AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Tuesday August 29, 2023 at 4:30 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
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+16694449171,,81397467941#,,,,*596846# US

Dial by your location
+1 669 900 6833 US (San Jose)
+1 669 444 9171 US
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Passcode: 596846

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public

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

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**4:30 PM**
	A. Record Attendance		Barbara Pemberton	1 m
	B. Call the Meeting to Order		Director Edington	
II.	**Public Comment**			**4:31 PM**
	A. Public Comment on Agenda Items	Discuss	Barbara Pemberton	4 m
	B. Public Comment On Non-Agenda Items	Discuss	Barbara Pemberton	4 m
III.	**Approve Minutes**			**4:39 PM**
	A. June 27 Finance Meeting Minutes	Approve Minutes		1 m
IV.	**Action Items**			**4:40 PM**
	A. AIMS K12 College Prep Exec Memo Unaudited 2223	Vote	Katema Ballentine	2 m
	B. 2023-2024 Contract Submission	Vote	Tiffany Tung	
	C. AIMS K-12 College Prep RFP Response 8-25-23	Vote	Maya Woods-Cadiz	2 m
	D. Vendor Agreement - All Tied Up	Vote	Maya Woods-Cadiz	2 m
	E. Psychoeducational and Academic Evaluations Contract	Vote	Deborah Woods	2 m
	F. Resolution of Surplus 2023	Vote	Marisol Magana	2 m
	G. Rojas Janitorial Contract	Vote	Marisol Magana	2 m
	H. Speech and Language Occupational Contract	Vote	Deborah Woods	2 m

		Purpose	Presenter	Time
I.	TITLE III Memo of Understanding	Vote	Christopher Ahmad	2 m

V. Closed Session — 4:56 PM

A.	Public Comment on Closed Session Items 1 minute per speaker	Discuss		10 m
B.	Closed Session Closed Session Items: 1. Conference with Real Property Negotiations (Gov. Code Section 54956.9) 2. Conference with Legal Counsel- Anticipated Litigation (Gov. Code Section 54956.9) 3. Employee Matters 4. Student Discipline Matter			30 m

VI. Closing Items — 5:36 PM

A.	Adjourn Meeting	Vote	
B.	NOTICES	FYI	Barbara Pemberton

The next regular meeting of the Board of Directors is scheduled to be held in September 2023 by 4:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, it's programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Barbara Pemberton, posted this agenda at the AIMS Campus at 746 Grand Avenue, Oakland, CA 94610, on August 26, 2023, before 4:30 PM.
Certification of Posting

Coversheet

June 27 Finance Meeting Minutes

Section: III. Approve Minutes
Item: A. June 27 Finance Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Committee Meeting on June 27, 2023

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Finance Committee Meeting

Date and Time
Tuesday June 27, 2023 at 4:30 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

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+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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Committee Members Present
C. Edington, J. Hinton (remote), K. Ballentine (remote), M. Woods-Cadiz

Committee Members Absent
None

Guests Present
B. Pemberton, M. Nicholas

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Tuesday Jun 27, 2023 at 4:52 PM.

II. Public Comment

A. Public Comment on Agenda Items

There was no pubic comment

B.

Public Comment On Non-Agenda Items

There was no public comment

III. Action Items

A. Board On Track 2023-24 Renewal Agreement

J. Hinton made a motion to approve the renewal agreement.
K. Ballentine seconded the motion.
The committee **VOTED** to approve the motion.

B. Purchase of Student Polos

There was no representative named on the invoice for the purchase of student polos This item will be held over for more details and removed from the consent calendar.

C. Finance Committee Consultant Contract

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

J. Hinton made a motion to approve.
K. Ballentine seconded the motion.
The committee **VOTED** to approve the motion.

E. CPR/First Aid

J. Hinton made a motion to approve.
C. Edington seconded the motion.
The committee **VOTED** to approve the motion.

F. Enroll Oak MOU

C. Edington made a motion to approve.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

G. BACR Contract Agreement (AIMS MS and AIPCS II)

J. Hinton made a motion to approve.
C. Edington seconded the motion.
The committee **VOTED** to approve the motion.

H. Vector Contract

C. Edington made a motion to approve.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

I.

Mealtime Contract

C. Edington made a motion to approve.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** to approve the motion.

J. KIT Funding Report

C. Edington made a motion to approve.
K. Ballentine seconded the motion.
The committee **VOTED** to approve the motion.

K. Compensation Guidelines

L. Proposal for Kitchen Buildout

IV. Closed Session

A. Public Comment on Closed Session Items

There was no public comment

B. Closed Session

V. 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 6:15 PM.

Respectfully Submitted,
C. Edington

B. NOTICES

Coversheet

AIMS K12 College Prep Exec Memo Unaudited 2223

Section:	IV. Action Items
Item:	A. AIMS K12 College Prep Exec Memo Unaudited 2223
Purpose:	Vote
Submitted by:	
Related Material:	AIMS K12 College Prep Exec Memo Unaudited 2223.docx

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AIPCS I & II
Downtown Oakland Campus
171 12th Street
Oakland, CA 94607
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

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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 (1st and 2nd 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
LCFF	$15,702,559
Federal Revenue	$1,856,889
Other State Revenue	$2,641,095
Local Revenue	$6,380,406
Total Revenue	**$26,580,949**

