300	Dues and Memberships	\$58,768
5400	Insurance	\$154,835
5500	Operation and Housekeeping Services	\$18,928
5501	Utilities	\$325,328
5502	Janitorial Services	\$412,172
5503	Security Locks/Keys	\$508
5504	Pest Control Services	\$6,296
5505	Student Transportation/Field Trips	\$128
5600	Space Rental/Leases Expense	\$191,862
5601	Building Maintenance	\$195,632
5602	Other Space Rental	\$13,256
5605	Equipment Rental/Lease Expense	\$55,287
5800	Professional/Consulting Services and Operating Expenditures	\$959,135
5803	Banking and Payroll Service Fees	\$44,721
5805	Legal Services	\$114,739
5806	Audit Services	\$14,280
5810	Educational Consultants	\$299,582
5812	Non employee substitutes	\$877,651
5815	Advertising/Recruiting	\$13,004
5820	Fundraising Expense	\$23,542
5821	Scholarship Expense	\$22,180
5822	Staff Appreciation - Non Public Funds	\$7,358
5830	Field Trip Expense	\$15,018
5836	Transportation Services	\$1,186
5842	Services Student Athletics	\$47,045
5850	Scholarships Awarded	\$10,300
5873	Financial Services	\$369,178
5875	District Oversight Fee	\$155,495
5877	IT Services	\$58,392
5890	Interest Expense/Fees	\$358
5900	Communications (Tele., Internet, Copies,Postage,Messenger)	\$313,930
5901	Marketing	\$21,286
5910	Postage	\$1,171
<b>Services &amp; Other Operating Expenses</b>		<b>\$5,044,332</b>



**American Indian  
Model Schools**  
*A School at Work!*

**AIPCS I & II**  
*Downtown Oakland Campus*

171 12th Street  
Oakland, CA 94607

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

**AIPHS**  
*Lakeview Campus*

746 Grand Avenue  
Oakland, CA 94610

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

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

A CMO controls all elements of the operation of the schools under its control, including holding the charter. By convention, a CMO manages at least three schools. ([wikipedia](https://en.wikipedia.org/wiki/Charter_management_organization))

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

CMO INTERPROGRAM TRANSFER		
8785	CMO Management Fee	\$4,117,005
5899	CMO Management Fee Expense	\$4,117,005

## Capital Outlay

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

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



6900	Depreciation Expense	\$378,105
<b>Capital Outlay</b>		<b>\$378,105</b>

## Other Outgo

For the 2022-23 school year, AIMS provided settlement funds to Oakland Unified School District for the discontinuance of services for Special Education. This agreement extends through the 2023-2024 fiscal year. The final expenses recorded in the 2022-23 fiscal year reflect a General Fund encroachment of \$1,000,000.

Funding to support the in-house Special Education services provided to AIMS K-12 students and the agreement with the El Dorado SELPA are reflected in other areas of the budget.



7141	Special Education Encroachment District	\$1,000,000
7438	Debt Service - Interest	\$428,182
<b>Other Outgo</b>		<b>\$1,428,182</b>



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171 12th Street  
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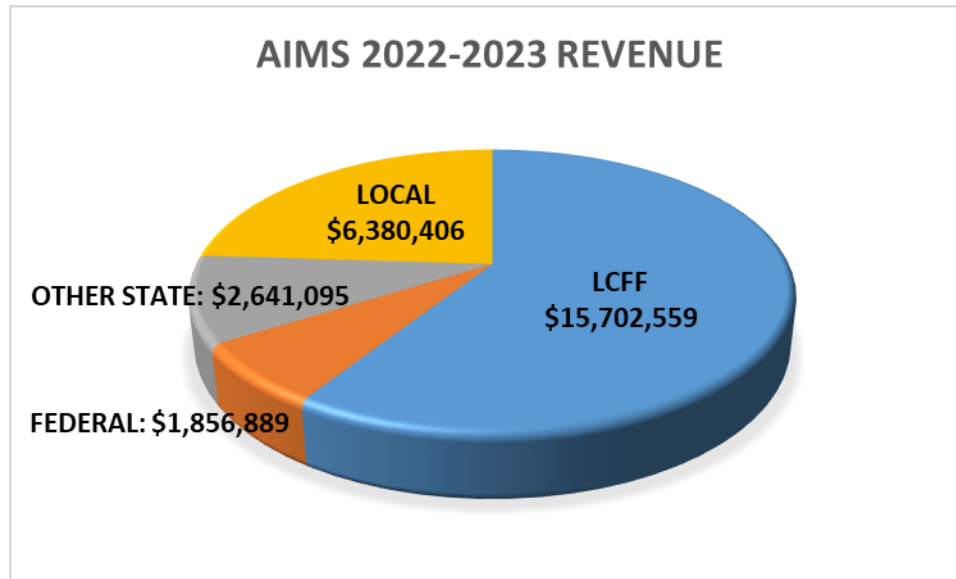
746 Grand Avenue  
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## Summary

For the 2022-2023 school year, AIMS K-12 College Prep received \$26,580,949 in revenue. The composition of those funds are as follows:



Description	Actual
<b>LCFF</b>	\$15,702,559
<b>Federal Revenue</b>	\$1,856,889
<b>Other State Revenue</b>	\$2,641,095
<b>Local Revenue</b>	\$6,380,406
<b>Total Revenue</b>	<b>\$26,580,949</b>

EXPENSE CLASSIFICATIONS		ACTUALS
1000	Certificated Salaries	\$ 5,268,343
2000	Classified Salaries	\$ 2,969,269
3000	Employee Benefits	\$ 2,428,901
4000	Books and Supplies	\$ 2,189,318
5000	Services and Other Operating Cost	\$ 9,161,337
6000	Capital Outlay	\$ 378,105
7000	Other Outgoing	\$ 1,428,182
<b>TOTAL EXPENSES</b>		<b>\$ 23,823,455</b>

AIMS expensed \$23,823,453, during the 2022-2023 resulting in an excess revenue vs expense of in the amount of \$2,757,494.



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## CASH FLOW STATEMENT



	Cash Source / (Use)	July	August	September	October	November	December
Operating Activities	Revenue	\$376,294	\$1,252,654	\$2,192,292	\$1,504,616	\$1,992,659	\$1,497,217
	Expenses	(\$1,409,960)	(\$1,992,929)	(\$1,628,310)	(\$1,649,388)	(\$1,819,527)	(\$1,783,573)
	Total Net (Loss)/Income	(\$1,033,665)	(\$740,275)	\$563,981	(\$144,771)	\$173,132	(\$286,356)
	Receivables	\$2,645,947	\$370,507	\$636,378	\$471,590	\$484,356	\$8,172
	Intracompany Receivables	\$0	\$0	\$0	\$0	\$0	\$0
	Prepaid Expenses	\$36,477	\$25,620	(\$6,054)	(\$4,472)	\$65,046	\$0
	Current Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0
	Other Assets	\$0	\$0	\$0	\$0	\$0	(\$500)
	Accounts Payables	\$19,085	\$331,036	(\$200,367)	(\$239,149)	\$2,413	(\$108,725)
	Accrued Salaries and Taxes	(\$124,094)	\$36,769	\$8,850	\$12,744	\$10,004	\$490
	Short Term Loans	\$0	\$0	\$0	\$0	\$0	\$0
	Deferred Revenue	\$0	\$0	\$160,376	\$101,832	\$1,128,022	\$91,274
	Other Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Operating Activities	\$1,543,749	\$23,658	\$1,163,164	\$197,774	\$1,862,973	(\$295,645)
Investing Activities	Capital Expenditures	\$30,846	\$30,846	\$18,980	\$25,016	\$30,846	\$30,846
	Other Investing Activities	\$0	\$0	\$0	\$0	\$0	\$0
	Equity Transfers	\$0	\$0	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Investing Activities	\$30,846	\$30,846	\$18,980	\$25,016	\$30,846	\$30,846
Financing Activities	Cash Flow Financing - Secured Debt	\$0	\$0	\$0	\$0	\$0	\$0
	Loan Payables	(\$17,961)	(\$17,961)	(\$17,961)	(\$17,961)	(\$18,856)	(\$18,856)
	Deferred Lease Expense	(\$1,873)	(\$1,873)	(\$1,873)	(\$1,873)	(\$1,873)	(\$1,873)
	Net Cash provided/ (used) by Financing Activities	(\$19,834)	(\$19,834)	(\$19,834)	(\$19,834)	(\$20,729)	(\$20,729)
	Cash at Beginning of Period	\$5,397,034	\$6,951,796	\$6,986,466	\$8,148,776	\$8,351,732	\$10,224,823
<b>Net Increase/(Decrease) in Cash</b>		\$1,554,761	\$34,670	\$1,162,311	\$202,956	\$1,873,091	(\$285,528)
<b>Cash at end of Period</b>		\$6,951,796	\$6,986,466	\$8,148,776	\$8,351,732	\$10,224,823	\$9,939,295





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## CASH FLOW STATEMENT

January	February	March	April	May	June
\$3,168,175	\$1,684,280	\$2,075,124	\$2,855,022	\$1,890,536	\$6,092,079
(\$1,651,795)	(\$2,279,971)	(\$2,017,704)	(\$2,034,630)	(\$1,855,591)	(\$3,700,078)
\$1,516,380	(\$595,691)	\$57,419	\$820,392	\$34,945	\$2,392,002
\$15,779	\$0	\$84,211	\$105,989	\$25,541	(\$4,579,394)
\$0	\$0	\$0	\$0	\$0	\$0
(\$13,717)	\$13,717	\$0	(\$85,008)	(\$2,905)	\$80,782
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$500
(\$17,165)	\$468,293	(\$516,339)	(\$201,194)	\$51,545	\$353,986
\$14,704	\$20,734	\$400	(\$83,597)	\$3,212	\$126,564
\$0	\$0	\$0	\$0	\$0	\$0
\$103,024	\$0	\$0	\$1,489,702	\$0	\$684,500
\$0	\$0	\$0	\$0	\$0	\$0
\$1,619,005	(\$92,947)	(\$374,309)	\$2,046,284	\$112,338	(\$941,062)
(\$135,414)	\$34,019	\$33,997	\$27,513	\$34,015	\$43,380
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$130,548
(\$135,414)	\$34,019	\$33,997	\$27,513	\$34,015	\$173,928
\$0	\$0	\$0	\$0	\$0	\$0
\$107,608	(\$19,894)	(\$21,874)	(\$23,632)	(\$29,157)	(\$21,648)
(\$29,958)	\$0	\$0	\$0	\$0	(\$0)
\$77,650	(\$19,894)	(\$21,874)	(\$23,632)	(\$29,157)	(\$21,648)
\$9,939,295	\$11,500,535	\$11,421,713	\$11,059,527	\$13,109,692	\$13,226,889
\$1,561,240	(\$78,822)	(\$362,187)	\$2,050,165	\$117,197	(\$788,782)
\$11,500,535	\$11,421,713	\$11,059,527	\$13,109,692	\$13,226,889	\$12,438,107

CASH AVAILABLE AT JUNE 30, 2023 \$12,438,107

# Coversheet

## Vendor Agreement - All Tied Up

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	E. Vendor Agreement - All Tied Up
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AIMS Vendor Agreement 2023-24-1_230824_221930 (1).pdf



## Contract for Services

### Contract term July 2023-June 2024

All Tied Up  
1721 Broadway, Ste 201  
Oakland, Ca 94612  
510-571-7999

Armand Carr, Founder/CEO  
Eileen Gazaway, Executive Director

Date: July 1, 2023

*All Tied Up is dedicated to developing, nurturing and sustaining partnerships with businesses, community groups, educational institutions and non-profit organizations with a shared vision. Our goal is to enhance our community by providing practical support that creates a true paradigm shift, instituting positive change, thus improving lives.*

**Term of Contract:** This is a contract for services between **All Tied Up** and AIMS K-12, entered this 1st day of July 2023 for the period of July 2023-June 2024.

#### **Hold Harmless and Indemnification**

All Tied Up agrees to indemnify and hold harmless District, its officers, agents, employees and volunteers from any and all loss, costs and expense including legal fees, or other obligations or claims, arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability and damage to property, or any other loss, damage, injury or other claim of any kind or nature, arising out of the activities, omissions to act or negligence of All Tied Up (Vendor) and/or Vendor's officers, agents, independent contractors, subcontractors or affiliated entities and/or their employees, agents and representatives, whether such activities, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not.

All Tied Up further agrees to pay or cause to be paid for any and all damage, or loss or theft to the property of the District arising out of the performance of services, omissions to act, or negligence of All Tied Up (Vendor). District assumes no responsibility whatsoever for any property placed on the District premises. All Tied Up agrees to waive all rights of subrogation against District. Notwithstanding the foregoing, All Tied Up (Vendor) shall not be responsible for indemnification for claims or losses caused solely by the negligence of the District.

### **Insurance**

All Tied Up covenants and agrees to provide general liability, automobile liability (if driving on District sites), products and completed operations, property damage and errors and omissions insurance in an amount of not less than \$1 million per claim or occurrence. Proof of Workers' compensation coverage evidencing statutory limits and Employers' Liability limits evidencing not less than \$1 million. All Tied Up (Vendor) further agrees to provide all insurance coverage as required to conduct business with the District. All Tied Up (Vendor) agrees to provide the District with proof of insurance evidencing required insurance coverage at least 30 days prior to commencement of services under this Agreement and name the District as an additional insured on the general liability and automobile liability (if driving on District premises) coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the District.

### **Limitation of Payments**

- Prices and amounts shown herein are the maximum amounts authorized for payment under this Agreement (excluding any handling/delivery charges unless specified herein).

### **Payment Terms**

- Net-30 days

### **Invoices**

Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6 in the purchase order. Failure to enter the above information on the invoice shall cause a delay in payment.

### **Warranty**

All Tied Up "All Tied Up (Vendor) " agrees that all supplies, equipment, or services furnished under this Agreement shall be covered by the most favorable commercial warranties the All Tied Up (Vendor) provides any customer for such supplies, equipment, or service, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provision of this Agreement.

### **Excusable Delays**

All Tied Up shall be excused from performance hereunder during the same time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

### **Independent Contractor**

While providing the services ordered herein, All Tied Up shall be and act as an independent contractor. All Tied Up understands that no employment relationship is established by this contract for services. All Tied Up will not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or with District employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

All Tied Up shall provide their own Worker's Compensation insurance and shall properly report all income in accordance with federal and state law.

#### **Termination by District**

All Tied Up understands the District may, at any time, with or without reason, terminate this Agreement and compensate All Tied Up only for goods and services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by All Tied Up (Vendor) . Notice shall be deemed given when received by All Tied Up or no later than three days after the day of mailing, whichever is sooner.

#### **Assignment of Purchase Order**

All Tied Up shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, and duties, or obligations without the prior written consent of the District.

#### **Compliance with Laws**

All Tied Up shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state , and local laws, ordinances and regulations.

All Tied Up shall be in compliance with the Drug Free Workplace Act of 1988.

#### **Certificates/Permits/Licenses**

All Tied Up and all its employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of goods or services pursuant this Agreement.

#### **No Rightist Third Parties**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

#### **Limitation of District Liability**

Other than as provided in the Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.

Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with Agreement for the services performed in connection with the Agreement.

#### **California Law**

This Agreement shall be governed by and the rights, duties and obligations of the parties all be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

#### **Waiver**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

#### **Severability**

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

## Scope of Services

### Contract term July 2023-June 2024

All Tied Up agrees to perform the following services:

Activities	Tentative Timeline	Tentative Days	Hours
AIMS College Prep Elementary School (5th Grade) Quarterly Assembly	September October February May	Fridays	1 hour per activity  (4 total)
Student Mentoring and Enrichment Monthly Workshops (6-8)	2x a month September-June	Wednesdays	1.5 hours  (30 hours)
Student Mentoring and Enrichment Monthly Workshops (9-12)	2x a month September -June	Thursday	1.5 hours  (30 hours)
Podcast/Cisco Networking Academy (5-12)	2x a month September-June	Saturday	2 hours (40 hours)
Field Trips	8 Field Trips September - June	TBD	6 hrs base per trip (48 hours)

(152 hours)

### AIMS College Prep Elementary School (5th Grade)

**Project Name:** Quarterly Assemblies

**Project Timeline:** September 2023-June 2024 (September 8th, October 27th, February 9th, and May 24th) 60-minutes each

**Service Time:** After normal school day hours in accordance with extended funding requirements.



**Objective:** Organize and facilitate 4 energetic, self-empowerment rallies designed to motivate and uplift students, helping them to discover their unique strengths and embrace their incredible potential.

### **AIMS College Prep Middle School (6th-8th)**

**Project Name:** Student Mentoring and Enrichment Monthly Workshops **Project timeline:** September 2023-June 2024 (Semester 1: Sept. 23, Oct. 7, Nov. 18, Dec.2. Semester 2: Jan 13, Feb, 10, March 23, Apr. 13, May 11, June 1)

**Service Time:** After normal school day hours in accordance with extended funding requirements.

**Objective:** Provide a supportive and interactive environment where participants can develop a positive self-image, build self-confidence, and acquire essential life skills that will empower them to navigate challenges and thrive both academically and personally.