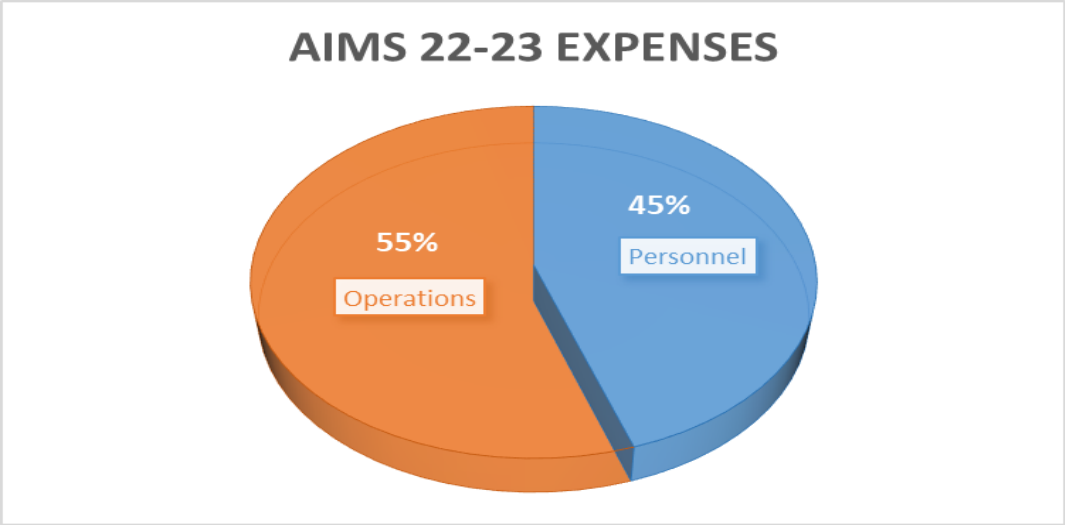
Expenses

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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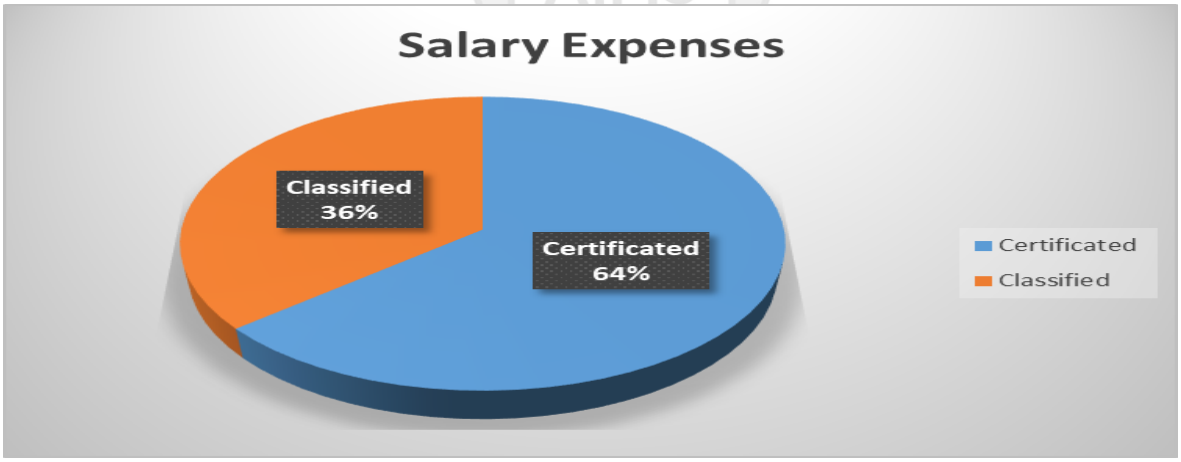
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Salaries & Benefits

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.



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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 ate 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%

CharterVision

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

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
	Books and Supplies	**$2,189,318**

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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
	Services & Other Operating Expenses	**$5,044,332**

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

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

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

CMO INTERPROGRAM TRANSFER		
8785	CMO Management 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.

CharterVision

6900	Depreciation Expense	$378,105
	Capital Outlay	$378,105

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.

CharterVision

7141	Special Education Encroachment District	$1,000,000
7438	Debt Service - Interest	$428,182
	Other Outgo	$1,428,182

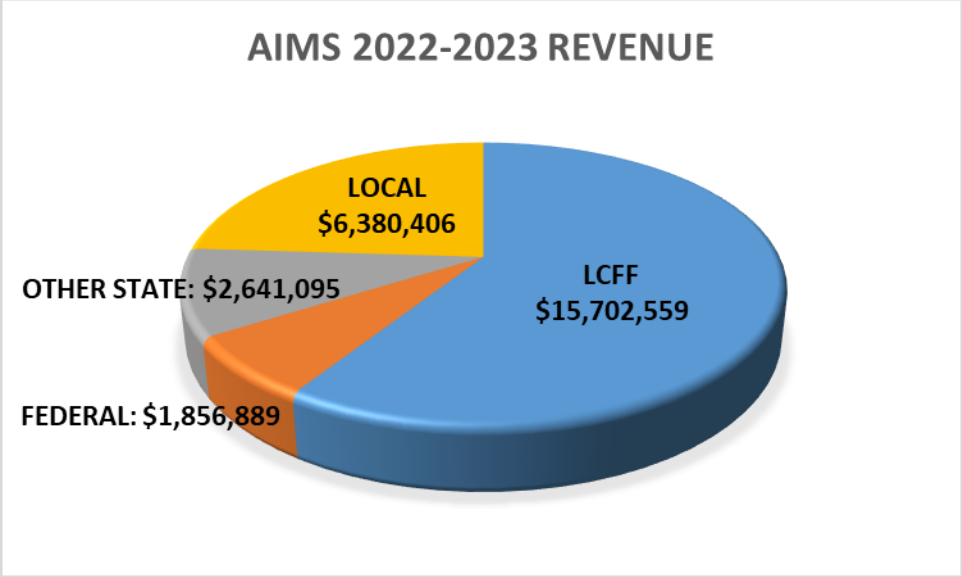
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Summary

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
LCFF	$15,702,559
Federal Revenue	$1,856,889
Other State Revenue	$2,641,095
Local Revenue	$6,380,406
Total Revenue	**$26,580,949**

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
TOTAL EXPENSES		**$ 23,823,455**

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

CharterVision

	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 Activites	$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
Net Increase/(Decrease) in Cash		$1,554,761	$34,670	$1,162,311	$202,956	$1,873,091	($285,528)
Cash at end of Period		$6,951,796	$6,986,466	$8,148,776	$8,351,732	$10,224,823	$9,939,295

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

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

2023-2024 Contract Submission

Section: IV. Action Items
Item: B. 2023-2024 Contract Submission
Purpose: Vote
Submitted by:
Related Material:
Copy of 2023-2024 Contract Submission for Board Approval.pdf.pdf
2023-2024 Contract Submission for Board Approval - EMPLOYEE CONTRACTS FY23-24.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: 2023-2024 Contract Submission for Board Approval

Presented By: Tiffany Tung

Staff Recommendation:

Staff recommends to approve all 2023-24 employee contracts.

Staff additionally recommends to approve all extended contracts/stipends/extra duty

Committee Approval: Yes Finance Committee

Total Associated Cost: Review Adopted Budget

Included in Budget? Yes

Funding Source: General Funds, Title I,

Over/Under Budget?

Under

Amount Over/Under Budget?

Under Budget

Included in LCAP? Yes

Which LCAP?

2023-2024 LCAP

FY23-24 EMPLOYEE CONTRACTS

POSITION CODE	OBJECT	LOCATION	RESOURCE	PROGRAM/DPMNT	EMPLOYEE	FY23-24 Position Title	ASSIGNMENT	FTE FUNDED	FY23-24 SALARIES	Position Type	11/12 MONTH
HITCH0001	1100	40	1400	000	Abshear, Norman	Teacher	C(A-G)	1.00	$68,678.00	Certificated	11 MONTH
CLERK0003	2400	40	0000	000	Alejandre-Chavez, Erika	K12 Clerk	Clerk III	1.00	$39,315.14	Classified	12 MONTH
HITCH0005	1100	40	1400	000	Alonso Loera, Jordy	Teacher	A(A-G)	1.00	$61,882.00	Certificated	11 MONTH
PETCH0004	1100	30	3213	305	Amuchie, Uzoma Paul	Teacher	Physical Education	1.00	$61,882.00	Certificated	11 MONTH
FDSRV0002	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	ELD TEACHER	Academics & Data	0.25	$64,708.00	Classified	11 MONTH
ELDTCH0002	2100	30	0000	320	Arrowsmith, Tracy	ELD TEACHER	Academics & Data	0.24	$64,708.00	Classified	11 MONTH
ELDTCH0002	2100	30	0000	305	Arrowsmith, Tracy	ELD TEACHER	Academics & Data	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	Certifcated	12 MONTH
ACOUNS0001	1200	30	3213	305	Aung, Thunder	Academic Counselor	Elementary Support	0.05	$76,695.83	Certifcated	12 MONTH
ACOUNS0001	1200	30	3213	320	Aung, Thunder	Academic Counselor	Middle Support	0.05	$76,695.83	Certifcated	12 MONTH
ACOUNS0001	1200	40	0000	000	Aung, Thunder	Academic Counselor	High School	0.80	$76,695.83	Certifcated	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 Activites Coordinator	Student Activities Coordinator	0.49	$80,037.30	Certificated Management	12 MONTH
STACT0001	2400	20	3213	320	Bailey, Melissa	Student Activites Coordinator	Middle School Support	0.10	$70,000.00	Classified	12 MONTH
STACT0001	2400	30	3213	305	Bailey, Melissa	Student Activites Coordinator	Student Activities	0.05	$70,000.00	Classified	12 MONTH
STACT0001	2400	30	3213	320	Bailey, Melissa	Student Activites Coordinator	Student Activities	0.05	$70,000.00	Classified	12 MONTH
STACT0001	2400	40	0000	000	Bailey, Melissa	Student Activites Coordinator	Student Activities	0.80	$70,000.00	Classified	12 MONTH
HOD0001	1300	20	1400	320	Bakheit, Zubida	Head of Division	Middle School Support	0.51	$97,849.35	Certificated Management	12 MONTH
HOD0001	1300	30	0000	320	Bakheit, Zubida	Head of Division	Head of Division	0.49	$97,849.35	Certificated Management	12 MONTH
COELD0001	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
HITCH0014	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	1.00	$64,011.00	Certificated	11 MONTH
MUTCH0001	1100	30	9332	320	Camacho, Miguel E. Leyva	Teacher	Music 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
HITCH0007	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
PETCH0001	1100	20	1400	320	Esola, Michael	Teacher	Middle School Support	0.51	$68,957.00	Certificated	11 MONTH
PETCH0001	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	30	3213	320	Flores, Laura	Teacher	8th English History	1.00	$63,751.00	Certificated	11 MONTH
HITCH0002	1100	40	1400	000	Frantz, Jennifer	Teacher	B(A-G)	1.00	$62,808.00	Certificated	11 MONTH
HITCH0012	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	30	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	40	0000	000	Hardy, Mikal	Campus Supervisor	Campus Supervisor	1.00	$47,104.00	Classified	12 MONTH
WLTCH0001	1100	20	1100	320	Holmes, Davis	Teacher	Middle School Support	0.51	$62,808.00	Certificated	11 MONTH
WLTCH0001	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
HITCH0006	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	Kamyron Slocum	Food Service Clerk	Program Compliance	0.51	$35,424.00	Classified	11 MONTH
FDSRV0003	2200	30	0000	230	Kamyron Slocum	Food Service Clerk	Program Compliance	0.24	$35,424.00	Classified	11 MONTH
COUNS0002	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, Chunqiu	Teacher Assistant	Middle School Support	0.51	$53,289.36	Classified	11 MONTH
	TCHAST0003	2100	30	0000	320	Li, Chunqiu	Teacher Assistant	IAII0004	0.49	$53,289.36	Classified	11 MONTH
	SPCOMP0001	1300	20	6500	210	Li, Julia	SPED Compliance Manager	Special Education	0.18	$113,769.67	Certificated Management	12 MONTH
	SPCOMP0001	1300	30	6500	210	Li, Julia	SPED Compliance Manager	Special Education	0.16	$113,769.67	Certificated Management	12 MONTH
	SPCOMP0001	1300	30	6500	210	Li, Julia	SPED Compliance Manager	SPED Manager	0.34	$113,769.67	Certificated Management	12 MONTH
	SPCOMP0001	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, Daijia	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	Adminstrative Assistant	Elementary Support	1.00	$61,935.30	Classified	12 MONTH
	COCLK0001	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	IAIII0007	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	IAIII0001	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	Ojigho, 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 Pobl	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	Certifcated	12 MONTH
	ACOUNS0002	1200	30	3213	305	Saechao, Lai	Academic Counselor	Elementary Support	0.05	$76,695.83	Certifcated	12 MONTH
	ACOUNS0002	1200	30	3213	320	Saechao, Lai	Academic Counselor	Middle Support	0.05	$76,695.83	Certifcated	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	Saleb, 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	30	1400	305	Vang, Axia	Head of Division	Elementary Support	1.00	$108,458.07	Certificated Managment	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	K12 Clerk	Middle School Support	0.51	$35,424.00	Classified	12 MONTH
	CLERK0001	2400	30	0000	320	Vega, Jose	K12 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
	COCLK0003	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 Managment	12 MONTH
	SPDIR0001	1300	20	6500	210	Woods, Debra	Director of Special Education	Special Education	0.17	$150,344.17	Certificated Managment	12 MONTH
	SPDIR0001	1300	30	6500	210	Woods, Debra	Director of Special Education	Special Education	0.34	$150,344.17	Certificated Managment	12 MONTH
	SPDIR0001	1300	30	6500	210	Woods, Debra	Director of Special Education	Special Education	0.16	$150,344.17	Certificated Managment	12 MONTH
	DOS0001	1300	20	0000	320	Wooten, Mikael	Dean of Students	Middle School Support	0.51	$79,297.27	Certificated Management	12 MONTH
	COCLK0002	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
	WLTCH0002	1100	20	1400	320	Wu, Fenglin	Teacher	Middle School Support	0.51	$75,096.00	Certificated	11 MONTH
	WLTCH0002	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, Arezu	Adminstrative Assistant	Middle School Support	0.51	$61,935.30	Classified	12 MONTH
	ADMIN0001	2400	30	0000	320	Yaqubi, Arezu	Adminstrative 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	Coordinaor Business Services	Coordinaor Business Services	1	$76,541.03	Classified Management	12 MONTH
	BUSCOR0002	2400	10	0000	120	Jack Huang	Coordinaor Business Services	Coordinaor 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 Facilites and Maintenance	Coordinator of Facilites 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
	ITCORD0001	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	Complinace Manager	Complinace 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
	OMSBUD0001	2400	10	0000	230	Haar, Eric	Omsudsman (Manager)	Omsudsman (Manager)	1	$105,607.87	Classified	12 MONTH
	ERCO0001	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	Unstricted/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			