- Physical/Mental Health
- Networking
- Financial Literacy
- Provide supportive services to promote social well-being, and encourage positive behavior.
- Self-empowerment exercises
- Leadership development
- Special Guests

### **High School and Middle School Podcast /Cisco Networking Academy**

**Project Timeline:** September 2023-May 2024

**Service Time:** After normal school day hours in accordance with extended funding requirements.

**Objective:** The AIMS Podcast Project will be a hands-on learning experience that will teach participants how to be productive students that use language as a tool for positive change. Students will learn to create, publish and promote 5-10 minute long podcast episodes. One of the highlights of the All Tied Up podcast program is the opportunity for students to interview esteemed community leaders both within their school campus and from the broader community. These leaders can include teachers, administrators, local activists, business professionals, and other inspiring figures who are making a difference in their respective fields. These interviews will enable students to learn from the experiences and wisdom of these leaders, gaining valuable perspectives and advice that can shape their own journey.

- Intro to Podcasting  
Objective: Familiarize students with podcasting as it relates to topics
- Teambuilding  
Objective: Identify students with similar interests and create teams.
- Brainstorming and Choosing a Topic  
Objective: Teams will work together brainstorming to come up with a podcast topic.

Students will learn the basics of:

- Programming
- Production
- Promotion
- Packaging

Students will learn the basics of working in various positions:

- Executive Producer
- Producer
- Host
- Audio Engineer
- Audio Editor

**All Tied Up Cisco Networking Academy (certification courses) Project Timeline:**  
**September 2023-June 2024**

**Objective:** Through the All Tied Up Cisco Networking Academy, students will dive into the exciting world of networking, information technology and cybersecurity. They will gain a deep understanding of how networks operate, learning about protocols, infrastructure, and network architecture. By exploring the fundamentals of networking, students will develop a strong foundation that will serve as a launching pad for future success in the IT industry. They will explore the principles of securing computer networks and systems, understanding the vulnerabilities and threats that exist in today's digital landscape. By learning essential cybersecurity skills, students will be equipped to protect and defend against cyber attacks, making them valuable assets in our increasingly connected world.

*\*\*Upon successful completion, students will gain industry-recognized certifications that not only validate their skills and knowledge but also open doors to exciting career opportunities in the fields of IT and cybersecurity.*

**AIMS College Prep High School (9th-12) \$10,000 -\$5k per semester**

**Project Name:** Monthly workshops/assemblies

**Project Timeline:** August 2023-May 2024

**Objective:** Monthly workshops and/or assemblies to help promote self-empowerment through education in the following areas:

- Mental Health
- Physical Health
- Financial Health
- Networking
- Leadership development
- Special guests

**AIMS College Prep Middle and High School Field Trips**

**Project Timeline:** September 2023-May 2024 (8 field trips)

**Objective:** Designed to expose students to various industries and career paths through engaging company tours and insightful panel discussions. Utilizing our vast network of resources, this program aims to broaden students' horizons, inspire curiosity, and help them

make informed decisions about their future endeavors.

**Signature Authority**

All Tied Up has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of All Tied Up has been properly authorized and empowered to enter into this Agreement.

In Witness Whereof, All Tied Up hereto has executed this Agreement on the date indicated below.

All Tied Up (Vendor)

Date: 8/24/2023

Signature: 

Print Name: Armand Carr

Title: CEO

All Tied Up

1721 Broadway, Ste 201

Oakland, Ca 94612

510-571-7999

[alltieduppr@gmail.com](mailto:alltieduppr@gmail.com)

[www.alltiedup.org](http://www.alltiedup.org)

Non-profit

Employer Identification Number: 87-2619949

\*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Appendix: Invoice Submission Schedule

Invoice #	Submission Date	Due Date
990091	7/25/2023	8/25/2023
990092	7/25/2023	8/25/2023
990093	7/25/2023	11/1/2023
990094	7/25/2023	8/25/2023
990095	7/25/2023	11/1/2023
990096	7/25/2023	8/25/2023
990098	7/25/2023	8/25/2023
990099	7/25/2023	11/1/2023
990100	8/15/2023	8/25/2023

# Coversheet

## AIMS Student and Family Handbook

**Section:** IV. Consent Calendar  
**Item:** F. AIMS Student and Family Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
AIMS+K-12+COLLEGE+PREP+CHARTER+DISTRICT+STUDENT+AND+FAMILY+HANDBOOK+2  
023-2024.pdf



# AIMS K-12

## COLLEGE PREP

CHARTER DISTRICT

## AIMS K-12 COLLEGE PREP CHARTER DISTRICT STUDENT AND FAMILY HANDBOOK 2023-2024

### AIMS College Prep Elementary School

171 12TH STREET,  
OAKLAND, CA 94607  
TEL: 510-893-8701  
FAX: 510-893-0345  
[elementary@aimsk12.org](mailto:elementary@aimsk12.org)

### AIMS College Prep Middle School

171 12TH STREET,  
OAKLAND, CA 94607  
TEL: 510-893-8701  
FAX: 510-893-0345  
[middleschool@aimsk12.org](mailto:middleschool@aimsk12.org)

### AIMS College Prep High School

746 GRAND AVE  
OAKLAND, CA 94610  
TEL: 510-220-5044  
FAX: 510-893-0345  
[highschool@aimsk12.org](mailto:highschool@aimsk12.org)

[WWW.AIMSK12.ORG](http://WWW.AIMSK12.ORG)

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# 1. INTRODUCTION

## 1.1. Welcome Statement

Dear AIMS Families,

This handbook is designed to acquaint you with official AIMS District policies and to better help prepare you for a rigorous college prep environment and beyond.

AIMS K-12 reserves the right to adopt changes to its handbook at any given time as needed. Updates to this handbook will be communicated to all families and students and will be posted on our school's website at [aimsk12.org](http://aimsk12.org).

## 1.2. AIMS K12 College Prep Charter District

**Year Founded:** 1996 (Oakland, CA)

**Mascot:** Golden Eagles

**School Colors** - Red, Athletic Gold, and Royal Blue\*

**Number of Students:** 1300

**Website:** [www.aimsk12.org](http://www.aimsk12.org)

**Email Address:** [Communications@aimsk12.org](mailto:Communications@aimsk12.org)

**District Address:** 171 12<sup>th</sup> Street Oakland, CA 94607

**Office Phone Number:** (510) 893-8701

**Superintendent:** Maya Woods-Cadiz

**Board President:** Christopher Edington

## 1.3. AIMS K-12 History

Founded in 1996, AIMS K-12 began as a middle school (AIPCS) by Native American families looking to retain a cultural connection for their children. AIPCS was Oakland's second publicly-funded charter school. In 2006, AIPCS became the first Oakland public charter school in Oakland to win recognition as a National Blue-Ribbon School. Later that year, AIPCS expanded to include a high school (AIPHS), and, in 2012, AIMS K-12 expanded to include an elementary school. As AIMS K-12 grew, the student body became increasingly diverse and, in 2018, both our elementary and middle schools were recognized for nearly closing the achievement gap in African American students.

During the 2018-19 school year, the AIMS Board of Trustees (the "Board") took action to change the name of AIPHS to AIMS College Prep High School (AIMS HS). During the 2019- 20 school year, AIMS College Prep High School was awarded the A-G Award from Families In Action (FIA) with 100% A-G graduate rate completion for African-American students. Additionally, in 2020, the AIMS K12 organization received the California Charter School Association Hart Vision Award, recognizing AIMS as the Northern California Charter school network of the year. In 2017, AIMS HS began its first athletic program. Since that time, our sports teams have won 4 varsity championships, 3 varsity championship runner-up's, 5 JV Championships, 2 CIF-Oakland Section Championship Runner-Ups, and 8 students participated in the CIF State Championships over a two-year period. Students must maintain a 3.0 GPA in order to partake in AIMS sports programs.

## 1.4. Mission Statement

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

## 1.5. AIMS Credo

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

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

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

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

## 1.6. AIMS Values

**Excellence** - Commitment to excellence in all that we do.

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

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

**Family and Community** - Building of family and community.

**Equity** - Social awareness and justice that leads to action.

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

## 1.7. AIMSTRONG

AIMSTRONG has developed into the official moniker of the AIMS K12 College Prep Charter District. The AIMSTRONG acronym describes the model AIMS student:

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

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

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

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

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

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

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

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

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

## 1.8. AIMS Model

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

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

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

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

## 2. SCHOOL INFORMATION AND PROCEDURES

### 2.1. Academic Calendar

A copy of the Academic Calendar can be found online at [calendar.aimsk12.org](https://calendar.aimsk12.org).

### 2.2. Leaving the School During the Day

All AIMS schools are closed campuses. Unauthorized leave is not permitted under any circumstances.

Leaving school during the day: If you must pick up your child early for an appointment during the day, the parent/legal guardian needs to sign out a student or sign a note explaining the reason for leaving.

Students will not be released for early dismissal 15 minutes prior to the regular dismissal time unless previous arrangements have been made with the teacher, the site administrator, and the office. When picking students up early, the parent or authorized adult will be asked to complete an early dismissal form and the office will notify the teacher to send the student to the office for departure. Parents may not enter the classroom before the class has been dismissed without prior approval from the teacher or the office.

**If a student is 18 years old or older:** If a student is 18 years old, they are allowed to sign themselves out but they must inform office staff/teachers of the purpose for leaving school. However, if they choose to sign themselves out, they must be fully aware that in the event they are cutting classes, they will be subject to disciplinary action. These absences will be marked as unexcused absences. In the event that a student must leave school, a signed note from the student's parent is preferred.

### 2.4. Visiting the School

All visitors to school sites must report to the school office when entering and receive authorization to visit elsewhere in the school site (please follow the Pandemic guidelines for the 2021-2022 school year). While AIMS strongly encourages parent visits, classroom visits during school hours must be authorized by both the teacher and the administrator. Unauthorized persons will not be permitted in school buildings or on school grounds. The School Administrator or designees are authorized to take appropriate action to prevent such persons from entering buildings and from loitering on school grounds.



## 2.5. Emergency Contact Information -Online Form Needed

Every family must submit a new emergency card or confirm the information on the existing emergency sheet each school year before classes begin. These must be submitted online. Please submit a new emergency card immediately, at any point during the year, if any of the following information changes:

- Home address
- Work address
- Home, cell, work telephone numbers
- Doctor's phone number
- People who are authorized to be contacted in case of an emergency
- Telephone numbers of people to be contacted in case of an emergency
- People authorized to pick up your child from school
- Health and Vaccination Status

## 2.6. Custodial Arrangements

Parent(s) shall provide complete information regarding the custodial care and visitation rights of their child(ren). Upon request, the parent(s) shall furnish to the School Administrator a copy of any relevant court order so as to ensure the safety and welfare of the respective student. The parent(s) shall have a continuing duty to apprise the school of any changes in the custodial care of the student and of the issuance of any court order restricting or prohibiting parental or third-party access to the child.

## 2.7. Enrollment

After a student is accepted, they would need to complete the following steps:

Submit online Registration document with the following information:

- Student's name and Age Verification Document (e.g. Birth Certificate, Passport, Parent/Guardian Affidavit)
- Provide Immunization Verification
- Copy of existing Individualized Education Program (IEP) and record of prior special education services (if applicable)
- Transcripts
- Most recent SBAC scores. Students in grades 4th through 11th (if applicable)
- Most recent ELPAC Scores (if applicable).
- Most recent student report card from the previous school.
- Technology Agreement
- Emergency Contact Information Form
- Household Income Questionnaire
- Counseling Services Form
- Media Authorization
- FERPA (Family Educational Rights and Privacy Act)
- Attend Enrollment Orientation

New and returning students will need to complete the following steps:

Submit re-registration Application with the following information:

- Provide Immunization Verification
- Technology Agreement
- Emergency Contact Information Form
- Counseling Services Form
- Media Authorization
- FERPA (Family Educational Rights and Privacy Act)
- Field Trip Permission
- Home Language Survey
- Lunch Application

Homeless students:

The law requires the immediate enrollment of homeless students. Schools cannot delay or prevent the enrollment of a student due to the lack of school or immunization records. It is the responsibility of the new school to request all necessary documents from the previous school, and refer parents to all programs and services for which the student is eligible. For more information, please refer to the Homeless Student section.

## **2.8. Confidentiality of Records**

AIMS K12 will adhere to all procedures related to confidentiality and privacy of records. In the event that a child transfers from an alternate school to AIMS K12 district, the child's cumulative records will be requested from the respective district. Upon exit from AIMS K12, the child's cumulative records will be forwarded upon request.

## **2.9. Off-Campus Lunch Policy**

Students are not allowed to leave campus during breaks or their lunch period. Outside foods may not be ordered for delivery to campus.

## **2.10. Lost & Found**

Anything left or found unattended will be considered a lost item. Any items found on campus will be taken to the Lost and Found. The Lost and Found will be cleaned out every two weeks. Items not claimed will be donated or discarded. All items brought to school should be clearly labeled with the student's name.

## 3. SCHOOL POLICIES

### 3.1. Student Dress Code Policy

All students at AIMS, grades K-12, must adhere to the dress code while on the school campus. Teachers and administrators are responsible to ensure this code is adhered to. Students not in dress code will receive detentions and other applicable consequences.

#### Dress code K-5

- Solid White or Navy polo or collar shirt
- Solid White or Navy sweater or jacket
- Solid Khaki or Navy below knee jumper, below knee dress, pants, below knee shorts or skirt
- All Black, White, Blue, or Brown shoes
- No showing jewelry
- No makeup
- No artificial nails

#### Dress code 6-8

- Solid White or Navy polo or collar shirt
- Solid White or Navy sweater or jacket
- Solid Khaki or Navy below knee jumper, below knee dress, uniform pants, below knee shorts or skirt
- All Black, White, Blue, or Brown shoes
- No showing jewelry
- No makeup
- No artificial nails
- AIMS Swag on Fridays

#### Dress code 9-12

- Solid White or Navy polo or collar shirt
- Red AIMS Jacket
- Solid White or Navy sweater or jacket
- Solid White or Navy below knee jumper, below knee dress, pants, below knee shorts or skirt
- All Black, White, Blue, or Brown shoes
- No showing jewelry
- Natural colored artificial nails no longer than you normal nail bed length
- AIMS SWAG may be worn daily

### 3.2. Technology Policies

The use of technology on campus is an opportunity to enhance the learning environment and to deliver instruction.

Technology must be used for educational purposes. Students seen off-task or on inappropriate sites will have their electronic device confiscated.

**Cell Phone Policy: Students must have their cell phones labeled. Teachers must collect cell phones at the beginning of the day or period as appropriate. Students are not to use their phones on campus.** If an adult sees a student using their cell phone, it must be taken away and returned only to the student's parent/guardian. In addition to having the phone taken away, the student will earn a detention.

Teachers must collect all cell phones at the beginning of the day or the period, as appropriate.

Academic use, which must be with the prior approval of both the administration **and** the teacher.

**Under all other circumstances, cell phones must not be seen on campus. If a cell phone is heard ringing or buzzing, it can be confiscated for the remainder of the day.**

It is recommended for students to turn their cell phones **completely off**, and to **put devices in their bags** before they arrive at school in the morning. Cell phones must be powered off to avoid any situations with their devices.

The school does not assume any responsibility for lost or stolen items.

Chromebooks:

Chromebooks are available for student use while on campus. It is the student's duty to protect and preserve the Chromebooks.

Damage to the Chromebooks due to negligence may result in loss of technology privileges.

Students are permitted to borrow Chromebooks or laptops from the office. Laptops or Chromebooks which are issued for student use will be checked out with their school ID, and must be returned in good condition at the end of the school year, or grades will be withheld.

In the case of Independent Study or hybrid learning the school will provide Chromebooks to students. Laptops or Chromebooks which are issued for student use will be checked out with their school ID, and must be returned in good condition.

Printing Services:

Whenever possible, it is the expectation that students submit all assignments digitally to their instructors as required. Students in need of physical copies of their work may email their teacher regarding printing out copies.

### **3.3. Textbooks/School Materials**

Students will be issued textbooks and materials necessary for classroom instruction. These books become the responsibility of the student. Students must cover the issued textbooks and write their names in the designated areas.

Damaged or lost books must be replaced by parents or paid in full. Unpaid textbook replacement fees may result in the school holding the student's records until the fees are paid.

### 3.4. Parent Communication Policies

It is very important to ensure that communication between your home and the school is a continuous process. To stay informed of all meetings and events, please check the monthly calendar and the school website on a regular basis.

Communication is key to AIMS being a healthy environment for students and adults. Follow these tips to effectively communicate:

With Teachers:

Parents have an opportunity to meet with teachers at Back-to-School Night and Open House in the Fall.

Parents may receive personal phone calls or emails periodically from their child's teachers.

Parents will meet with teachers for a parent/teacher conference at least once each semester. All parents are encouraged to attend teacher conferences and/or to contact teachers to meet with them throughout their child's high school years.

Parents may contact teachers by written notes, phone calls, emails, or communicate through Parent Square.

Parents may also make an appointment to meet with the teacher during their scheduled preps or open "office hours," or according to the teacher's availability. We encourage all parents to be proactive in their communication with teachers, and not only when problems may arise.