			CMO	LCFF	Sports-High School	Hershey Bautista	Assistant Cross Country		Stipend	$ 3,250.00				
			CMO	LCFF	Sports-High School	Sunny Diaz	Cross Country Coach		Stipend	$ 2,250.00				
			CMO	LCFF	Sports-High School	Vinson Ma	Badminton Coach		Stipend	$ 3,250.00				
			CMO	LCFF	Sports-Middle School	Andrew Hampton	Flag Football Coach		Stipend	$ 2,000.00				
			CMO	LCFF	Sports-Middle School	Tanya Nelson	8th grade girls Volleyball Coach		Stipend	$ 3,250.00				
			20/30/40	Title II (split by ADA)	K-12	Christopher Ahmad	BTSA/SCOE Mentor		Stipend	$ 2,000/candidate				
			20/30/40	Title II (split by ADA)	K-12	Maryetta Golden	BTSA/SCOE Mentor		Stipend	$ 2,000/candidate				
			20/30/40	Title II (split by ADA)	K-12	Brian Cabrera	BTSA/SCOE Mentor		Stipend	$ 2,000/candidate				
			20/30/40	Title II (split by ADA)	K-12	Jamelle Jacques	BTSA/SCOE Mentor		Stipend	$ 2,000/candidate				
			40	LCFF	High School	Chaniel Clark	HS Summer Scheduling		Stipend	$ 2,000.00				
			30	ELOP	AIPCSII	Brandon Phu	Saturday Academic School/Enrichment		Extra Duty	TBD				
			30	ELOP	AIPCSII	Brian Cabrera	Saturday Academic School/Enrichment		Extra Duty	TBD				
			30	ELOP	AIPCSII	Yuan Mai	Saturday Academic School/Enrichment		Extra Duty	TBD				
			30	ELOP	AIPCSII	Lavonna Johnson	Saturday Academic School/Enrichment		Extra Duty	TBD				
			30	ELOP	AIPCSII	Jenny Hui	Saturday Academic School/Enrichment		Extra Duty	TBD				
			20	ELOP	AIPCSI	Jermishia Worley	Saturday Academic School/Enrichment		Extra Duty	TBD				
			20	ELOP	AIPCSI	Shirley Beh	Saturday Academic School/Enrichment		Extra Duty	TBD				
			20	ELOP	AIPCSI	Elizabeth Householder	Saturday Academic School/Enrichment		Extra Duty	TBD				
			20	ELOP	AIPCSI	John Burrell	Saturday Academic School/Enrichment		Extra Duty	TBD				
			20	ELOP	AIPCSI	Kyle Bilorusky	Saturday Academic School/Enrichment		Extra Duty	TBD				
			30/20	ELOP (split by ADA)	AIPCSI & AIPCSII	Melissa Bailey	ELOP Program Coordinator		Stipend	TBD				
			40	LCFF	High School	Chaniel Clark	Academic Counselor Coaching		Stipend	$ 2,000.00				

LOCATION CODES KEY	
20	Middle
30	Elementary
40	High School

Coversheet

AIMS K-12 College Prep RFP Response 8-25-23

Section:	IV. Action Items
Item:	C. AIMS K-12 College Prep RFP Response 8-25-23
Purpose:	Vote
Submitted by:	
Related Material:	Copy of AIMS K-12 College Prep RFP Response 8.25.23.pdf