You can contact a teacher by:

1. Calling the school and leaving a message on the voice mail system; the teacher will return your **call within 48 hours**
2. Writing a note to the teacher and sending it with your student
3. Sending an email or Parent Square
4. Making an appointment to meet with the teacher during their scheduled open "office hours," or according to the teacher's availability.

With the School:

1. The AIMS website, AIMS Standard, and AIMS handbook contain answers to many of the questions parents and community members may have. Please consult these prior to contacting the school with questions.
2. Parents may contact the school with written notes, phone calls, or emails if they have questions or concerns, or make an appointment with the appropriate person to address your concerns.
3. Progress reports are given every three weeks, and must be signed by parent/guardian(s) and returned to school.
4. Report cards will be distributed every nine weeks, and parents must meet with teachers if their student is failing or if teachers request a conference.
5. Student progress, grades, attendance are also available on PowerSchool. Grades are

updated on a weekly basis.

6. AIMS Newsletters will be emailed via Parent Square.
7. Memos and flyers are sent home on an as needed basis.
8. Back-to-School Night, scheduled in the Fall, is an opportunity for parents/guardians to meet their child's teachers, to get an overview of grade level curriculum and expectations, and to learn more about the school from the School Administrator and your child's teacher.
9. Family Advisory Council (FAC) is the vehicle for parents to learn on a monthly basis about school activities and meet to support those activities.
10. Local Control Accountability Plan (LCAP) is where stakeholders learn about the budget and to provide input.
11. School Site Council (SSC) is where decisions are made regarding Federal Funds
12. Board meetings are a time for the board to meet and discuss governance. Visitors are welcomed and protocols for behavior and structure must be followed by attendees.

With your child during the school day:

If you need to communicate with your child during school, call the office and leave a message for your child. That message will be given to your child. Please make all carpool or after school pick up arrangements with your child before the school day.

### **3.5. Student Communication**

1. Students must use their school email account while on campus.
2. Students will use proper communication protocols to be heard and will not interrupt others.
3. Students will follow adult's directions.
4. Students will not use foul language, or participate in bullying, name-calling, or fighting.

### **3.6. Admissions Policy**

Admission to AIMS K12 is open to all students who wish to attend the school as outlined in Education Code, section 47605(d)(2)(A). For specific admissions information, please log into the [www.aimsk12.org](http://www.aimsk12.org) website.

AIMS K12 schools are public charter schools that will not charge students tuition, as it is free to all who are admitted. AIMS 12 will not discriminate against any student on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. AIMS k12 will also adhere to the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. AIMS shall adhere to all state and federal laws regarding the minimum age of students. AIMS k12 shall not enroll pupils over 19 years of age unless continuously enrolled in a public school and making satisfactory progress toward high school diploma requirements and is not over the age of 22.

### 3.7. Parent Involvement Guidelines

The involvement of parents in the classroom or at the school is greatly encouraged. Along with being a school volunteer, parents may visit the classroom as an observer. Parents are welcome to request an observation period at any time.

However, teachers have the right to refuse unscheduled observation requests. The best way to plan an observation is to follow these procedures:

1. Schedule a date and time with the teacher by leaving a message for them in the main office or contacting them during their office hours.
2. Explain the purpose for the observation.

Note: Observation times may be limited. During observations, teachers and support staff are not available for any one-on-one discussions or conferences. These meetings may be scheduled for a later time.

Our goal is to create the strongest possible partnership between home and school in order to increase student achievement and success. Parents are our most important partners in the road to student success. We strongly believe that students will find greater levels of academic success when their home and school share similar values about learning, develop a positive relationship, and work together to build a strong partnership.

To ensure the development of authentic and productive relationships with parents, AIMS K12 offers a variety of opportunities for you to be involved in the academic life of your child at the classroom and school levels. We further demonstrate our commitment to forging genuine partnerships with all parents by offering high-quality family services, including a comprehensive parent workshop program.

#### Ways to Participate at AIMS

##### **Become a School Instructional Volunteer:**

Throughout the school year opportunities will arise for you to volunteer in your student's classroom, in the school, and for special events. AIMS K12 encourages and welcomes your involvement and participation as a volunteer. We ask that you follow certain policies and guidelines as a school volunteer as outlined in the following section "School Volunteer Guidelines."

##### **Family Advisory Council:**

AIMS K12 has a Family Advisory Council (FAC), which serves as an advisory forum for parents to engage the AIMS K12 staff and other parents. The council will consist of the School Administrators, Parent Engagement Coordinator, teachers, other staff members, and parents. Students will also be encouraged to participate so that they may help shape school policy.

##### **LCAP Advisory Committee And SSC:**

The LCAP Advisory Committee and SSC recommends modifications to the strategic plan to reflect changing needs and/or priorities. Also, the LCAP Advisory Committee will provide input on: LCAP, SPSA curricula and instructional strategies, staff professional development, the



school budget, parent involvement, staff stipends, and the school calendar. The LCAP Advisory Committee and SSC will meet monthly during the academic year. Ultimately, the goal is to ensure that there is two-way communication between the school, parents and all its stakeholders.

Election of parent representatives and other community members are held during the fall of each school year. Nomination forms for parent and community members shall be distributed at each school site and sent home to parents. New members and alternates shall be installed by the October meeting.

Other special program/project committees may be established for specific purposes such as fundraising activities, special events, etc.

### **Participate in Parent Workshops:**

Various Parent Workshops and school special events and activities will be held during the school year. Throughout the year the school may offer educational opportunities for the continuing education of parents/guardians. Such opportunities may include classes on parenting, health topics, open communication, job training, domestic violence, and English Language Development. Other opportunities include families having the option to attend DLAC, ELAC, Wellness and Family Advisory meetings. All meeting spaces and workshops are open to families.

### **School Volunteer Guidelines**

#### **Volunteer Procedures:**

Any person interested in participating in a school's volunteer program must complete the volunteer application through the parent resources section on AIMS website:

<https://aimsk12.org/family-message..>

A volunteer for a single event that takes place for the duration of one day only does not need to submit an application but must be checked by a school administrator against the California Megan's Law online database at <http://www.meganslaw.ca.gov>.

The Parent Community Liaison must confirm and verify that the volunteer has met all requirements, including:

- Completed and signed volunteer application
- Megan's Law clearance
- Tuberculosis test clearance (no more than two years old)
- Live Scan Fingerprinting required

Volunteer applicants need to be fingerprinted only once during their volunteer service. AIMS adheres to the California State statutes pertaining to supervised volunteerism in public schools. Fingerprinting clearance by the FBI and the DOJ is required for the following persons:

- Persons providing direct instruction to students regardless of the number of hours engaged in such activity, even if supervised by a certificated employee
- Persons volunteering in any school for more than 16 hours per week, regardless of supervision
- Persons volunteering for less than 16 hours per week under general supervision and whose duties require significant contact with students, as determined by the school

principal, including the following: unch supervision assistants/food handlers

School volunteers are required to sign in at the school office upon entering the campus and sign out when they exit the campus.

### **Volunteer Guidelines**

Classroom and student work is always confidential. Please don't discuss student problems with anyone except the teacher or School Administrator. Try not to compare children within the classroom. Since there are as many methods as there are teachers, please do not compare different methods of teaching. There is no defined best way to teach. Work positively for the good of the school. Constructive criticism should be directed only to the supervising teacher or school administrator. When you are volunteering in the classroom, please remember that you are doing so under the direction of the teacher. Ask questions! If something is unclear, please ask for clarification. If you have any questions about volunteer policies and procedures, please contact the Administrative Assistant to the School Administrator.

## **3.8. Harassment, Discrimination, and Bullying Policy**

AIMS K12 is committed to protecting its students, employees, and applicants for admission from bullying, harassment, or discrimination based on the actual or perceived characteristics set forth in Penal Code Section 422.5, Education Code Section 220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.

AIMS K12 believes that all students and employees have a right to a safe, equitable and harassment-free school environment. As a school, we have an obligation to promote mutual respect, tolerance and acceptance. AIMS K12 prohibits any acts of discrimination, harassment, and bullying on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means, consistent with this policy. Bullying, harassment, or discrimination will not be tolerated and shall be just cause for disciplinary action.

For additional information, please read the Section on School Code of Conduct and Disciplinary Procedures.

## **3.9. Administrative Searches**

Administrators reserve the right to provide searches in accordance with state and local laws.

## **3.10 Use of Student Images/ Schoolwork**

The District often includes images of students engaged in school activities and events as part of outreach and information about our programs for parents, family, and the wider community.

Community organizations or partners value these images as compelling ways to share and urge support for the work of our teachers and students.

During the school year, your student may be photographed or filmed by District staff while participating in school programs and activities. If you have a special concern about the use of your student's image or name, please notify the school office and request to opt your child out of media and pictures related to the district.

### **3.11. Media and Special Projects**

There are times when schools may be featured in various news media. News reporters, photographers and/or film crews from TV, radio stations, newspapers, magazines, online publications, or other media may wish to interview, photograph and/or film your child in relation to a story about our schools or students, such as a school performance, a sports competition, or other newsworthy events. Your child's name might be included in the report. We want you to know:

Media representatives must register immediately upon entering any school building or grounds when school is in session and a media representative who wishes to photograph students on school grounds should first make arrangements with the School Administrator or designee.

- The district will not impose restraints on students' right to speak freely with media representatives at those times which do not disrupt a student's educational program.

Parents/guardians may, at their discretion, instruct their children not to communicate with news media representatives. Please discuss your wishes with your students if you do not want them to be interviewed, photographed, or filmed by news media on or off campus.

## 4. STUDENT ATTENDANCE

Consistent school attendance is critical to student success. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school, and high school dropout rates - particularly among students of color.

Because of the vital link between students' attendance and academic success, we take pride in the fact that our school's attendance rates for students far surpass District and state averages. Students are recognized for perfect attendance each quarter. Attendance is a priority at AIMS and, with the understanding that some absences are unavoidable, this attendance policy outlines procedures for ensuring that consistent learning is not hindered by absences.

### 4.1. How to Report an Absence

When your child is absent from school, please notify your child's school at 510-893-8701 (K-8) and 510-220-5044 (9-12). You can also contact each school site through their direct email: Elementary School ([elementary@aimsk12.org](mailto:elementary@aimsk12.org)), Middle School ([middleschool@aimsk12.org](mailto:middleschool@aimsk12.org)), or High School ([highschool@aimsk12.org](mailto:highschool@aimsk12.org)).

When leaving a message regarding your child's absence please provide the following information:

- Student's name
  - Date(s) absent
  - Reason for absence
  - Grade/teacher
  - Your name and your relation to child
  - Daytime phone number
1. Attendance is taken at the beginning of each class period. The office staff will call home daily when students are absent.
  2. Once an absence is reported by a parent/guardian, the front office will notify the student's teachers.
  3. Notifying a teacher or designee directly without first notifying the front office is not sufficient and will not excuse a student's absence.

### 4.2. Excused and Unexcused Absences

Students who are absent for any reason must attend Saturday School. Please be aware that the State does not reimburse the District for any absence. Every day a student is absent results in a loss of revenue to the District.

The District is still required to keep accurate records of student attendance and reasons for absences.

1. Absences are "excused" when they are due to:
  - a) Illness, quarantine, or medical, dental, optometric, or chiropractic appointment
  - b) Family emergency

- c) Legal matter
  - d) Religious holiday or ceremony - Pupils, with the written consent of their parents or guardians, may be excused from school in order to participate in religious exercises with prior approval by the School Administrator [Education Code Section 46014]. Additionally, students may be absent to attend a religious retreat [Education Code Section 48205(a) (7)], not to exceed four hours per semester. Such absences are considered excused absences, and pupils are responsible for making up missed work.  
Funeral services of an immediate family member (one day if the service is in California and not more than three days if the service is outside California).
  - e) Jury Duty
  - f) Illness or medical appointment during school hours of a child of whom the pupil is the custodial parent.
  - g) For justifiable personal reasons when the pupil's absence is requested in writing by the parent or guardian and approved by the School Administrator or a designated representative pursuant to uniform standards established by the governing board.
  - h) For the purpose of serving as a member of a precinct board
  - i) For the purpose of spending time with a member of the pupil's immediate family who is an active-duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position.
  - j) For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
  - k) Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks.
  - l) Work assignment for students who hold an entertainment work permit or who participates with a not-for-profit arts organization in a performance for a public-school audience.  
*The law limits the number of excused absences for a child holding an entertainment work permit to five absences per school year, each of which may consist of up to five days. CA. Ed. Code 48225.5.*
2. Absences due to an illness exceeding 3 consecutive days require a note from a doctor or nurse excusing the absence **AND** specifying the amount of time excused. If no note is received, the absence is considered an unexcused absence.
- **Note:** A student with an excused absence from school will be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit. The teacher of the class from which a student is absent will determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence. If the work is not completed within a reasonable time, the student will receive no credit.
3. Any absence for reasons other than those listed as EXCUSED ABSENCES are **unexcused**, even if the parent calls in to excuse it. Absences unverified after 3 school days will be recorded as unexcused.
4. A prolonged absence due to any other unforeseen circumstance must be

approved by the School Administrator.

#### **Dismissal Due to Illness:**

A child may be sent home early from school if s/he is ill or appears to be suffering from an infectious or contagious disease.

Parents/guardians or emergency contacts listed will be contacted to pick up the child.

### **4.3. Student Absence & Homework/Test Taking Procedures**

- A. Teachers will prepare homework for absent students so they can pick it up from the office to limit interruptions in the classroom.
- B. It is the student and the parent/guardian's responsibility to contact their teachers directly to obtain a copy of all missing homework assignments.
  - a) Students and the parent/guardian may notify the front office if they are unable to connect with their teacher within a 6–12 hour time period.
- C. If the students cannot get to school due to transportation issues, they should let the school know so we can try to provide a solution.
- D. Teachers will assign Saturday school to all students who are absent.
- E. Teachers will report class list/attendance grid discrepancies immediately.

### **4.4. Tardies**

- A. Students will be marked absent if they are not present by the start of the class period, as determined by the master bell schedule.
- B. Students that are tardy must first sign in at the front desk before heading to class to ensure their attendance is updated accordingly. Teachers will not allow tardy students to join class without a tardy pass, which is issued after signing in.
- C. Students with a legitimate excuse, as determined by the aforementioned section on excused absences, shall be marked "Tardy Excused" when attending class late.
- D. Students who arrive after the first 30 minutes of class without a legitimate excuse shall be marked as "Truant."

## 4.5. Truancy

California Education Code 48260 defines a student as [truant](#) if he or she has any combination of:

- Three unexcused absences;
  - Three unexcused tardies; and/or
  - Three absences exceeding 30 minutes.
1. Students shall be classified as truant if absent from school three (3) full days in one school year, without a valid excuse, or if tardy for more than any 30-minute period during the school day on three occasions during one school year, or any combination thereof.
  2. Upon reaching truant status, the parent/guardian will receive the first “Truancy Notification” letter from the school and will be referred to the Student Attendance Review Team (SART). This letter must be signed by the parent/guardian and returned to the school within ten (10) days. As part of the SART process, the parent/guardian, student, teacher representative(s) and an administrator will meet to form a SST and consider a plan for correcting the attendance problem.
  3. Upon reaching four (4) unexcused absences, the parent/guardian will receive a second Truancy Notification letter (to be signed and returned to school within ten (10) days and will be required to attend a follow-up meeting to consider a plan for correcting the problem.
  4. Upon reaching five (5) or more unexcused absences and/or tardy truant, the parent/guardian will receive a third Truancy Notification letter and will be required to meet with the Student Attendance Review Board (SARB). The SARB may include an administrator, Board member, classroom teacher, and support staff such as psychologist and or counselor. It is the school’s intent to identify and remove all barriers to the student’s success and will explore every possible option to address student attendance issues with the family. The SARB team will discuss the absence problem with the parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.
  5. After continuous attempts to resolve, students may be referred to the district attorney’s office. If the student is reported as a truant three or more times per school year, and does not follow the SARB’s directive, the matter may be referred to the District Attorney for prosecution, and other appropriate action may be taken by the school, The parent/guardian must be notified of this action. (EC §48262, §48263, §48263.5)

## 4.6. SARB/T: Student Attendance Review Board/Team

All children between 6 and 18 years of age are required by California’s Education Code to attend school and their parents have a legal responsibility to ensure their child’s attendance.

The law also states that a student’s refusal to attend school regularly can result in a referral to the School Attendance Review Board/Team (SARB/T), Juvenile Probation, and the Juvenile Court System. Additionally, parents who fail to compel their child’s attendance may face criminal prosecution and penalties. (Education Code Section 48260)

At AIMS HS the SARB/T addresses chronic attendance and truancy problems. The SARB/T



meets with students and families to collaborate, identify persistent attendance issues, and develop solutions to resolve these issues. It is a panel that may include but not limited to the school's SARB/T Coordinator, social/mental health services, community agency representatives, and a referring school site representative.

Prior to referring a student to SARB/T, the school will help the student remedy his/her attendance situation by referring the student to the Student Success Team (SST).