EPIC™
Charter Schools Practice

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AIMS

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

AIMS K-12 College Prep Charter

EPIC
Insurance Brokers & Consultants

EPIC INSURANCE BROKERS & CONSULTANTS
350 S Grand Ave, Suite 4500
Los Angeles, CA 90071

Insurance Brokers & Consultants

August 24th, 2023

Katema Ballentine, Business Operations Office
American Indian Model School
171 12th 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,

Jonathan Wheat

Jonathan Wheat, CPCU
Director, National Charter School Practice
510. 691 .8994
Jonathan.Wheat@epicbrokers.com

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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



Charter School Practice

Heidi Newell, CSRM
Client Executive, Charter School Practice
Newport Beach, CA
(714) 878-8795
heidi.newell@epicbrokers.com

Organization Background Information/History

Visit 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

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

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: ttaylore@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

Teresa Moreno
Director of Human Resources
Phone: 512.869.3020
Email: 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

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
Initial Loss Control	• Schedule and attend initial loss control visit from the selected insurance carriers to asses risk exposures	**Immediately After Renewal**
Claims Review	• Schedule and attend open claims review with prior insurance carriers to close open claims • Prepare trend analysis to review school's pain points	**Immediately After Renewal**
Loss Prevention & Property Assessment	• Visit all campuses for property assessment and prepare Marshall Swift report for building valuation	**3 Months After Renewal**
Training Opportunities	• Identify training opportunities and schedule with appropriate vendors and consultants	**Immediately After Renewal**

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

Charter School Practice
Heid Newell, CSRM
Client Executive
Newport Beach, CA
(714) 878-8759
judith.paredes@epicbrokers.com

Charter School Practice
Andrea Reyes, CSIR CPIA CIIP CLP
Client Manager
Dallas, TX
(318) 347-4270
andrea.reyes@epicbrokers.com

Charter School Practice
Bailey Collins
Assistant Client Manager
Dallas, TX
(469) 315-0867
bailey.collins@epicbrokers.com

Property & Casualty Claims
Norma Brehm
P&C Claims Manager SW
Phoenix, AZ
(623) 326-3132
Norma.Brehm@epicbrokers.com

Property & Casualty Claims
Andy D'Entremont, ESQ CIC ARM CRIS ERIS AIC
Director of Claims – P&C
Andy.dentremont@epicbrokers.com
Birmingham, AL
(415) 356-4880

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

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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 provides 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.

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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

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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.

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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.

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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.

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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.

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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.

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Strategic Planning – Transition and Initial Focus Meeting

Function	Tasks	Timeframe
File BOR	• File Broker of Record letter with all relevant carriers	**Immediate**
Establish Communication Protocols	• Review implementation timelines • Commit to initial meeting schedule (kick-off meeting/working session, renewal strategy meeting, underwriting meetings, etc.) • Establish AIMS K-12 College Prep preferences concerning communication channels with EPIC	**Immediate**
Mid-term obligations	• Review in-force programs including in-force program binders and policy forms • Establish an inventory of outstanding items (including historical programs, outstanding claims) • Review outstanding items with carriers • Keep EPIC up to date on the quality of service and any new service requirements or special projects on the horizon • Provide historical documentation	**Immediate**
Establish Upcoming Goals and Priorities	• 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.	**Within 2 weeks of being awarded the BOR**
Arrange Servicing Transition Plan	• Review incumbent broker's responsibilities including post-policy service obligations • Schedule transfer of current New Design program documentation, as necessary (i.e. Certificates of Insurance list) • Orchestrate incumbent broker run-off and EPIC ramp-up activities	**Immediate**

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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
Certificate Protocols and Issuance	• Populate and review policy information in EPIC's certificates system • Perform a final review of schedule and issue renewal certificates	**TBD**
Auto ID Protocols and Issuance	• Populate and review policy information in AutoID Web • Perform a final review of schedule and issue renewal auto ID cards	**TBD**
Invoicing	• Finalize and prepare billing summary • Verify premium billing accuracy • Calculate any surplus lines taxes and assessments and complete filings	**TBD**
Policy Checking / Compliance Review	• Ensure timely delivery of policies from insurer • Check policies against specifications, binder, and expiring policies • Send policies and insurance registers to AIMS K-12 College Prep via email • Follow-up with insurer for any needed corrections to ensure all corrective endorsements are received within 14 days of request	**TBD**
Register of Insurance	• Provide coverage register for all new placements and updates on changes to existing policies, including but not limited, to comprehensive policy schedules	**TBD**

Integrated Claims & Risk Management Consulting Services

Claims and loss prevention program service assessment	• Perform initial loss frequency and severity assessment • Assess New Design's organizational claim resources and processes • Review account service instructions for maximum effectiveness • Performance audit(s) of select files by line of business • Summary report of process improvement opportunities	**Immediate**
On-going client advocacy	• Pro-active coordination of all insurance related vendor resources • Response to specific claims issues • Assist AIMS K-12 College Prep with the settlement of claims with insurers • Coverage questions and dispute resolution • Coordination of file reviews and summary reports	**Ongoing**

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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.