Interventions may include counseling, mentoring, tutoring, after school program referral, behavioral support, wellness center referral and home visits. When school sites have exhausted their resources and attendance has not improved, a family can be referred to the SARB/T panel which will then schedule a hearing before a panel and the student and parent/guardian are required to attend.

#### **4.7. Academic Consequences for Chronic Absenteeism/Truancy**

Students with unexcused absences or tardies that cannot be justified due to unforeseen circumstances will not be allowed to make up missing assignments or exams.

Upon reaching three (3) or more unexcused absences that cannot be justified due to unforeseen circumstances in any academic course in any given quarter, the student will automatically fail the quarter with a grade capped at no greater than a C-.

#### **4.8. Saturday Schools**

Students who are absent for any reason, excused or unexcused, must attend Saturday School.

For more information regarding AIMS K12 Saturday School, please see the Section on Student Code of Conduct and Disciplinary Procedures.

## 5. School Code of Conduct and Disciplinary Procedures

AIMS K12 is committed to ensuring that employees and all individuals who work with or have contact with students conduct themselves with students in a way that is supportive, positive, professional, and non-exploitative. AIMS will not tolerate inappropriate conduct or behavior towards or with students by its employees or any individual who works with or has contact with students.

At AIMS K12 we believe that by demonstrating respect for each other, we can create a safe, caring and cooperative environment that promotes learning and celebrates the uniqueness of all individuals. AIMS K12 believes that all students have the right to learn. No student has the right to choose behavior that infringes upon the rights of others. We recognize the primary role of parents as the first and best teachers of their children. We also recognize the partnership that needs to exist between home and school. Our discipline policy is designed to encourage students to acquire and apply acceptable behaviors because student behavior is a key component of school culture and sets the foundation for academic achievement.

We expect that all students behave in a respectful way toward their teachers, any adults, their classmates, and the property of others. Additionally, students will be treated and spoken to respectfully and with care.

With a focus on community building, it is our goal that every student possesses a clear understanding of how their actions affect others. While our larger goal is to discourage misbehavior preemptively, when it occurs, we use missteps as opportunities for learning and reflection. Schools have developed behavior expectations, procedures, and policies that are consistent with a positive discipline model in which we use both kindness and firmness to co-create relationships that include both care and accountability. Systematic positive praise, reinforcement of desired behaviors, and community building structures are coupled with fair and equitable consequences for students who do not adhere to their responsibilities.

AIMS K12 Schools' approach to discipline includes: teaching school rules and social-emotional skills, reinforcing appropriate school behavior, using effective classroom management and positive behavior support strategies by providing early intervention for misconduct and appropriate use of consequences, and tracking discipline data to ensure that rules and consequences are being applied fairly to all students.

Upon enrollment and at the beginning of each school year, AIMS K12 families will each receive a copy of the Parent/Student Handbook in their Enrollment Packets and be asked to review the Handbook and agree in writing to abide by the provisions of the Handbook, including the school's discipline policy. The plan may include, but are not limited to, day-to-day discipline including, school detentions, in-school suspensions, Saturday schools, disciplinary probation, and guidelines for suspension and expulsion. The student discipline policy will define student responsibilities, unacceptable behavior, and the consequences for noncompliance. In addition, school staff members review the discipline policy with new students and parents at the commencement of school each year.

Teachers will be trained during professional development meetings to use effective classroom management strategies to maximize instruction and minimize student misbehavior, and there will be school-wide systems for assigning both positive and negative consequences. Positive consequences include privileges such as lunch with teachers and free dress. Students who do

not adhere to stated expectations for behavior and who violate the school's rules may expect consequences for their behavior.

Consequences may include, but are not limited to:

- Warning, verbal and/or written
- Individual conference with the teacher
- Loss of privileges
- Individual behavior contract
- Referral to the School Director or other school staff member
- Notices to parents by telephone or letter
- Parent conference, at school or during a home visit
- Suspension
- Expulsion

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Any student who engages in repeated violations of the school's behavioral expectations, or a single severe infraction, will be requested to attend a meeting with the school's staff and the student's parents. The school will prepare a specific, written agreement outlining future student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion.

AIMS K12 is exempt from Education Code requirements and procedures related to student suspension and expulsion. Therefore, references in this charter to the Education Code are used as a guideline. A student may be suspended or expelled for any of the acts enumerated in Education Code § 48900, except for willful defiance, related to school activity or school attendance that occurs at any time including, but not limited to:

- While on school grounds
- While going to or leaving from school
- During, or traveling to or from school, sponsored activities

AIMS K12 will be a positive and progressive place of learning. The discipline system is designed to create a culture of learning and the Code of Conduct (see Code of Conduct area below) is created to be preventative. Teachers will use a range of lower-level consequences (nonverbal cues, conferencing with the student, loss of privileges, etc.) before resorting to more serious consequences. However, we will have clear policies governing suspension and expulsion. Certain offenses will result in in-school suspension while other more serious violations will result in out-of-school suspensions. Violations – that put students and/or the school in grave physical danger – will be considered grounds for expulsion according to Ed. Code 4900. Suspended students will also be responsible for making up all missed work within the specified timetable.

## 5.1. Student Behavior Expectations

At AIMS K12, students are held accountable for their behavior. No one student has the right to disrupt the learning environment of their fellow class members. Students are interested in their education and helping keep the focus on that main goal. Students are aware that they impact other students in the classroom, as they transition, participate in lunch and study hall, and stand in line.

With the instructions of their teachers, they choose to behave appropriately in those situations and others.

Students are expected to:

- Be diligent in their studies.
- Treat school property, private property, and other people with respect.
- Obey all school and classroom rules while at school, at District and school activities, and on the way to and from school.
- Follow all directions and directives given by any staff member.
- Dress according to the AIMS K12 dress code. All gang-related attire is prohibited.
- Use proper communication protocols to be heard and to not interrupt others.
- Not use foul language, or participate in bullying, name-calling, or fighting.

## 5.2. Students with Disabilities

Generally, any student identified as a student with a disability pursuant to the Individuals with Disabilities Education Act, 20 1400-1482, is subject to the same disciplinary measures applicable to all students for violations of the code of conduct, except when the student's behavior is determined to be a manifestation of his/her disability.

## 5.3. Responses to Misbehavior of the Student Discipline Policy

- Warning
- Detention
- Behavior Contract
- a) Students who have repeated behavioral problems need to have a behavior contract that describes the behaviors the student is supposed to engage in as well as the consequences. Parents and students must sign the agreement, and there must be a follow up meeting within four to six weeks. A referral may be made to SST to address the repeated misbehaviors.
- b) Parent Conference
- c) Counseling
- d) Loss of privileges, extracurricular activities, etc.
- e) Sending a student to another classroom for a limited period of time.
- Behavioral referral forms will be completed by the teacher before sending a student

out to a buddy classroom or to an administrator. The form will state why the student was sent, and what was done in the classroom to first stop the concern. A file of the forms will be kept in the office.

- f) Additional required hours at school: detention or Saturday School.
- g) Additional school work: extra homework, writing lines or copying materials, additional study/review.
- h) Community Service: clean, organize, take out trash, sweep, etc. AIMS k12 will provide gloves and necessary cleaning supplies as appropriate.
- i) Communication tools: Students will write letters of apology to their families/staff to discuss poor behavior/performance
- j) Confiscation of prohibited items.
- k) Suspension or Expulsion in extreme cases with leadership approval

**Consequences Requirements:** Consequences include the following: detentions, doubled detentions, banning from extra-curricular activities (like sports, dances), parent shadowing, removal from classroom, apology to class for misbehavior, apology to parents and teacher for misbehavior.

## 5.4. Detention

Detentions must be given until behavior improves. Detention forms must be used to ensure that the student, office, and teacher each have a copy. Detention sessions must be quiet and focused. Detentions are not optional at any level. See Additional Forms for a copy of a detention slip.

There are a variety of reasons a detention can be issued. These include, but are not limited to:

- 1. Tardiness
- 2. Cutting class
- 3. Not returning homework
- 4. Unsigned memo/detention/report card/etc.
- 5. Missing classroom materials
  - Disorganization
  - Incomplete classroom job
- 6. Speaking out of turn
- 7. Talking in class
- 8. Out of seat without permission
- 9. Not following directions
- 10. Food/Drinks/Gum/Candy
- 11. Throwing/Kicking/Hitting/Teasing

## 5.5. Saturday School

Saturday School is held weekly at each school site.

Saturday School can be separated into two categories: **Academic** and **Restorative Justice**, and **Academic Saturday School**.

**Academic Saturday School** may be assigned by any teacher or administrator, often as a disciplinary measure with regard to low grades, missing work, or absences.

**Restorative Justice Saturday School** is for behavioral concerns, and is often assigned by a staff member or administrator. Restorative Justice Saturday School can also be assigned automatically, by having two detentions in one week.

### 1. Academic Saturday School:

Evidence shows that increased academic instruction, tutoring, and study time can help support students in areas where they are struggling. For these reasons, as part of the AIMS Standard, we offer and may require students to attend Academic Saturday School in instances where academic concerns must be addressed.

Academic Saturday School may be issued under the following circumstances:

- Obtaining a C- or below in any academic quarter or semester
- To complete make-up assignments, projects, or assessments
- Any unexcused student absence or tardy truancy
- Placement on academic probation
- In need of improving their subject benchmark mastery, or statewide assessments
- At the discretion of the Teacher, Administrator, Parent/Guardian, or Student

Students will be assigned packets to complete any makeup school work, missing assignments, or to receive tutoring. Students should come to Saturday School prepared and ready to work.

### 2. Restorative Justice Saturday School:

Restorative Justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. It is best accomplished through cooperative processes that allow all willing stakeholders to meet, although other approaches are available when that is impossible. This can lead to transformation of people, relationships, and communities.

Students who have received two detentions in one week will attend Restorative Justice Saturday School. Students who have committed egregious violations of any part of the code of conduct will attend Restorative Justice Saturday School. Restorative Justice Saturday School may be assigned at the discretion of the School Administrator.

Dialogue and other Restorative Justice practices can be used so that students can learn to resolve conflicts on their own and in small groups. Students can be empowered to make better decisions. Students will participate in campus community service in order to encourage character building.

### 3. Absences from Saturday School:

Students may not be absent from Saturday School without a legitimate excuse and prior approval from an administrator. A legitimate excuse (lack of transportation, religious holiday, etc.) and a signed note from a parent or guardian are required for approval from an administrator or designee. Attending an AIMS or Non-AIMS sporting event or extracurricular activity is **not** a legitimate excuse to be absent from Saturday School.

Any unexcused Saturday school absence will result in an additional Saturday School. If unexcused absences continue, different disciplinary measures may occur.

#### **4. Academic Saturday School Procedures:**

Teachers will receive a memo to distribute to students on the Wednesday prior to the upcoming Saturday School. Students must submit their signed memo by the following school day.

Students may only work on homework after they have completed their assigned Saturday School work.

### **5.6. Parent-Teacher Conferences**

Parent - Teacher conferences may be held as needed to allow parent, teacher, and student to address areas of concern and determine a course of action.

### **5.7. Social Probation**

At the discretion of the School Administrator and/or designee, an AIMS K12 student may be placed on social probation, which is defined as a period of time in which a student is restricted from engaging in any AIMS K12 activities. Students can be placed on social probation for repeated disciplinary concerns or suspension.

Students on social probation may be prohibited from:

1. Attending or participating in any on or off campus athletic events
2. Prohibition of attending club meetings

Failure to adhere to the terms of social probation will result in a longer term of social probation or suspension.

### **5.8 Administrative Searches**

AIMS may conduct searches of students and items under the student's control (e.g., locker, backpack, purse) to ensure student and staff safety. Specifically, the purpose of these searches is to:

- Detect the possession of weapons or controlled substances
- Deter bringing weapons or controlled substances onto school grounds or during school activities
- Reduce the potential for violent incidents

Searches may be conducted under the following circumstances:

Searches based on reasonable suspicion. If a student has engaged in conduct that causes



an administrator to have reasonable suspicion that the student has committed, or is about to commit, a crime or has violated statutory laws or school rules, the administrator may conduct a search of that student.

The administrator must:

- Contact a parent or guardian and inform them of the search.
- Be able to articulate the reasons for his/her suspicion and the facts and/or circumstances surrounding a specific incident.
- Be able to reasonably connect the student to a specific incident, crime, rule, or statute violation.
- Have relied on recent, credible information from personal knowledge and/or other eyewitnesses.
- Ensure that a search based on reasonable suspicion is not excessively intrusive in light of the student's age and gender and the nature of the offense.

When conducting a student search based on reasonable suspicion, school administrators must adhere to the following practices:

- Conduct the search only if there are clear and specific reasons for suspicion and there are facts that connect the student to a specific incident of misconduct.
- Jackets, purses, pockets, backpacks, bags and containers in the student's possession may be searched to the extent reasonably necessary.
- Under no conditions may a body or strip search be conducted.
- Only school administrators of the same gender as the student searched may conduct the search.
- Searches based on reasonable suspicion must be conducted in a private area where the search will not be visible to other students or staff (except for a school administrator or designee witness, also of the same gender).
- The school can request law enforcement participation if necessary.

## 6. STUDENT SERVICES

### 6.1 Admissions & Records

The Office of Admissions & Records is here to serve as a resource for admissions, registration transactions, academic records, enrollment verifications, and the production of a timely and accurate transcript.

To reach the office of Admissions & Records office please send an email to [enrollment@aimsk12.org](mailto:enrollment@aimsk12.org)

### 6.2 Health and Wellness Services

#### A. School Nurse -

The school nurse supports student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. The school nurse addresses the physical, mental, emotional, and social health needs of students and supports their achievement in the learning process.

- B. **Social/Emotional Counseling** - Students showing that they may be having a social or emotional issue must be referred to the district counselor using the appropriate form. Students are not to be in session without parent's written approval. The district counselor must be informed ASAP when there is a crisis situation. The following informational links go into more detail on services provided, procedures, protocols and the State Licensed Social Emotional counselors areas of experience in serving youth in the AIMS school setting:

Parental Permission form: <http://tiny.cc/60kksz>

Counselors Services and Experience: <http://tiny.cc/r0kksz>

To contact Mr. Castellano, email him at [anthony.castellano@aimsk12.org](mailto:anthony.castellano@aimsk12.org)

### 6.3 College Planning and Guidance

All students at AIMS K12 are guided and supported to obtain college acceptances to the schools of their choice. Because of the rigorous course schedule and college support at AIMS K12, our students stand out from the crowd.

All students grade K-12 are supported by the College Bound Kids department. Grades K-8 have opportunities to participate in activities geared towards college exposure.

All Seniors will take a college planning course where they will work directly with the college advisor to craft college entrance essays, research schools, apply to scholarships, secure application waivers, submit college applications, submit FAFSA, and other college-related activities.

Additionally, AIMS will pay for 3-5 college applications per student. While students and their families choose their next steps after graduating from AIMS, being accepted to at least one

four-year school is required to successfully complete all AIMS graduation requirements to receive their diploma.

All Juniors will take an SAT/AP exam test prep class to better prepare for their standardized tests. And all grade levels will be exposed throughout the year to college- related programming and extracurricular opportunities.

## 6.4 School Lunch Program and Application

We encourage all families to submit a lunch application at the beginning of each school year, regardless of family income.

Applications are available and eligibility is determined using the California Department of Education guidelines. After processing the form, parents will be informed if their child is eligible for free, reduced, or full priced meals. If students are required to pay for their meals, parents will be provided with an invoice the following month for payment at the school site.

If there are any changes to the family income during the school year that may affect the student's lunch program status, a new lunch application must be completed and submitted. Lunch applications are available in the main office 746 Grand Ave Oakland, CA 94610, or can be completed online through <https://www.mymealtime.com/Apps/SignIn.aspx>.

Students can qualify for free or reduced- price lunches based upon their household size and income, which is based on Federal Income Eligibility Guidelines. Most students are required to fill out a current lunch application at the beginning of each school year. 75 % of our students qualify for free and reduced lunch. All families are encouraged to complete a lunch application at the beginning of each school year.

Applications are available online and are also available at the school site when school starts. Applications can be submitted to AIMS District Nutrition Services Program, 171 12th St. Oakland, CA 94607, or to the main office 746 Grand Ave. Oakland, CA 94610.

Only one application per household is required. Please do not submit multiple applications as this will slow down the processing. Once your application has been received and/or processed, an eligibility letter will be mailed to your home address. Applications are accepted throughout the school year. If your income or household size changes, you may submit an updated application. This may be subject to verification and documentation.

AIMS also offers milk, juice, and water for purchase for those who bring their lunch from home.

- **Lunch Program Application:**

All families can participate in AIMS k12 School Breakfast, Snack, and Lunch Program. Please remember to fill out the AIMS income survey so AIMS can continue to get funding for important school programs. They can be completed online through each school site. Elementary School (<https://aimsk12.org/es-nutrition>) Middle School (<https://aimsk12.org/ms-nutrition>), High School (<https://aimsk12.org/hs-nutrition>), or through paper applications, which are available at the school site. Applications can be submitted to AIMS Lunch Program, 171 12th St. Oakland, CA 94607. Filling out the form helps AIMS to secure funding for vital programs that support the schools.

## 6.5 Parent Coordinator Services

The Parent Coordinator focuses on family engagement and equity by equipping parents with necessary information, skills, and resources to effectively navigate the school system, support their children's success in school and engage them in school leadership opportunities. Support is also provided to parents and caregivers in need of advocacy support and information to address concerns about their children. Please contact [maryetta.golden@aimsk12.org](mailto:maryetta.golden@aimsk12.org) for information about family support services.

At AIMS K12, families receive a full-range of comprehensive support and services.

- A. **Case Management-** Families can connect with Parent Support services to obtain information to connect to resources in the community such as food resources, free and low-cost internet, and other relevant resources provided in the local community. They can also obtain support around topics that arise in the everyday lives of families and be referred to who they should contact in the school. Families receive support for meetings, translations, questions, and other key aspects in their lives as AIMS K12 families.
- B. **Family Events-** AIMS K12 hosts a wide range of family activities that promote family bonding, family mentoring, cohesiveness, and a family friendly environment across the district.
- C. **Family Advisory Council (FAC)-** The FAC is the vehicle for parents to learn on a monthly basis about school activities and meet to support those activities.
- D. **Family Volunteer Days-** AIMS K12 hosts several days throughout the year where families participate in community service activities to promote bonding, volunteerism, and service in unity. There are several opportunities for families to get involved at AIMS K12.
- E. **Family Education Classes-** AIMS K12 hosts several family education classes and workshops such as navigating child study habits, internet safety, child safety, communication, drug prevention, ESL, parenting and topics relevant to schools, families, parenting, and social-emotional topics.
- F. **Transitional Support-** AIMS K12 provides support to parents in transitions such as navigating moving through child development stages, as well as transitioning from Elementary to Middle school to High School and beyond. This support also assists with family transitions that a family may need support with during the school year.
- G. **Liaison Services-** AIMS K-12 Community Liaison serves as a bridge between schools and families, helping families navigate their journeys at AIMS K12 and advocating for the needs of families and their children.

## 6.6 English Language Development (ELD) Services

English Language Development (ELD) refers to an instructional program for students who are developing proficiency in English. English Language Learners (ELLs) refer to students who are identified by the Home Language Survey (HLS) with another language besides English. Please contact [Adria.Bani@aimsk12.org](mailto:Adria.Bani@aimsk12.org) for information about our English Language Development services.

1. **Supports For ELD Students:** Students who are identified as an ELL will be placed in mainstream classes with both designated and integrated ELD instruction.
  - a) Newcomers are ELLs who have just started school in the US and will be placed in ELD classes instead of ELA for 1-2 years.
  - b) Long Term English Learners (LTELs) are ELLs who have continued to be identified as an English Learner for more than 5 years.
  - c) Students received specialized services according to their English Language Proficiency Assessment of CA (ELPAC). ELD Instructional Aides support teachers in providing EL strategies to support ELs in mainstream classrooms. IAs are scheduled to provide intervention support during class and after-school.
2. **Support for ELD Families:** Engaging with families of ELL students is vital to helping our students succeed. Parental involvement is the foundation of a child's education. AIMS K12 offers services to help families navigate through their child's experiences at AIMS K12.
  - a) **English as a Second Language (ESL) class for parents-**Parents have the opportunity to sign up for an ESL class taught by an AIMS K12 staff member. Class focuses on conversations on how to communicate in the school environment. Other topics include reading and writing for more advanced parents.
  - b) **English Learner Advisory Committee (ELAC)** is required if there are more than 21 English Learners at any particular school. Meetings are held every other month and open to the public. Elections are held to elect members that will represent each school at the DELAC meetings. Meetings are focused on the ELD programs, make parents aware of the importance of regular school attendance, etc.
  - c) **The District English Learner Advisory Committee (DELAC)** is composed of representatives from each school's English Learner Advisory Committee (ELAC). The committee's role is to advise the district on programs and services for English Learner students.

## 7. STUDENTS WITH SPECIAL NEEDS

For specific information about our special education services please contact [Deborah.Woods@aimsk12.org](mailto:Deborah.Woods@aimsk12.org)

### 7.1. Child Find Mandate

The Individuals with Disabilities Education Act ("IDEA") includes the "Child Find" mandate, which requires AIMS K12 to identify, locate, and evaluate all children with disabilities enrolled in its schools. If AIMS K12 has knowledge that a student has a disability, or is suspected of having a disability and may need special education and related services, AIMS K12 must offer to assess the student.

### 7.2. Special Education Assessments

A student may be referred for special education services at any time by AIMS K12 school staff, parents, or other service providers. Before a student can be assessed for eligibility for special education, or reassessed while receiving special education and related services, AIMS K12 must develop an Assessment Plan and provide it to the parents for their approval within 15 calendar days from the date of receipt of a written request for a special education assessment.

Assessments must be administered in all areas related to the suspected disability by trained and knowledgeable personnel using sound instruments. For school-age children, the eligibility assessment must be completed within 60 days of AIMS' receipt of written parental consent for specified assessment activities and an Assessment Report provided to parents outlining required information.

Under certain conditions, a parent may have the right to obtain an independent educational evaluation (IEE) at public expense. Please note that a student may demonstrate a disability, but may not necessarily be eligible for special education and related services. A student's IEP team will determine eligibility based on the requirement that the student's disability negatively or adversely affects his/her educational performance.

### 7.3. Individualized Education Plan (IEP)

An Individualized Education Program (IEP) is a written statement that AIMS K12 must develop for each student who receives special education and related services. The educational program must be designed to meet the child's individual specific needs. Every child who receives special education services must have an IEP. The purpose of an IEP is to outline a plan for meeting a student's specific disability related needs that sets reasonable learning goals for the child and states the services that the school will provide for the child. The IEP is developed jointly by the school, the parents, and the student as appropriate.

## Nine Essential Elements of an IEP

Each child's IEP must contain specific information, as listed within IDEA, which includes nine essential elements:

1. **Present Levels of Performance:** A statement of the student's present levels of performance; including how the disability affects the student's involvement and progress in the general curriculum.
2. **Measurable Annual Goals:** Measurable annual goals, including academic and functional goals, related to the student's needs, resulting from the student's disability, that will enable the student to be involved in and progress in the general education curriculum and that meet each of the student's other educational needs that result from the student's disability.
3. **Progress:** A description of how the student's progress toward meeting the annual goals described above will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports) will be provided.
4. **Special Education and Related Services:** A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to advance appropriately.
5. **Participation in General Education:** An explanation of the extent, if any, to which the student will not participate with general education students in the general education classroom and in extracurricular and nonacademic activities.
6. **State Testing:** A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on State and District assessments. If the IEP team determines that the student shall take an alternate assessment on a particular State or district assessment of student achievement, the IEP must include a statement of why the student cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the student.
7. **Timing of Services and Modifications:** The projected date for the beginning of the services and modifications identified in the IEP, along with the anticipated frequency, location, and duration of the services and modifications.
8. **Transition and Post-Secondary Goals:** Beginning no later than the first IEP to be in effect when the student is 16, and updated annually thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education employment, and where appropriate, independent living skills and the transition services (including courses of study) needed to assist the student in reaching those goals.
9. **Age of Majority:** Beginning at least one year before the student reaches the age of



18, a statement that the student has been informed of the IDEA rights that will transfer to him or her upon turning 18.

#### **A. Who develops the IEP?**

The IEP is developed by a team of individuals that include the parent(s), an administrator, general education teacher, special education teacher, an expert who can interpret evaluation results, and the student, if appropriate. The team meets, reviews the assessment information available about the child, and designs an educational program to address the child's educational needs that result from his or her disability.

#### **B. When is the IEP developed and the IEP meeting held?**

Assuming eligibility is found, an IEP must be developed by the IEP team and implemented for each student within 60 days of obtaining written parental consent of the Assessment Plan. For students already eligible for special education services, the IEP must also be reviewed at least annually thereafter to determine whether the annual goals are being achieved and must be revised as appropriate. An IEP meeting must be held within 30 days of receipt of any written request from a parent.

### **7.4. 504 Plans**

Section 504 of the Rehabilitation Act of 1973 protects disabled individuals against discrimination. It does so by mandating that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of any entity that is a recipient of Federal financial assistance (34 CFR § 104.4(a)). AIMS k12 must establish and maintain services and accommodations for students with physical or mental impairments that substantially limit one or more major life activities in order to ensure that these students have equal access to education.

Section 504 accommodations and/or related services must be delineated in a Section 504 Plan formulated by the student's teachers, parents, members of the SST team, and a school administrator.

Examples of 504 Plan accommodations and/or services that AIMS must provide to students include:

1. Assistance with PE equipment for a student with mild cerebral palsy
2. Extra time on tests for a student with Attention Deficit Hyperactivity Disorder (ADHD)
3. Nursing services for a student with Type I Diabetes
4. Use of an amplification system for a student with a hearing loss

A teacher, parent, guardian, or administrator can request a 504 Plan for a student. If a parent requests that their child be accommodated through a 504 Plan, you must follow through with a 504 Team meeting as soon as possible, even if you do not think the student needs a 504 Plan.

### **A. Requirements for a 504 Plan**

In order to have a 504 Plan, a student must meet all three of these requirements:

1. The student must have a physical or mental impairment that gets in the way of learning or participating in school programs or activities. The “physical or mental impairment” can be any physical or mental condition or problem. It can be something that lasts for a long time, for a short time, or it might come and go. Examples of impairments include: cancer, chronic asthma, diabetes, seizures, ADHD.
2. The student’s impairment must affect at least one major life activity. Major life activities include such things as seeing, hearing, eating, sleeping, breathing, speaking, walking, thinking, learning, and working. Major life activities also include the operation of major bodily functions such as normal cell growth, the immune system, bowels, bladder, neurological, and circulatory functions.
3. The impairment must substantially limit a major life activity. The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. An impairment does not have to prevent or significantly limit a major life activity to be considered “substantially limiting.” For instance, if a student has a visual impairment that can be fully corrected by the use of ordinary eyeglasses or contact lenses, it will not be considered.

### **B. Essential Elements of a 504 Plan**

In general, a 504 plan should include the following elements, all tailored to the child’s individual needs:

1. Specific accommodations, supports or services
2. Names of the school professional that will provide each service
3. The name of the person responsible for ensuring the 504 plan is implemented

For additional information about IEPs and 504 Plans, please see speak with a school administrator, or Education Coordinator.

## **7.5. Special Education**

According to state and federal law, students with identified physical, emotional, learning, or developmental disabilities are entitled to a free and appropriate public education and have the right to placement in the least restrictive environment. They may receive special education services according to a written Individualized Education Program (IEP) or may receive specific accommodations based on a 504- accommodation plan. Questions regarding special education services or 504 accommodation plans may be directed to the School Administrator. The overriding mandate in assessing need and delivering services is that the student should be taught in the least restrictive environment. Therefore, when a student is referred for special education, every effort is made to serve the student in the regular general education program.

## **7.6. The 504 Plan for Students with Disabilities**

Section 504 of the Rehabilitation Act of 1973 is a broad civil rights law regulated by the Office of Civil Rights. The law's intent is to eliminate discrimination based on disability in any program or activity receiving federal financial assistance. Under Section 504, students with a physical or mental impairment that substantially limits one or more major life activities, including learning, are eligible to receive services and aid designed to meet their needs.

To evaluate a student's eligibility under Section 504, the school site administrator or designee convenes a committee of individuals, including the parent, who are knowledgeable about the student's individual needs and school history, the meaning of evaluation data, and accommodation options. If the committee establishes that the student has a disability requiring services under Section 504, a written plan is developed that informs what modifications and/or special services and aids are needed. Please contact your child's School Administrators if you have a 504 request or concern.

## 7.7. English Language Learners

According to law, parents of limited English proficient (English Learner) students participating in a language instruction program shall be notified, not later than 30 days after the beginning of the school year, of the following:

- The child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement;
- The methods of instruction used in the program in which their child is, or will be participating, and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction;
- How such programs will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation;
- The specific exit requirements for the program, including the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school, if applicable;
- In the case of a child with a disability, how such program meets the objectives of the individualized education program of the child;
- Information pertaining to parental rights

## 7.8. Homeless Education Assistance

The McKinney-Vento Homeless Education Assistance Act requires school districts to remove all barriers to enrollment, attendance and school success for homeless students. Assistance to homeless students and families is provided by the Operations Office. Students and families identified as homeless are provided with enrollment assistance, transportation to/from school, school supplies, supplementary academic supports, and referrals to outside agencies. A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education

students except when federal and state law mandates additional or different procedures.

The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## **8. STUDENT SAFETY AND RESPONSIBILITY**

### **8.1. School Cleanliness**

Students have the responsibility of working to keep their campus clean. It is part of the AIMS Standard that we take pride in our campus and school, so AIMS K12 students should not only clean up after themselves, they should endeavor to leave the campus as clean as they found it at the beginning of the day.

### **8.2. Restroom Policy**

1. By law, students must not be prohibited from using the restroom. However, AIMS K12 has the following guidelines in place to prevent students from abusing bathroom privileges: Except for cases of emergency, students should not use the restroom within the first and last 30 minutes of class. Students must also utilize their breaks and lunch periods and use the restroom during these times.
2. Students must sign in and out of the classroom when going to the restroom.
3. Inform the administrative assistant if the bathrooms are low or out of toilet paper, soap, paper towels, or toilet seat liners.
4. Students with medical related bathroom needs should complete a 504 plan with the school at their earliest convenience.

### **8.3. Administration of Medication**

Students who need to take prescribed or over-the-counter medication during the school day may be assisted by designated school personnel or allowed to self-administer certain medication as long as it is in accordance with law, AIMS K12 policies, and administrative regulations.

It is necessary for the District to have a written statement from the student's physician and a written statement from the student's parent/guardian before (1) a designated employee administers or assists in the administration of any prescribed medication to any student; or (2) any student is allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication during school hours.

It is vitally important that parents fill out new student medication forms every fall in order to have the most current medication information, as well as the current status of any health conditions. A separate form is required for each medication. Please contact the school office for the required forms. Update these forms should any of the information change during the school year.

Students who need to take prescribed or over-the-counter medication during the school day may be assisted by designated school personnel or allowed to self-administer certain medication as long as it is in accordance with law, and/or AIMS Board policies. AIMS K12 students may receive their medications from the front office or the school nurse. It is necessary for AIMS K12 to have a written statement from the student's healthcare provider and a written statement from the student's parent/guardian before:

1. A designated employee administers or assists in the administration of any prescribed medication to any student; or
2. Any student is allowed to carry and self-administer prescription auto- injectable epinephrine or prescription inhaled asthma medication during school hours.
3. Single dose over-the-counter medication, such as aspirin, ibuprofen, or cough drops, may be given to students, with prior consent from parents.

## 8.4. Medical Emergencies

If your child is in need of minor first aid, it will be administered in accordance with District first aid training. If medical attention appears to be necessary, but not required immediately, the parent/guardian or other emergency contacts listed will be contacted to pick the child up. Should immediate medical attention be necessary, the school will call an ambulance. If a person is suffering, or reasonably believed to be suffering, from an anaphylactic reaction, trained school personnel may use an epinephrine auto-injector to provide emergency medical assistance. Every effort will be made to contact the parent or other emergency contact person(s).

## 8.5. Immunizations and Other Health Requirements

To be admitted to school, children must be fully immunized in accordance with the law. Children shall be excluded from school only as allowed by law.

If you need assistance or information on free clinics, call the Alameda County Immunization Project at 510-267-3230.

Parents are required to provide documentation that their child has been immunized against the following:

### Kindergarten–12th grade

#### Polio

- 4 doses meet the requirement, or
- 3 doses for ages 4–6 years if at least 1 was given on or after the 4th birthday or
- 3 doses meet the requirement for ages 7-17 if 1 dose was given on or after the 2nd birthday

#### Diphtheria, Pertussis, and Tetanus (DPT)

- 5 doses meet the requirement, or
- 4 doses meet the requirement for ages 4–6 years if 1 dose was given on or after the 4th birthday, or
- 3 does meet the requirement for ages 7-17 if one dose was given on or after the 2nd birthday

#### Pertussis (Tdap)

- 1 dose given after 7th birthday is required for 7th grade students and students new to the district in grades 8-12.

#### Measles,Mumps,Rubella (MMR)

2 doses meet the requirement; both must be given on or after the first birthday (one dose can be measles vaccine only; 1 dose must be MMR)

3 doses meet the require *Measles, Mumps, Rubella (MMR)*

### **Hepatitis B**

3 doses meet the requirement or 2 doses of 2-dose formulation meet the requirement for ages 11–15 (must be documented as a 2-dose formulation of Hepatitis B vaccine)

### **Varicella(chickenpox)**

1 dose required in kindergarten through sixth grade (2010-2011 school year) or students under age 13 entering a California school for the first time, or

No dose is required if a physician or clinic has documented on the child's immunization card "had disease"

## **8.6. Campus Environment Policy**

### **Weapons Policy:**

Students, parents and teachers are forbidden to have weapons or look-alike weapons on campus. Possession of a firearm, whether loaded or unloaded, (including pellet-type guns) or other weapons such as pocket knives can carry severe disciplinary action up to permanent removal from AIMS K12.