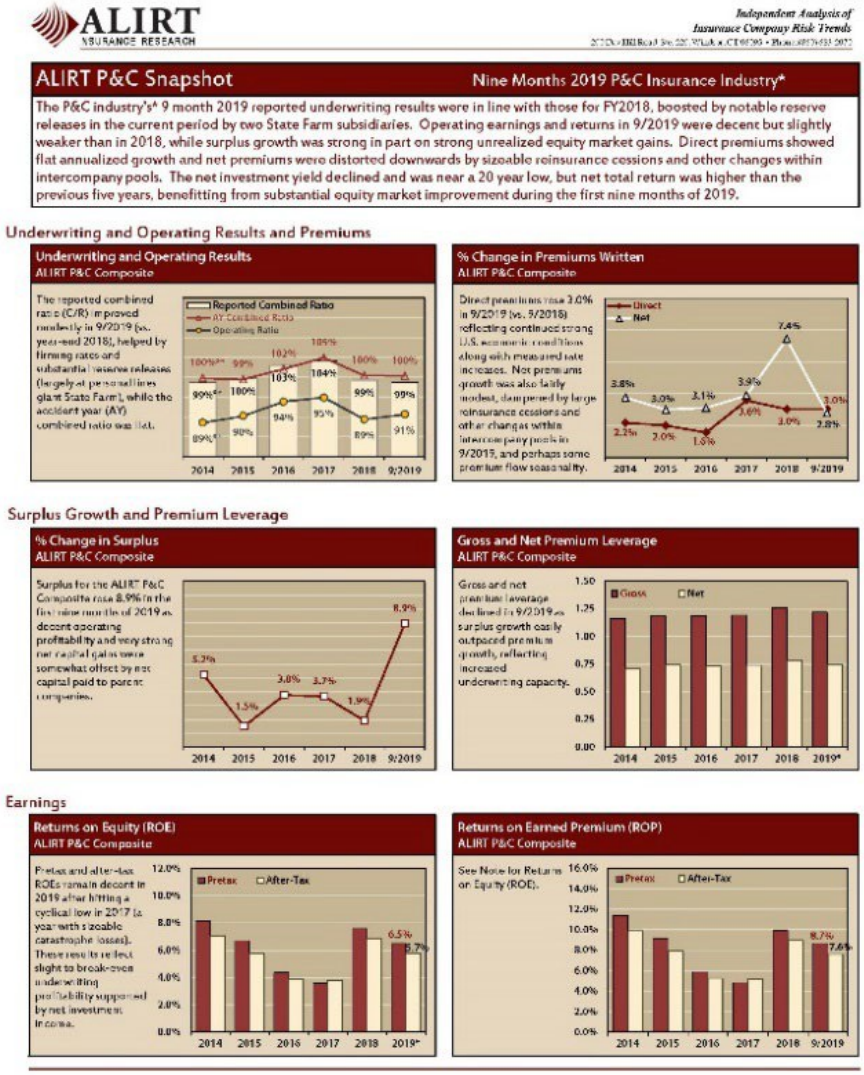
CIAB: EPIC is an active member of the Council of Insurance Agents and Brokers. As such we are involved in the ongoing efforts to shape our industry to the benefit of our clients. We are privy to lobbying efforts throughout the year and our senior leadership attends the annual four-day conference to meet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



ALIRT INSURANCE RESEARCH

Independent Analysis of Insurance Company Risk Trends

ALIRT P&C Snapshot — Nine Months 2019 P&C Insurance Industry*

The P&C industry's* 9 month 2019 reported underwriting results were in line with those for FY2018, boosted by notable reserve releases in the current period by two State Farm subsidiaries. Operating earnings and returns in 9/2019 were decent but slightly weaker than in 2018, while surplus growth was strong in part on strong unrealized equity market gains. Direct premiums showed flat annualized growth and net premiums were distorted downwards by sizeable reinsurance cessions and other changes within intercompany pools. The net investment yield declined and was near a 20 year low, but net total return was higher than the previous five years, benefitting from substantial equity market improvement during the first nine months of 2019.

Underwriting and Operating Results and Premiums

Underwriting and Operating Results — ALIRT P&C Composite

The reported combined ratio (C/R) improved modestly in 9/2019 (vs. year-end 2018), helped by firming rates and substantial reserve releases (largely at personal lines giant State Farm), while the accident year (AY) combined ratio was flat.

% Change in Premiums Written — ALIRT P&C Composite

Direct premiums rose 3.0% in 9/2019 (vs. 9/2018) reflecting continued strong U.S. economic conditions along with measured rate increases. Net premiums growth was also fairly modest, dampened by large reinsurance cessions and other changes within intercompany pools in 9/2019, and perhaps some premium flow seasonality.

Surplus Growth and Premium Leverage

% Change in Surplus — ALIRT P&C Composite

Surplus for the ALIRT P&C Composite rose 8.9% in the first nine months of 2019 as decent operating profitability and very strong net capital gains were somewhat offset by net capital paid to parent companies.

Gross and Net Premium Leverage — ALIRT P&C Composite

Gross and net premium leverage declined in 9/2019 as surplus growth easily outpaced premium growth, reflecting increased underwriting capacity.

Earnings

Returns on Equity (ROE) — ALIRT P&C Composite

Pretax and after-tax ROEs remain decent in 2019 after hitting a cyclical low in 2017 (a year with sizeable catastrophe losses). These results reflect slight to break-even underwriting profitability supported by net investment income.

Returns on Earned Premium (ROP) — ALIRT P&C Composite

See Note for Return on Equity (ROE).

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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

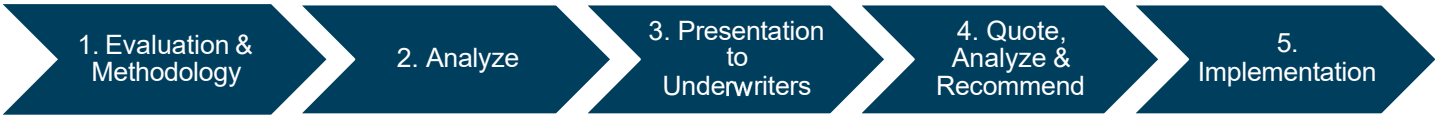
- The state of the education market including:
  - Virtual learning
  - Regulatory compliance and restrictions
  - Student enrollment unpredictability
  - Increase in Cyber crime
  - Staff shortage
  - Increase in Employment Practices Liability claims
  - Increase in SPED liability claims

- 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

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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
• Agree on goals, timeline and strategy for renewal as soon as decisions are made • Assess "state of the insurance marketplace" as backdrop to strategy • Outline underwriting information required for analysis • Agree on marketing strategy	• Obtain exposure information; prepare cat modeling, loss forecasting and collateral analysis • Discuss program design alternatives • Present a full analysis of exposures and policy forms for underwriting submission • Prepare submission and deliver to markets	• Conduct face to face meetings with AIMS K-12 College Prep [if desired] and markets • Provide market feedback and pricing to client • Continue final negotiations	• Perform an analysis of most competitive terms • Present all quotations and make recommendations to clients • Finalize pricing and terms • Obtain binding authority and bind coverage	• Address all outstanding subjectivities prior to binding • Finalize collateral requirements • Secure binding documentation • Process certificates of insurance, auto ID cards and premium invoices • Implement loss control and claims handling protocols