The Federal Gun Free Safe Schools Act and California law prohibit the possession of firearms on school campuses. Pursuant to these laws, any student found in possession of a firearm will be subject to arrest and will be recommended for expulsion immediately.

Upon a finding that the student was in possession of a firearm, the school's governing board shall expel the student. The term of expulsion shall be one year.

Possession includes, but is not limited to, storage in lockers, purses, backpacks, or automobiles.

### **Smoke-free Environment Policy:**

AIMS K12 maintains a smoke-free environment, so smoking, including the use of vaping devices is not allowed on campus. Students who engage in smoking on campus are subject to disciplinary action.

### **Alcohol/Drugs Policy:**

AIMS believes the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. For these reasons, these substances are prohibited on campus, and AIMS K12 will make every effort to assist students and families in reducing the use of these substances. AIMS perceives this effort to be an important step towards preventing violence, promoting school safety, and creating a disciplined environment conducive to learning.

### **Enforcement/Discipline:**

The School Administrator or designee shall take appropriate action for violation of any of the policies concerning weapons, smoking, or possession, use or sale of alcohol and/or other drugs and related paraphernalia on school grounds, at school events, or in any situation in which the



school is responsible for the conduct and well-being of students. School authorities may search students and school properties for the possession of alcohol and other drugs in accordance with law, Board policy, and administrative regulations.

Students possessing, using or selling alcohol or other drugs or related paraphernalia at school or at a school event shall be subject to disciplinary procedures, including suspension or expulsion in accordance with law, Board policy, and administrative regulations. Such students also may be referred to an appropriate rehabilitation program.

## **8.7. Confiscated Items Policy**

Any and all Items that are not allowed according to AIMS K12 rules and policies will be confiscated. The administrators will keep the item until the parent/guardian comes to retrieve it. On the first confiscation, the student will receive one detention. On the second, they will receive an additional two. On the third, the student will receive an additional three detentions and in-house suspension.

## **8.8. Counseling**

AIMS K12 provides social emotional counseling for students. If needed, please speak to your School Administrator for a referral.

## **8.9. Surveillance Cameras**

For the safety of students and staff, surveillance cameras that include video only (no audio) are installed in several locations on AIMS K12 campuses. Surveillance cameras are not located inside any school bathrooms or locker rooms. Surveillance videos are viewed by school administrators and may also be viewed by police, as allowed by law, and used as evidence in disciplinary matters.

## **8.10. Safety Drills and Procedures**

Each school site is required to hold regular fire, earthquake, and lockdown drills. The purpose of these drills is to provide students and staff practice with evacuation, lockdown, and shelter-in-place procedures. Additionally, AIMS K12 has a comprehensive school safety plan. which includes emergency preparedness, available for review. District staff have received training in armed intruder preparedness.

Parents are asked to make sure that their students actively participate and take emergency drills seriously. These drills help make schools the safest place for students during an emergency.

Parents should be familiar with the school 's emergency procedures. Keep your cell phone with you to receive recorded updates on the emergency. Knowing where to go to pick up your child will save time and reduce anxiety. Parents should remember that schools have emergency

procedures in place to protect all the students and that schools will follow these procedures during an emergency.

Parents should also remember that children look to them for guidance and support during an emergency. Parents who are calm and are prepared for emergencies can inspire children to do the same. This will go a long way to promote recovery and a return to normalcy. Parents who have questions about their school's emergency procedures are encouraged to contact the school's administration.

- A. **Fire Emergency Procedures** - Every school practices this procedure once each month.
- B. **Earthquake Emergency Procedures** - Every school has earthquake preparedness procedures in place and practices this procedure once each semester.
- C. **Lockdown Procedures** - At least once a year, schools practice how they will respond to a threat including active shooter on or near the campus
- D. **Shelter- in-Place Drill** - At least once a year, schools practice how they will respond to an environmental hazard on or near the campus.
- E. **Evacuation Procedures** - At least once a year, the school practices evacuation procedures along with the fire drill.

### **Emergency Preparedness Drills**

The school has developed a school emergency plan which is designed to ensure the safety of your students and all of the staff. The school implements regular emergency drills to ensure that all members of the school community know the plan.

Teachers will review emergency preparedness procedures with the students during the first month of school.

In case of an emergency during the school day, your child will only be released into the custody of those people who you have previously identified on the emergency card. Proof of identity is required. Those NOT identified on the emergency card can only pick up a student if the parent or guardian has sent a handwritten and signed note to the school notifying the school of this person's identity and proof of identification is provided.

### **8.11. Student Driving Policy**

Students are not allowed to drive on campus or to park on campus without prior permission. After obtaining approval to drive to school, they must also apply for a parking permit to park on campus.

### **8.12. Student and Family Privacy Rights**

Board Policy mandates that personal information concerning students and their families should be kept private in accordance with the law. Parents have the right to exempt their children from participating in (a) surveys that request personal information, and/or (b) physical exams or screenings. Students are screened for vision and hearing in grades K, 2, 5, 8, and 10 and by teacher referral. Parents must submit a note in writing to the school in order to opt out of vision and hearing screening.

### 8.13. Special Care Plans

Students with conditions requiring special care during their school day must have a physician signed care plan on file in the school office to guide designated school personnel in procedures required for the student's health and safety. Care plans for diabetes, seizures, asthma, and severe allergies are to be completed by the student's medical provider on at least an annual basis and as the student's care needs change.

### 8.14. Use of Pesticides

Should a situation arise where pesticide use is unavoidable, all applicable City of Oakland requirements are observed, signs are posted 24 hours in advance of the pesticide application, and remain in place 72 hours after the pesticide application.

### 8.15. Accommodations for a Lactating Pupil

Reasonable accommodations are provided to a lactating student on a school campus to allow the student to express breast milk, breastfeed an infant, or address other needs related to breastfeeding. A lactating student may seek assistance regarding accommodations from the School Nurse.

#### Uniform Complaint Policy

AIMS K12 can be found at [ucp.aimsk12.org](http://ucp.aimsk12.org) all complaints must be submitted using the Uniform Complaint Form.

### 8.16. Suspension, Expulsion, and Involuntary Removal Policy

All schools within the AIMS family adhere to the following procedures with regard to student suspension, expulsion and involuntary removal. Though the AIMS K12 administration permits a certain level of discretion in determining the appropriate disciplinary actions on a case-by-case basis, all schools operate within certain parameters. Those parameters are outlined in this policy and are aligned with each of the school's charters.

A pupil may be suspended or expelled for acts that are enumerated herein and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school-sponsored activity.

## Grounds for Suspension and Expulsion

Out of school suspension is a disciplinary measure that must be executed when extreme safety concerns or egregious behavior have been displayed.

In the case of fights or other acts of violence, suspension is automatic.

With the exception of extreme concerns (at the determination of the School Administrators or their designate), generally, suspensions will not be more than two days.

### In-School Suspension:

**Suspension** - Out of school suspension is a last resort action. Buddy classroom placement should be utilized. Students should first have detentions and Saturday School prior to most suspensions. Parent shadowing should be used prior to most suspensions. In-house suspension should be used prior to most suspensions. In the case of fights or other acts of violence, suspension is automatic. Actions leading up to expulsion warrant suspension. With the exception of extreme concerns, suspensions shall not be more than two days.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the AIMS K12 shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until AIMS K12 issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## Suspension/Discretionary Expulsion Conduct

The School Administrator or designee may suspend from school or recommend for expulsion a pupil if he or she determines that the pupil has committed one of the following acts:

- A. **Physical Injury or Violence:** Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence upon another person, except in self-defense. A pupil who aids or abets in infliction of physical injury to another may be suspended but not expelled.
- B. **Dangerous Object:** Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from the principal or the designee of the principal.
- C. **Drugs or Alcohol:** Unlawfully possessed, used, or otherwise furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
- D. **Look-Alike Substance:** Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person a replica substance.
- E. **Robbery/Extortion:** Committed or attempted to commit robbery or extortion.
- F. **Property Damage/Vandalism:** Caused or attempted to cause damage to school property or private property, including electronic files and databases.
- G. **Theft:** Stolen or attempted to steal school property or private property.
- H. **Tobacco:** Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets.
- I. **Obscenity/Profanity/Vulgarity:** Committed an obscene act or engaged in habitual profanity or vulgarity.
- J. **Drug Paraphernalia:** Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- K. **Receipt of Stolen Property:** Knowingly received stolen school property or private property
- L. **Imitation Firearm:** Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- M. **Witness Harassment or Intimidation:** Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that

pupil for being a witness, or both.

- N. **Prescription Drug Soma:** Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- O. **Hazing:** Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- P. **Bullying/Electronic:** Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined herein, directed specifically toward pupil or school personnel.

**1. "Bullying"** means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils or school personnel that has or can be reasonably predicted to have the effect of one or more of the following:

- a) Placing reasonable pupil or school personnel in fear of harm to that pupil's or school personnel's person or property.
- b) Causing reasonable pupil or school personnel to experience a substantially detrimental effect on his or her physical or mental health.
- c) Causing a reasonable pupil to experience substantial interference with his or her academic performance, or school personnel with his or her job performance.
- d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

**2. "Electronic act"** means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- a. A message, text, sound, video, or image.
- b. A post on a social network Internet Web site, including, but not limited to:
- c. Posting to or creating a burn page. **"Burn page"** means an Internet Web site created for the purpose of bullying.

d. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). **"Credible impersonation"** means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that

the pupil was or is the pupil who was impersonated.

e. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). **"False profile"** means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

f. An act of cyber sexual bullying: i. For purposes of this clause, **"cyber sexual bullying"** means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

1. For purposes of this clause, **"cyber sexual bullying"** does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

3. **"Reasonable pupil"** means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Q. **Sexual Harassment:** The pupil has committed sexual harassment. The harassing conduct must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

R. **Hate Violence:** The pupil has caused, attempted to cause, threatened to cause, or participated in a "hate crime." "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

S. **Harassment, Threats, or Intimidation:** The pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

T. **Terroristic Threats:** The pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a



crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

- I. Parent/Guardian will be notified in all cases of violations.
- II. Administration will determine discipline based upon the following criteria:
  - A. Seriousness of offense
  - B. Circumstances of situation
  - C. Student's prior disciplinary records
  - D. Any other extenuating circumstances

## Suspension Procedures

The site leaders are afforded a great deal of discretion in determining appropriate punishments, **unless a mandatory expulsion offense is identified.**

Even if suspension is deemed appropriate, the site administrator may opt for supervised in-school suspension.

If the School Administrator or Division Heads or designee determines that suspension is appropriate, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.

The School Administrator or Division Heads or designee shall report the suspension of the pupil, including the cause therefore, to the Superintendent.

A parent conference will be scheduled to discuss the matter with the School Administrators or designee. Whenever practical, the teacher or staff member who witnessed the offense will also be present. At this conference, the administration and the parent or guardian will discuss the causes, duration, school policy involved, and any other matters pertinent to the suspension.

Any pupil who is suspended for five days or fewer must complete all assignments and tests missed during the suspension within three school days of their return. Any pupil who is suspended for more than five days will have five school days after their return to complete all assignments and tests missed during suspension.

**Administration has the authority to lengthen the amount of time a pupil has to make-up his or**

**her work, as appropriate in a given situation. Assignments submitted late will receive no credit.**

## **Expulsion Requirements**

All 48900 offenses as spelled out in the California Education Code automatically warrant an expulsion hearing. Students may also be expelled for repeated excessive behavioral concerns. AIMS expulsion forms must be used in the process. Legal Timelines must be adhered to without exceptions. All relevant witnesses, teachers and administrators must be present at the hearing. Parents must be informed in writing of the expulsion. (This section also appears in the behavior section.)

Students who commit offenses that result in a recommendation for expulsion or mandatory expulsion, or whose conduct falls under **"Suspension/Discretionary Expulsion"** (excluding disruption or defiance) will be referred to the School Administrator or designee. If a teacher observes disruptive or defiant conduct, the teacher will make a determination as to whether or not administrative intervention is required. Otherwise, they may follow the school's discipline policies to ensure proper student conduct.

To determine whether or not an offense meets the guidelines for suspension or expulsion, the Superintendent and the School Administrator or designee will meet with the pupil and school employee who referred the pupil for discipline. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to respond. If an "emergency situation" exists, the pupil may be excluded from this meeting. "Emergency situation" means a situation determined by the School Administrator or designee to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference before suspension, both the parent and the pupil shall be notified of the pupil's right to a conference.

Unless an offense results in a recommendation for expulsion or mandatory expulsion, as a matter of policy, American Indian Model Schools consider suspension and discretionary expulsion a punishment of last resort. Suspension and discretionary expulsion shall be imposed only when other means of correction fail to bring about proper conduct. Therefore, our schools will first consider the appropriateness of other disciplinary avenues before suspending or expelling a student.

If a pupil has committed a suspension-eligible offense, then the school administrator has the authority to recommend expulsion. Expulsion will be used as a tool of last resort for students whose conduct is so egregious that it is unlikely to be changed by any other means and whose behavior poses a threat to the safety of a member of the school community or significantly limits the ability of other students to effectively learn.

In addition to any school action, suspected criminal activity will be reported to the police and appropriate legal consequences may result.

For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the CDE, AIMS K12 Schools will identify, by offense committed, in all appropriate records of a pupil each suspension or expulsion of that pupil.

AIMS K12 will notify the District of Residence within 30 days of all transfers, disciplinary or not. For all students who are expelled, the school will contact the District of Residence to notify them of the terms of the expulsion.

## **Expulsion Hearings and Process**

The School Administrator recommends expulsion by clearly defining the facts and situation in writing to the AIMS K12 Superintendent.

The AIMS K12 Superintendent decides whether or not to recommend expulsion to the Board.

Within 30 school days of a recommendation for expulsion from the Superintendent, the Board will hold a hearing to determine if it is appropriate to expel the pupil. The pupil may request, in writing, a postponement of no more than 30 calendar days. Any additional postponement may only be granted at the discretion of the Board.

Within 10 school days after the conclusion of the hearing, the Board shall decide whether to expel the pupil.

If compliance by the Board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable, the Superintendent may, for good cause, extend the time period for the holding of the expulsion hearing for an additional 5 school days.

Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing by the Board Secretary and shall include:

- a. The date and place of the hearing.
- b. A statement of the specific facts and charges upon which the proposed expulsion is based.
- c. A copy of the disciplinary rules of the school district that relate to the alleged violation.
- d. A notice of the parent, guardian, or pupil's obligation upon enrollment in another school district to inform the receiving school district of his or her status with the previous school.
- e. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses.

The Board shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the Board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

Technical rules of evidence shall not apply to the hearing, but relevant evidence may be

admitted and given probative effect if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the Board to expel must be supported by substantial evidence showing that the pupil committed the act(s) of which he or she is accused.

The final action to expel a pupil shall be taken only by the Board in an open session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation must be sent by the board president or his or her designee to the pupil or the pupil's parent or guardian.

The Board shall maintain a record of each expulsion, including the cause therefore. Records of expulsions shall be a non-privileged, disclosable public record subject to FERPA. The expulsion order and the causes therefore shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

## **Suspending an Expulsion Order**

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status. The Board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts designated as Suspension/Discretionary Expulsion Conduct or violates any of the school's rules and regulations governing pupil conduct. When the Board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.

Upon satisfactory completion of the rehabilitation assignment of a pupil, the Board shall reinstate the pupil and may also order the expungement of any or all records of the expulsion proceedings.

## **Readmission to the Charter**

An expulsion order shall remain in effect until the Board orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than Mandatory Expulsion Conduct, the Board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission. For a pupil who has been expelled for an act of Mandatory Expulsion Conduct, the Board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission, except that the Board may set an earlier date for readmission on a case-by-case basis.

The Board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

Any pupil who has been expelled and who seeks readmission, must submit a request to the Board President in writing no more than 21 (but no less than 7) calendar days before the end of the term of the expulsion. In addition, the pupil must provide documentation that all conditions for rehabilitation set by the Board have been met.

Upon completion of the readmission process, the Board shall readmit the pupil, unless the Board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

If the Board denies the pupil's request for readmission, the Board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil re-admittance into the school.

# This document is to be printed out, signed, and returned to your child's teacher.

I, **[Print Your Name]**\_\_\_\_\_, hereby acknowledge that I am the parent/legal guardian of **[Print Student's Name]**\_\_\_\_\_, who is an enrolled student at AIMS K-12 College Prep Charter District (AIMS). I have received and read the current edition of the school's handbook, which outlines all the policies and guidelines governing students' and their families' conduct and expectations.

By signing this document, I confirm that I have thoroughly reviewed and understand the handbook's contents and agree to adhere to all the policies outlined therein. I recognize the importance of following these policies to maintain a positive and conducive learning environment for all students at AIMS.

Furthermore, I understand that in the event of any disagreement with the school's policies, the policies will not be altered or amended solely based on my objections. If I find myself in disagreement with the school's policies, I am aware that I have the option to withdraw my student, **[Print Student's Name]**\_\_\_\_\_, from AIMS and seek enrollment at another educational institution that aligns with my preferences.

I hereby assure the school administration that I will support and encourage my child to abide by the rules and guidelines set forth in the handbook and work in collaboration with the school to promote their academic and personal development.

**Please find my signature below as an acknowledgment of this commitment:**

**Print Your Name:**\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Coversheet

## Psychoeducational and Academic Evaluations Contract

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	G. Psychoeducational and Academic Evaluations Contract
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	August 2023 Pscyh Contract Board Packet (1).pdf





## AIMS Board Meeting Item Cover Letter

**Item** Psychoeducational and Academic Evaluations  
Contract

**Presented By:** Deborah Woods

### Staff Recommendation:

Approve the renewal of psychologist Jack Stanley Correia's contract to complete evaluations and assessments to determine students eligibility for special education services and supports.

Committee Approval:

Finance Committee

Total Associated Cost: 80,000

Included in Budget? Yes

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered between *Jack Stanley Correia* (“Service Provider”) and the *AIMS K-12 College Prep Charter District* (“Charter”). Service Provider and Charter may be collectively referred to as the “Parties” or individually as a “Party.” This MOU shall be effective as of the date of the last-executed signature below. This MOU is regarding the provision of psychoeducational assessments/ evaluations for Charter.

### **1. Purpose of MOU**

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

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

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

**Whereas**, Charter seeks to contract with Service Provider in order for Service Provider’s personnel to provide psychoeducational evaluations.

### **2. MOU Must be Renewed Annually**

This MOU shall be in effect for the period beginning on August 14, 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 August 14, 2023 to June 30, 2024. On or before May 30, 2024, Charter shall submit a written request for renewal of the contract to the Service Provider.

On or before June 15, 2024, Service Provider shall provide Charter with a written response to the request. The Service Provider’s response shall specify whether the Service Provider is willing to provide all, some, or none of the services requested. If Service Provider is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. Service Provider’s written response shall include a rate schedule for all requested services.

### **4. Scope of Services**

The Parties agree that Service Provider shall provide full psychoeducational evaluations, including a written report, and presentation of that report at an IEP meeting.

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

### **5. Rate Schedule**

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

- Standard processing and intellectual assessment \$ 3,000
- Academic assessments \$1000
- Psychological Counseling \$150 per hour

### **6. Service Provider's Responsibilities**

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

- a. Ensure that staff members conducting the psychoeducational evaluation will assist with the drafting of proposed goals and objectives for review and approval by the Student's IEP team;
- b. Notify Charter if it has reason to believe/ recommend that any Student who is being evaluated requires additional evaluation, change of placement or services, prior to an IEP team meeting;
- c. Ensure that staff members conducting assessments are available to attend IEP meetings or other meetings regarding Student;
- d. Ensure that all staff working with Student possess appropriate and current credentials and certifications; and
- e. Be responsible for all employee related issues and discipline.

### **7. Charter's Responsibilities**

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

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

- b. Provide at least 50 days of notice by sending a signed assessment plan to Service Provider via email;
- c. Schedule, convene, and conduct, all IEP meetings for Student; and
- d. Provide timely notice to Service Provider when there is a change in Student's enrollment status at Charter, and/ or if Student has been suspended or expelled.

## **8. Payment for Services**

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

Charter shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the Charter within forty-five (45) days of the receipt of the invoice, the Charter agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. Service Provider shall bill the LEA for the interest. Failure by Charter to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination pursuant to **Section 11** of this MOU.

## **9. Student Absences**

Charter acknowledges that the services provided by Service Provider under this MOU will be provided for the entire school year and that Service Provider will be modifying its staffing and/or caseloads in order to provide psychoeducational evaluations to students.

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

## **10. Termination**

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

## **11. Charter Solely Responsible For Providing FAPE to Student**

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

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

#### **12. Service Provider and Charter Are Independent Contractors**

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

#### **13. Non Exclusive Agreement**

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

#### **14. Indemnification and Hold Harmless**

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

#### **15. Responsibility for Litigation Costs**

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

#### **16. Meet and Confer**

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

#### **17. Credentials, Licenses and Other Qualifications**

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

### **18. Severability/Waiver**

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

### **19. Execution of MOU Electronically and In Counterparts**

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jack Stanley Correia  
School Psychologist Service Provider

## Coversheet

### Speech and Language Occupational Therapy Services Contract

**Section:** IV. Consent Calendar  
**Item:** H. Speech and Language Occupational Therapy Services Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Speech and Language OT Services-Ascend Rehab Services Inc Contract 2023-24.pdf





## AIMS Board Meeting Item Cover Letter

Item: Speech and Language and Occupational Therapies Contract

Presented By: Deborah Woods

### Staff Recommendation:

Approve the renewal of the Ascend Rehab Services Inc contract securing a full time virtual speech and language therapist and in person IA, in addition to a part time occupational therapist.

Committee Approval: Finance Committee

Total Associated Cost: 213,000

Included in Budget? Yes

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

**2023-2024**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** AIMS K12 College Prep Charter District

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

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on August 22, 2023, between AIMS K12 College Prep Charter District, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Ascend Rehab services Inc (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## 6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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



- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include

subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

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

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

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

#### **15. INSURANCE**

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

### **PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**



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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)**

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

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

## 22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to



LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

## 23. INSTRUCTIONAL MINUTES

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

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

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

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

## 24. CLASS SIZE

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

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

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

## 25. CALENDARS

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

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the

provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

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

## 26. DATA REPORTING

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

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

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

## 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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



CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be

allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy,



California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

### **40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

#### 42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### 43. MONITORING

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

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

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

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

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



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

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

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

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

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

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

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

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

## **50. FACILITIES AND FACILITIES MODIFICATIONS**

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

## **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **52. INCIDENT/ACCIDENT REPORTING**

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

## **53. CHILD ABUSE REPORTING**

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

## **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints.



CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **55. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

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

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45)

days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days



that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

### **61. INSPECTION AND AUDIT**

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

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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 23rd day of August, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Ascend Rehab Services Inc.  
Nonpublic School/Agency

AIMS K12 College Prep Charter  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Maya Woods-Cadiz, Superintendent  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Maya Woods-Cadiz, Superintendent
Nonpublic School/Agency/Related Service Provider	AIMS K12 College Prep Charter
Address	LEA
City State Zip	171 12 <sup>th</sup> Street
Phone Fax	Oakland, CA 94067
Email	City State Zip
	510.893.8701 510.893.0345
	Phone Fax
	maya.woods-cadiz@aimsk12.org
	Email

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email



## **School-Based Services**

Ascend strives to provide the highest quality Speech and Occupational services to all our educational partners across California. Our extensive experience and expertise, personalized service, competitive reimbursement rates and prompt support have given us an edge over other NPAs and companies.

### **Our Goal**

We work with the IEP team to enable children to access and participate in a curriculum suitable to their current level of functioning and abilities. We offer appropriate and thorough initial evaluations, tri-annual assessments, individual sessions, group therapy & consults.

Also, we aim to empower aides, teachers, school staff with regular 'staff training' on a range of topics using the educational model.

### **Why Ascend is different from other Agencies?**

1. Ascend offers seminars/workshops and CEUs at no cost to district staff.
2. Ascend offers a unique classroom-based therapy, collaborative team teaching, and response to Intervention programs.
3. Ascend provides assessment kits, therapy materials, laptops and supplies for our therapists to have a successful school year
4. Ascend therapists are supported by highly experienced licensed supervisors and Clinical Directors.
5. Ascend therapists and staff has flexibility and adaptability to help to meet a district's need to provide a specific service that results in the best possible educational outcomes for students.
6. Our team of therapists are licensed and CA board approved

### **Contract Options:**

We have therapists that are available for;

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



**School Rate (calculated for 8 hours per day):**

<b>Speech Language Pathologist</b>	<b>\$98.00 per hour</b>
<b>Virtual Speech Language Pathologist</b>	<b>\$88.00 per hour</b>
<b>Instructional Aide (IA)</b>	<b>\$55.00 per hour</b>
<b>Occupational Therapist (OT)</b>	<b>\$89.00 per hour</b>

# Coversheet

## Resolution - Surplus Items

<b>Section:</b>	IV. Consent Calendar
<b>Item:</b>	I. Resolution - Surplus Items
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Resolution - Surplus August 2023.pdf Itemized List of Surplus.pdf



## **RESOLUTION OF THE BOARD OF EDUCATION OF THE AMERICAN INDIAN MODEL SCHOOLS**

Declaring Surplus Items for AIMS College Prep Middle School, American Indian Public Charter II  
& AIMS College Prep High School

**WHEREAS**, the Board of Trustees of American Indian Model Schools has received from the Superintendent of Schools a list of AIMS personal property –i.e., electronic equipment (e-waste), furniture and listed in Exhibit “A” deemed no longer required for school purposes, or that should be disposed of for the purpose of replacement, or that is unsatisfactory or not suitable for school use, collected from or at listed sites; and

**WHEREAS**, the Superintendent recommends that the Board declare said AIMS personal property listed in Exhibit “A” to be obsolete, surplus and for items to be disposed of pursuant to applicable law,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of American Indian Model Schools hereby declares said AIMS personal property listed, presented and approved by the Finance Committee to no longer be required for school purposes, or should be disposed of for the purpose of replacement, or is unsatisfactory or not suitable for school use; and,

**BE IT FURTHER RESOLVED** that the Board of Trustee authorizes and directs the Superintendent or designee to dispose of each item of the AIMS personal property approved by the Finance Committee and/or by sale, donation to a charitable organization or disposition in the local public dump upon compliance with the provisions of Education Code Sections 17545 and 17546, respectively. PASSED AND ADOPTED by the Board of Trustees the American Indian Model Schools, this 29th day of August, 2023, by the following vote:

AYE:

NAY:

ABSTAIN:

RECUSED:

ABSENT:

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Board Meeting of the Governing Board of the American Indian Model Schools held on August 29, 2023.

Exhibit A			
Item Description	Brand	Quantity	School
Baby Grand Piano		1	HS
Science	Foss		ES

Exhibit A High School				
Chromebook Type	Chromebook Model	Asset #	SN	Reason
Lenovo	100e 2nd Gen MTK	3104	P207XMQS	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3227	P207Y69V	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3758	YX01X77L	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen AST	3323	P208S7NV	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3114	P207Y6FQ	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen ASst	3309	P208S7NK	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3142	P207Y6VT	Chrome OS missing or damaged
Lenovo	100e 2nd Gen AST	3259	P208S7NB	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3106	P207XWTK	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen MTK	3759	YX01X6CR	Chrome OS missing or damaged; Salvaged screen
Lenovo	100e 2nd Gen AST	2979	P208S7TG	Chrome OS missing or damaged; Cracked Screen
Lenovo	100e 2nd Gen MTK	3158	P207Y6TB	Screen does not turn on/water damage; screen salvaged
Lemovo	100e 2nd Gen AST	3276	P208S7NM	Screen Salvaged
Lenovo	100e 2nd Gen MTK	3815	YX01X8QK	Chrome OS missing or damaged; Salvaged screen
Asus	C200M	953	E5NOCX804	Chrome OS missing or damaged; does not turn on
Acer	N16Q13	756	NXGM8AA001707095117600	Chrome OS missing or damaged; does not charge
Acer	N16Q13	2981	NXGM8AA001652132297600	Chrome OS missing or damaged
Acer	N16Q13	835	NXGM8AA001707095637600	Chrome OS missing or damaged; Salvaged screen
Acer	N16Q13	742	NXGM8AA0016521316A7600	Retired from old Software
Acer	N16Q13	738	NXGM8AA0016521346E7600	Retired from old Software
Acer	N16Q13	722	NXGM8AA0017070994F97600	Retired from old Software
Acer	N16Q13	297	NXGM8AA001702289C87600	Retired from old Software
Acer	N16Q13	767	NXGM8AA00170707707600	Retired from old Software
Acer	N16Q13	766	NXGM8AA001707095287600	Retired from old Software
Acer	N16Q13	803	NXGM8AA001707094FF7600	Retired from old Software
Acer	N16Q13	764	NXGM8AA001707095357600	Retired from old Software
Acer	N16Q13	814	NXGM8AA001707094C07600	Retired from old Software
Acer	N16Q13	761	NXGM8AA001707095277600	Retired from old Software
Acer	N16Q13	732	NZGM8AA001652133057600	Retired from old Software
Acer	N16Q13	773	NXGM8AA001707094FA7600	Retired from old Software
Acer	N16Q13	813	NXGM8AA001707095547600	Retired from old Software
Acer	N16Q13	785	NXGM8AA0016521711A7600	Retired from old Software
Acer	N16Q13	806	NXGM8AA001707095037600	Retired from old Software
Acer	N16Q13	736	NXGM8AA001652134607600	Retired from old Software
Acer	N16Q13	759	NXGM8AA001707095147600	Retired from old Software
Acer	N16Q13	765	NXGM8AA001707095347600	Retired from old Software
Asus	C200M	1668	F3N0CX243682129	Retired from old Software
Asus	C200M	846	FBN0CX16171646A	Retired from old Software
Acer	N16Q13	762	NXGM8AA001707095407600	Retired from old Software
Acer	N16Q13	824	NXGM8AA001707095077600	Retired from old Software
Asus	C200M	912	FBN0CX16166946C	Retired from old Software
Asus	C200M	1645	E5N0CX076566220	Retired from old Software
Acer	N16Q13	725	NxGM8AA001652134547600	Retired from old Software
Asus	C200M	1665	F3N0CX192366129	Retired from old Software
Acer	N16Q13	724	NXGM8AA0016521359C7600	Retired from old Software
Acer	N16Q13	791	NXGM8AA001652145A7600	Retired from old Software
Lenovo	82CD	3279	P208S7LV	doesn't charge/turn on; screen salvaged
Lenovo	82CD	3300	P208S7YS	broken frame; screen salvaged

Lenovo	81QB	3819	YX01X76E	broken frame; screen salvaged
acer	N16Q13	815	NXGM8AA0017070956A7600	screen salvaged
lenovo	81QB	3167	P207Y6VC	broken frame; screen salvaged
acer	N16Q13	772	NXGM8AA001707094FC7600	screen salvaged
lenovo	82CD	3282		screen stays black; screen salvaged
lenovo	81QB	3192	P207Y72D	recovery mode;screen/keyboard salvaged
lenovo	82CD	3269	P208S7QC	doesnt turn on;screen salvaged
acer	N16Q13	802	NXGM8AA0017070936A7600	missing keys; screen salvaged
lenovo	82CD	3290	P208S7JY	not charging; screen salvaged
lenovo	81QB	3198	P207Y6DY	missing or damaged OS; screen salvaged
lenovo	81QB	3136	P207Y6MI	everything but keyboard destroyed
acer		729	NXGM8AA0017070954B7600	Wifi Card Issue, formerly 0838
asus	C200M	1716	E5NOCX806162212	missing or damaged OS; screen salvaged
lenovo	82CD	3324	P208S7R7	not charging; screen salvaged
lenovo	81QB	3160	P207XMPV	missing or damaged OS; screen/keyboard/battery salvaged
lenovo	81QB	3110	P207YE8G	mouse cursor missing;repaired
lenovo	81QB	3140	P207Y701	frame broken; screen/keyboard/battery salvaged
lenovo	82CD	3332	P208S7N5	doesnt turn on;screen salvaged
acer	N16Q13	729	NXGM8AA001652134A67600'	Cracked screen
acer	N16Q13	734	NXGM8AA0016521313E7600	Retired from old Software;screen salvaged
acer	N16Q13	834	NXGM8AA0017070953B7600	retired from old software; screen salvaged
acer				retired from old software; screen salvaged
asus	C200M	847	FBNOX161721467	retired from old software; screen salvaged
lenovo	81QB	3107	P207Y6DC	screen/keyboard salvaged
lenovo	81QB	3756	YX01X8D3	doesnt charge; screen salvaged
lenovo	81QB	3130	P207Y6V0	black screen; screen salvaged
lenovo	81QB	3102	P207XVRE	charging problems; screen/keyboard salvaged
acer	N16Q13	800	NXGM8AA001707095447600	Cracked screen
asus	C200M	958	E5NOCX8-6293215	screen salvaged
asus	C200M	1994	E5NOCX636887212	screen salvaged
asus	C200M	870	FBNOX161732463	screen salvaged
lenovo	81QB	3178	P207Y6DW	black screen; screen salvaged
lenovo	82CD	3274	P208S7KF	Cracked screen; repaired
lenovo	82CD	3284	P208S7M0	Cracked screen; repaired
asus	C200M	1670	E5NOCX076211222	screen salvaged
acer	N16Q13	743	NXGM8AA001652131927601	missing keys; screen salvaged
acer	N16Q13	783	NXGM8AA0017070951A7600	screen salvaged
asus	C200M	827	FBNOX161595465	screen salvaged
asus	C200M	871	F1NOCX56992805B	screen salvaged
asus	C200M	877	FBNOX16165046B	screen salvaged
asus	C200M	962	F4NOCX212645175	screen salvaged
lenovo	82CD	3343	P208S7KW	broken frame/screen
Asus	C200M	960	F3NOCX192464129	retired from old software; screen salvaged
asus	C200M	1999	E5NOCX806263217	retired from old software; screen salvaged
asus	C200M	1651	E5NOCX806117219	retired from old software; screen salvaged
asus	C200M	974	E5NOCX80611921H	retired from old software; screen salvaged
asus	C200M	1712	E5NOCX805530213	retired from old software; screen salvaged
asus	C200M	859	FBNOX6145046B	retired from old software; screen salvaged
asus	C200M	1642	F3NOCX226753129	retired from old software; screen salvaged
asus	C200M	842	FBNOX161156461	retired from old software; screen salvaged

asus	C200M	880	FBNOCX1616424A	retired from old software; screen salvaged
asus	C200M	962	4NOCX212645175	retired from old software; screen salvaged
asus	C200M	877	FBNOCX16165046B	retired from old software; screen salvaged
asus	C200M	871	F1NOCX56992805B	retired from old software; screen salvaged
asus	C200M	1670	E5NOCX076211222	retired from old software; screen salvaged
lenovo	82CD	3343	P28S7KW	retired from old software; screen salvaged
acer	N16Q13	743	NXGM8A001652131927600	retired from old software; screen salvaged
asus	C200M	827	FBNOCX161595465	retired from old software; screen salvaged
acer	N16Q13	783	NXGM8AA0017070951A7600	retired from old software; screen salvaged