Sample Ongoing Tasks Outline

TASK	DURATION
Account Status Meetings	
Status meetings will be held by the service team to:	Monthly
• Review the overall status of account services	Quarterly
• Exchange of ideas and suggestions	Trimester
• Review open items	Semi-annually
• Review status of new acquisitions (if applicable)	Continuous
Open Claim Status Meetings	
Status meetings will be held to:	Semi Annually (more if appropriate)
• Ensure that claims are proceeding on schedule	
• Keep Service Team members aware of developing loss experience	

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• Assist claim department in the assembly of claim information, policy review, and other issues as deemed necessary	
• Review status of TPA servicing/report distribution (if applicable)	
TASK	**DURATION**
Risk Consulting	
Ensure physical risks are identified, understood and addressed	Continuous – 40 Hours Included
• EPIC Onsite Inspections and coordination/participation of Insurer inspections	
• Corporate Safety Program Review	
• Loss Trend Analysis	
• Property Risk Control Services	
Monitor Industry Trends	
Trends will be monitored in a meeting to identify:	Monthly
• New market developments	
• Identification of “Hot” markets	
Evaluate Insurer Financial Strength	
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
Stewardship Reports	
Achievements and objectives for each Service Team member will be periodically reviewed by operational leadership as well as EPIC liaisons to:	Continuous
• Establish action plan for the coming year	
• Measure the performance of the service team	
• Review status of goals and objectives	
• Review of accomplishments, problems and development of adjustment measures	
• Review of organizational changes and plans at both AIMS K-12 College Prep and EPIC, which may influence current and future plans	
• 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	
• Review insurance budget and premium/loss forecast/cost allocations	
Risk Exposure Analysis	
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
• Identify exposures through visits, questionnaires, flowcharting, financial statements and other records	
• Classify exposures as to severity, frequency, impact on achieving corporate objectives and insurability	
• Suggest engineering, administrative and risk transfer or assumption techniques to actively monitor and control the exposure	
• Assist in implementing selected techniques	

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, STRENGHT & 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 polices (specifically the General Liability as the Umbrella/Excess policies) in the event of a claim impacts both/all policies.

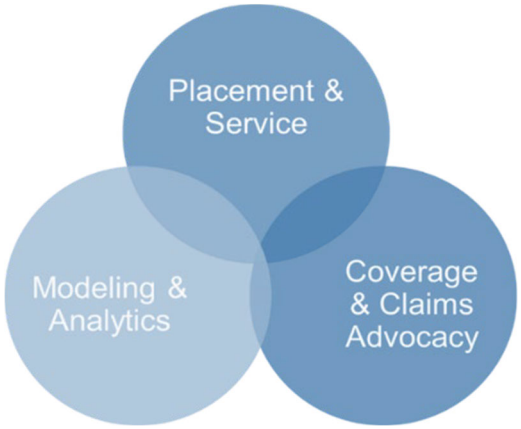
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EPIC CLAIM SERVICES

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

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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:

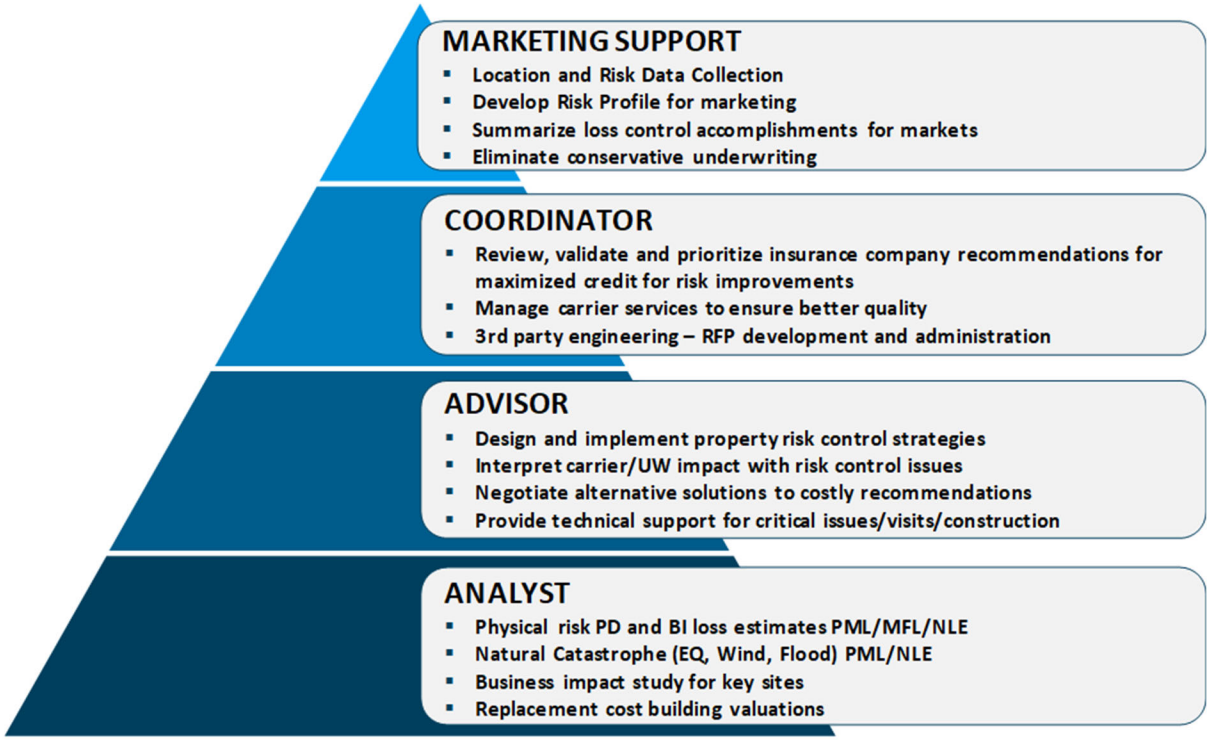
- Set-up protocols to address settlement prior to reporting. Review/draft insurer and client claim handling instructions.
- Provide customized claims reporting forms and associated training.
- Receive and report claims within 24 hours.
- Assist with selection of counsel.
- One email address for the entire 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.

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EPIC's Property Risk Control Consulting

Loss Control Schedule

Function	Tasks	Timeframe
Initial Loss Control	• Schedule and attend initial loss control visit from the selected insurance carriers to asses risk exposures	**Immediately After Renewal**
Claims Review	• Schedule and attend open claims review with prior insurance carriers to close open claims • Prepare trend analysis to review charter's pain points	**Immediately After Renewal**
Loss Prevention & Property Assessment	• Visit all campuses for property assessment and prepare Marshall Swift report for building valuation	**3 Months After Renewal**
Training Opportunities	• Identify training opportunities and schedule with appropriate vendors and consultants	**Immediately After Renewal**

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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

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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, CPCU

Los Angeles, CA
Director, Charter School Practice

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.

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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

Joffrey Clark, CSRM

Dallas, TX
Principal & National Charter School Practice Leader



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.

Heidi Newell, CSRM

Dallas, TX
Charter School Practice Client Executive

PROPRIETARY & CONFIDENTIAL



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 "Check License Status."

ACORD®

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).

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

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	INSURANCE AGENTS E&O			03129988	07/26/2023	07/26/2024	EA CLM/AGGREGATE $250K RETENTION	$10,000,000

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

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

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

Laura Alvarez

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AIMS K-12 COLLEGE PREP CHARTER DISTRICT

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

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

www.AIMSK12.org

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 12th 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			PHONE		FAX
Newport Beach	CA	92660	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

Vendor Agreement - All Tied Up

Section: IV. Action Items
Item: D. Vendor Agreement - All Tied Up
Purpose: Vote
Submitted by:
Related Material: AIMS Vendor Agreement 2023-24-1_230824_221930.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 our of our 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
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

Psychoeducational and Academic Evaluations Contract

Section: IV. Action Items
Item: E. Psychoeducational and Academic Evaluations Contract
Purpose: Vote
Submitted by:
Related Material: August 2023 Pscyh Contract Board Packet.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

Resolution of Surplus 2023

Section:	IV. Action Items
Item:	F. Resolution of Surplus 2023
Purpose:	Vote
Submitted by:	
Related Material:	Copy of Resolution - Surplus August 2023.pdf Copy of 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 Typ	Chromebook Model	Asset #	SN	Reason
Lenovo	100e 2nd Gen MTK	3104	P207XMQS	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen MTK	3227	P207Y69V	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen MTK	3758	YX01X77L	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen AST	3323	P208S7NV	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen MTK	3114	P207Y6FQ	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen ASt	3309	P208S7NK	Chrome OS missing or damaged; Salavaged 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; Salavaged screen
Lenovo	100e 2nd Gen MTK	3106	P207XWTK	Chrome OS missing or damaged; Salavaged screen
Lenovo	100e 2nd Gen MTK	3759	YX01X6CR	Chrome OS missing or damaged; Salavaged 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 Salavaged
Lenovo	100e 2nd Gen MTK	3815	YX01X8QK	Chrome OS missing or damaged; Salavaged 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; Salavaged 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	NXGM8AA001707077077600	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	FBNOCX161721467	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	FBNOCX161732463	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	FBNOCX161595465	screen salvaged
asus	C200M	871	F1NOCX56992805B	screen salvaged
asus	C200M	877	FBNOCX16165046B	screen salvaged
asus	C200M	962	F4NOCX212645175	screen salvaged
lenovo	82CD	3343	P208S7KW	broken frame/screen
Asus	C200M	960	F3N0CX192464129	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	FBNOCX6145046B	retired from old software; screen salvaged
asus	C200M	1642	F3NOCX226753129	retired from old software; screen salvaged
asus	C200M	842	FBNOCX161156461	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

Exhibit A
12th Street

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

Rojas Janitorial Contract

Section: IV. Action Items
Item: G. Rojas Janitorial Contract
Purpose: Vote
Submitted by:
Related Material: Copy of 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 12th 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 ¾ 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

_____

Coversheet

Speech and Language Occupational Contract

Section: IV. Action Items
Item: H. Speech and Language Occupational Contract
Purpose: Vote
Submitted by:
Related Material:
Copy of 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 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL 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^{th}) day of suspension.

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 1501.1and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) 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^{th}) 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 <u>not</u> 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:**
	Maya Woods-Cadiz, Superintendent
Name and Title	**Name and Title** AIMS K12 College Prep Charter
Nonpublic School/Agency/Related Service Provider	**LEA**
	171 12th Street
Address	**Address** Oakland, CA 94067
City **State** **Zip**	**City** **State** **Zip** 510.893.8701 510.893.0345
Phone **Fax**	**Phone** **Fax** maya.woods-cadiz@aimsk12.org
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

Exhibit A: 2023-24 Rates

Ascend
PEDIATRICS • SCHOOL
HOME-BASED • CLINIC

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

Ascend
PEDIATRICS • SCHOOL
HOME-BASED • CLINIC

School Rate (calculated for 8 hours per day):

Speech Language Pathologist	**$98.00 per hour**
Virtual Speech Language Pathologist	**$88.00 per hour**
Instructional Aide (IA)	**$55.00 per hour**
Occupational Therapist (OT)	**$89.00 per hour**

Coversheet

TITLE III Memo of Understanding

Section: IV. Action Items
Item: I. TITLE III Memo of Understanding
Purpose: Vote
Submitted by:
Related Material: Title III MOU 2023-2024.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
Total Consortium Grant allocation	**$32,413.85**	N/A	N/A

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

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

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