<div> <div>Exhibit A</div> <div>12th Street</div> </div>		
Device Type	Serial Number	Tag Number
Asus C200 Chromebook		0472
Asus C200 Chromebook		0003
Asus C200 Chromebook	FBN0CX16240746A	
Asus C200 Chromebook		0036
Asus C200 Chromebook		0084
Asus C200 Chromebook		0510
Asus C200 Chromebook		0067
Asus C200 Chromebook		0051
Asus C200 Chromebook		0049
Acer C731 Chromebook	NXGM8AA00165207B317600	
Acer C731 Chromebook		0337
Lenovo 100e		2304
Lenovo 100e		1024
Lenovo 100e AST		1543
Lenovo 100e MTK		1341
Lenovo 100e MTK	P204UB1M	1352
Acer C731 Chromebook		0339
Acer C731 Chromebook		0341
Lenovo N22		LR06CTX0
iPad Gen 4		1172
iPad Gen 4		1160
iPad Gen 4		1150
iPad Gen 4		1100
iPad Gen 4		1092
iPad Gen 4		1124
iPad Gen 4		1168
iPad Gen 4		1149
iPad Gen 4		1148
iPad Gen 4		1133
iPad Gen 4		1120
iPad Gen 4		1122
iPad Gen 4		1125
iPad Gen 4		1129
iPad Gen 4		1167
iPad Gen 4		1173
iPad Gen 4		1109
Lenovo ELD Teacher Laptop		0506
Acer C731 Chromebook		0336
Acer C731 Chromebook		0305

Acer C731 Chromebook		0331
Acer C731 Chromebook		0259
Acer C731 Chromebook		0401
Acer C731 Chromebook		0306
Acer C731 Chromebook		0291
Acer C731 Chromebook		0377
Acer C731 Chromebook		0399
Acer C731 Chromebook		0335
Acer C731 Chromebook		0354
Acer C731 Chromebook		0389
Acer C731 Chromebook		0324
Acer C731 Chromebook		0370
Acer C731 Chromebook		0386
Acer C731 Chromebook		0358
Acer C731 Chromebook		0365
Acer C731 Chromebook		
Asus C200 Chromebook	FBN0CX161714464	
Asus C200 Chromebook	FBNC0X16125046G	
Asus C200 Chromebook		0068
Asus C200 Chromebook		0005
Asus C200 Chromebook	FBNC0X16378146A	
Asus C200 Chromebook		0024
Asus C200 Chromebook		0019
Asus C200 Chromebook	E5N0CX91120822C	
Asus C200 Chromebook		0093
Lenovo N22	LR08MXE0	
Lenovo N22	LR08KKUX	
Acer C731 Chromebook		0440
Acer C731 Chromebook		0303
Acer C731 Chromebook		0392
Acer C731 Chromebook		0357
Acer C731 Chromebook		0366
Acer C731 Chromebook		0364
Acer C731 Chromebook		0279
Acer C731 Chromebook		0447
Asus C200 Chromebook		0022
Acer C731 Chromebook		0376
Acer C731 Chromebook		0321
Lenovo 100e		0556
Acer C731 Chromebook		0407
Acer C731 Chromebook		0356
Acer C731 Chromebook		0345



Acer C731 Chromebook		0402
Acer C731 Chromebook		0347
Acer C731 Chromebook		0307
Acer Cb3-1111 Chromebook		0186
Acer C731 Chromebook		0333
Acer C731 Chromebook		0391
HP201xi Monitor		
Dell P2419H Monitor		3593
Acer C731 Chromebook	NXGM8AA0016511DD4A7600	
Acer C731 Chromebook	NXGM8AA0016511DD287600	0410
Acer C731 Chromebook	nxgm8aa00165207d4e7600	
Acer C731 Chromebook	NXGM8AA00165207CF97600	
Acer C731 Chromebook		0361
Lenovo 100e 2nd Gen AST		2252
Lenovo 100e 2nd Gen AST		2256
Lenovo 100e		0616
Lenovo 1003 2nd Gen MTK		4501
Box of Broken Screens		
Avya Phone		
Chromebook Screens		30
Dell Laptop Screen		3
Miscellaneous Cables		
Acer C731 Chromebook		0332
Acer C731 Chromebook		0444
Acer C731 Chromebook		0396
Acer C731 Chromebook		0319
Acer C731 Chromebook		0284
Acer C731 Chromebook		0406
Acer C731 Chromebook		0405
Acer C731 Chromebook	NXGM8AA00165207D737600	
Acer C731 Chromebook		0329
Acer C731 Chromebook		0382
Acer C731 Chromebook	NXGM8AA00165207C5B7600	

# Coversheet

## Declaration of Need for Fully Qualified Educators

Section:	V. Action Items
Item:	A. Declaration of Need for Fully Qualified Educators
Purpose:	Vote
Submitted by:	
Related Material:	AIMS Declaration of Need 2023-2024 CL-500 REVISED.pdf

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

Name of District or Charter: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
*Name*                      *Signature*                      *Title*

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
-------------------	-------------------------	-------------

---

*Mailing Address*

---

*E-Mail Address*

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

\_\_\_\_\_  
Name Signature Title

\_\_\_\_\_  
Fax Number Telephone Number Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
EMail Address

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

Emergency Transitional Kindergarten (ETK)

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

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

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

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

**Authorizations for Single Subject Limited Assignment Permits**

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. \_\_\_\_\_

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

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

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

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

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# Coversheet

## Board Resolution - Permit Fees

<b>Section:</b>	V. Action Items
<b>Item:</b>	B. Board Resolution - Permit Fees
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Board Resolution - Permit Fees.pdf



## **RESOLUTION OF THE BOARD OF EDUCATION OF THE AIMS K-12 COLLEGE PREP CHARTER DISTRICT**

Declaring the Recognition AIMS College Prep Middle School, American Indian Public  
Charter II & AIMS College Prep High School as AIMS K-12 College Prep Charter  
District

**WHEREAS**, the Board of Trustees of AIMS K-12 College Prep Charter District approves that permits submitted to California Teaching Credential be paid by AIMS K-12 College Prep Charter District. Permits such as 30-Day Substitute Permit, Short-Term Staff Permit, Provisional Internship Permit.

**WHEREAS**, the permit will be paid using AIMS K-12 credit card. If the employee decides to pay on their own then they will be able to request a reimbursement from their respective school site.

**WHEREAS**, Head of schools will identify funding sources in their revised plans for board approval. This final decision will be made by the Superintendent in alignment with the overall budget and programmatic needs.

**WHEREAS**, this resolution is only valid for fiscal year 2023-2024 due to teacher shortage.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of as AIMS K-12 College Prep Charter District hereby authorizes that each school site determine the funds that will be used for the permit; on this 19th day of August 2023, by the following vote:

AYE:

NAY:

ABSTAIN:

RECUSED:

ABSENT:

### **CERTIFICATION**

I, \_\_\_\_\_, hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Board Meeting of the Governing Board of the AIMS K-12 College Prep Charter District held on August 19th, 2023.

# Coversheet

## Adoption of Local Assignment Option EC 44863

<b>Section:</b>	V. Action Items
<b>Item:</b>	C. Adoption of Local Assignment Option EC 44863
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Local Assignment Option EC 44263 2023-2024 Board Adoption.docx

## Adoption of Local Assignment Option EC 44863

California Education Code 44263 allows the holder of a teaching credential to serve, by resolution of the Governing Board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of coursework, or nine semester units upper division or graduate course work, in the subject to be taught, or a self-contained/core subjects class if he/she/they holds at least 60 semester hours equally distributed among the 10 areas of a diversified major set forth in Section 44314. A three-semester-unit variance in any of the required 10 areas may be allowed. Action by the AIMS College Prep Charter Board is required.

<b>AIPCS II – AIMS Elementary</b>		
<b>Name</b>	<b>Credential</b>	<b>Subject Authorization</b>
Sacramento, Maria Lerissa	Preliminary Single Subject Mathematics	Multiple Subjects

<b>AIMS College Prep Middle</b>		
<b>Name</b>	<b>Credential</b>	<b>Subject Authorization</b>
Ongaga, Evans	Preliminary Single Subject Social Science	Multiple Subjects
Bilorusky, Kyle	Preliminary Single Subject Social Science	English

<b>AIMS College Prep High School</b>		
<b>Name</b>	<b>Credential</b>	<b>Subject Authorization</b>
N/A		

**RESOLUTION FOR APPROVAL OF LOCAL ASSIGNMENT OPTION -  
TEACHERS INSTRUCTING SUBJECTS PER EDUCATION CODE 44263  
SINGLE SUBJECT AND ELEMENTARY**

The Commission on Teacher Credentialing provides employing districts with assignment options of a temporary nature in which a teacher with an appropriate credential is not available to the school district. Each require the consent of the teacher and Board approval.

**PASSED AND ADOPTED** by the Governing Board of the AIMS College Prep Charter District of Alameda County, California, on August 29, 2023 by the following vote:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the AIMS College Prep Charter District at a public meeting of said Board held on August 29, 2023, and that the approval is an excerpt from the Agenda of the Governing Board for meeting.

\_\_\_\_\_

Barbara Pemberton  
Board Secretary, Board of Directors

# Coversheet

## Rojas Janitorial Contract

<b>Section:</b>	V. Action Items
<b>Item:</b>	D. Rojas Janitorial Contract
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Rojas Janitorial Contract.pdf



**Juan Carlos Rojas**

**Rojas Janitorial Services**

6800 Macarthur Boulevard  
Oakland, CA 94605

C: 510-878-0110

E: rojasjanitorialservice@gmail.com

## **INTRODUCTION**

We are pleased to continue our partnership. We are confident that we can continue to provide AIMS with exceptional service. We understand that the cleanliness and disinfection of the facilities are very important because people are simply more comfortable and productive in an environment that is clean and safe. Our janitorial service ensures the highest level of cleanliness for the health of your employees and students and provides an unbeatable first impression.

This agreement is to provide janitorial services to the following locations:  
171 12<sup>th</sup> Street, Oakland, CA 94607  
746 Grand Avenue, Oakland, CA 94610

## **DAY PORTER START DAILY FROM 6:00 AM TO 5:00 PM**

- Inspect around the building and remove any residue or debris found and pressure wash as needed.
- Pressure wash front courtyard and surrounding area.
- Sweep front sidewalk pavement and around the building.
- Sweep the parking area and remove any debris.
- Power wash and remove any debris on the driveway.
- Set up handwashing sinks for all entry areas
- Inspect and clean all Restroom constantly. Remove trash inside the Restroom once found  $\frac{3}{4}$  full.
- Wipe and disinfect all tables and chairs in common areas
- Throw trash out prior to the shift completion
- Empty trash, compost and recycle after lunch service
- Throw out any food and clean kitchen area after food service is over
- Wipe down cafeteria tables and sweep after lunch service
- Support with any additional cleaning and disinfecting that the school may need.

## **NIGHTLY CLEANING SCHEDULE**

- Clean – Lobby, school offices, hallways, all classrooms, elevator, all stairwells and common areas.
- Clean fingerprints and smudges from all entrance glass and entry doors.
- Neatly arrange all reading materials, product displays, marketing, and furniture in the reception areas.
- Dust all horizontal surfaces of office furniture and front desk including, counters, desks, computer monitors, tables, file cabinets, copy and fax machines, etc.
- Spot clean horizontal surfaces for removal of spillage, marks, and coffee rings.
- Thoroughly spot clean all interior in each classroom.
- Spot clean and shampoo with steam clean any liquid spill or stain found on the carpet.
- Thoroughly mop the floor of with disinfectant to all ceramic tiles.
- Empty all trash receptacles and remove to a collection point.
- Replace new trash liners to all trashcans.
- Vacuum all carpeted areas in each classroom.
- Vacuum all mats, roll up, clean beneath and replace.
- Thoroughly disinfect all tables and chairs every night, return all chairs in proper places.
- Disinfect all light switches and door handles.
- Thoroughly clean all windows.
- Wipe down exterior doors.

#### *Lunchroom, Common Areas, and Lounge*

- Wipe clean tables, chairs, sink, counters, and exterior of cabinets in the cafeteria and faculty lounge.
- Wipe clean exterior of all countertop appliances in the kitchen including the interior of microwaves
- Wipe down coffee machines and coffee stations. Check to be sure coffee machines have been turned off.
- Vacuum mats and runners.
- Wipe clean all countertops and sinks.
- Clean and disinfect all drinking fountains and water coolers.

#### *Restrooms*

- Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
- Empty trash receptacles and wash/wipe with disinfectant, as needed.
- Wipe clean exposed pipes, counters, ledges, mirrors, and air grills with approved disinfectant.
- Sweep tile floor.
- Disinfect interior and exterior of toilets and toilet seats. Polish all chrome fittings.
- Disinfect interior and exterior of urinals. Polish all chrome fittings.
- Empty sanitary napkin receptacle and spray with a disinfectant.
- Change urinal deodorizers as needed.
- Thoroughly remove odor inside the restrooms.



- Change urinal deodorizers as needed.
- Disinfect door handles, partition handles, and light switches.
- Clean sinks, disinfect counters, and polish chrome fittings.
- Remove splash marks from walls around sinks.
- Clean and polish mirrors and fixtures.
- Sweep the bathroom floor.
- Damp mop restroom floors, including corners and edges, with disinfectant, pouring water down drains to eliminate odors.
- Wipe clean handrails with a disinfectant.
- Wipe clean tile walls with a disinfectant.
- Spot clean walls and partitions to remove smudges and graffiti.

## **MONTHLY CLEANING SCHEDULE**

- Thoroughly dust all vertical surfaces of furniture, including desks, tables, chairs, file cabinets, etc.
- High dusting of air vents tops of doors, door frames, ceiling corners, and edges etc.
- Dust all baseboards.
- Dust all blinds
- Vacuum upholstered furniture to remove dust and lint.
- Vacuum carpet edges and corners along walls and partitions.
- Wipe down all artificial plants.

## **2X A YEAR CLEANING SCHEDULE**

- Shampoo and steam all carpeted areas.
- Machine scrub the tiles and wax the floor.

## **OTHER SERVICES OFFERED**

- Maintenance jobs such as light bulb replacement, faucet replacement, interior repairs such as plumbing, wall repair, painting, assembling furniture, landscaping and others.
- Maintenance is charged at \$25 per hour.

## CLEANING CONTRACT AGREEMENT

**Rojas Janitorial Services** and AIMS K-12 College Prep ("**CLIENT**"). Both **RJS** and **CLIENT** agree that **Rojas Janitorial Services** will begin service on \_\_\_\_\_, 2022, with the following terms and conditions.

1. **CLIENT** agrees to contract **RJS** to perform cleaning services according to the outlined cleaning schedule enclosed.
2. **CLIENT** agrees to verbally notify **RJS** of any non-performance prior to written notification.
3. **CLIENT** is responsible for purchasing cleaning supplies needed.
4. **RJS** staff will do a livescan – results will be sent to **CLIENT** and RJS staff will also provide of proof of TB test prior to starting employment at any of the **CLIENT'S** facilities.
5. **RJS** will charge the cleaning services at a rate of **\$22.50** per hour.
6. **CLIENT** agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, will not employ directly or indirectly any employees, agent representatives of **RJS**.
7. **RJS** will keep up with current and future cleaning requirements established by the Center for Disease Control (CDC).
8. This agreement is for a term of one (1) year, and shall be automatically renewable on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least thirty (30) days prior to said anniversary date. Otherwise, this agreement may be terminated for non- performance only, and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have thirty (30) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved at the end of the thirtieth (30) day, the terminating party shall notify the non-terminating party in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail. The Cure Period shall not apply in the event of failure by **CLIENT** to make payment for services in accordance with the Payment Terms in the Cleaning Agreement. In such event, **RJS** will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days to remit all balances then outstanding, after which time **RJS** may, at its sole discretion, discontinue services without further notice.
9. Invoices are sent out on a weekly basis with payment due 21 days later.

Customer Signature

RJS Signature

\_\_\_\_\_

\_\_\_\_\_