



AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Wednesday June 26, 2024 at 5:30 PM PDT

Location

171 12th Street, Oakland, CA 94607

Members of the public, staff, and faculty may join virtually at:

Join Zoom Meeting

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

Meeting ID: 331 112 8694

Passcode: 0EjSCZ

One tap mobile

+17193594580,,3311128694#,,,,*076927# US

+19294362866,,3311128694#,,,,*076927# US (New York)

Dial by your location

• +1 719 359 4580 US

Meeting ID: 331 112 8694

Passcode: 076927

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

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Ahsjanae Hutchings 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 Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance		Barbara Pemberton	1 m
B. Call the Meeting to Order		Director Edington	
II. Public Comment			5:31 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			5:39 PM
A. Finance Committee Meeting: May 21, 2024	Approve Minutes		1 m
IV. Non-Action Items			5:40 PM
A. Should we consider charging a flat fee instead of per-student payment for vendors who do not provide direct service to students?	Discuss	Maya Woods-Cadiz	5 m
V. Action Items			5:45 PM
A. Outfront Billboard Ad Agreement	Vote	Suzen Chu	2 m
B. EC EmpowerED Psychological Services 2024-2025	Vote	Deborah Woods	2 m
C. AIMS 2024-2025 Adopted Budget	Vote	Katema Ballentine	3 m
D. 2024-25 Education Protection Account Resolution	Vote	Katema Ballentine	2 m
E. Protected Prayer Resolution	Vote	Katema Ballentine	2 m

	Purpose	Presenter	Time
F. Air Reading Tutoring Services Agreement	Vote	Christopher Ahmad	2 m
G. Amplify English Language Arts (ELA)	Vote	Christopher Ahmad	2 m
H. Illuinate	Vote	Christopher Ahmad	2 m
I. McGraw Hill Science	Vote	Christopher Ahmad	2 m
J. NWEA Assessment	Vote	Christopher Ahmad	2 m
K. Respond EDU	Vote	Christopher Ahmad	2 m
L. Sacramento County Office of Education (SCOE)	Vote	Christopher Ahmad	2 m
M. Teacher Induction Program	Vote	Christopher Ahmad	2 m
N. Strobel Education Contract (professional development)	Vote	Christopher Ahmad	2 m
O. Unified Insights	Vote	Christopher Ahmad	2 m
P. AIMS 2024-2025 Title Funding Resolution	Vote	Christopher Ahmad	2 m
Q. Employee Contracts/ Extended Contracts Summer Board Approval	Vote	Tiffany Tung	2 m
R. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - HS	Vote	Natalie Glass	2 m
S. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - MS	Vote	Natalie Glass	2 m
T. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - AIPCS II	Vote	Natalie Glass	2 m
U. Local Control and Accountability Plan (LCAP) 2024-25 AIMS	Vote	Natalie Glass	2 m
V. Learning Recovery Grant - AIMS HS	Vote	Natalie Glass	2 m
W. Learning Recovery Grant - AIMS MS	Vote	Natalie Glass	2 m
X. Learning Recovery Grant - AIMS AIPCS II	Vote	Natalie Glass	2 m
Y. Prop 28 Plan Template - AIMS HS	Vote	Natalie Glass	2 m
Z. Prop 28 Plan Template - AIMS MS	Vote	Natalie Glass	2 m
AA. Prop 28 Plan Template - AIPCS II	Vote	Natalie Glass	2 m

	Purpose	Presenter	Time
AB. School Plan Student Achievement (SPSA) - AIMS HS	Vote	Natalie Glass	2 m
AC. School Plan Student Achievement (SPSA) - AIMS MS	Vote	Natalie Glass	2 m
AD. School Plan Student Achievement (SPSA) - AIPCS II	Vote	Natalie Glass	2 m
AE. Asset Sonar Quote for District	Vote	Marisol Magana	2 m
AF. FY24-25 Chromebook Quote for AIMS HS	Vote	Marisol Magana	2 m
AG. FY24-25 Chromebook Quote for AIMS MS	Vote	Marisol Magana	2 m
AH. GoGuardian Quote for District	Vote	Marisol Magana	2 m
AI. FY24-25 Jamf Renewal for High School, SpEd and ELD	Vote	Marisol Magana	2 m
AJ. FY24-25 Staff Laptop Quote - AIMS HS	Vote	Marisol Magana	2 m
AK. FY24-25 Staff Laptop Quote - AIMS MS	Vote	Marisol Magana	2 m
AL. FY 24-25 Zendesk Quote for District	Vote	Marisol Magana	2 m
AM. AIMS MS - 24-25 Bay Area Community Resources Agreement	Vote	Marisol Magana	2 m
AN. American Red Cross - First Aid and CPR/AED Training	Vote	Marisol Magana	2 m
AO. Avela Software	Vote	Marisol Magana	2 m
AP. AIPCS II -24-25 Bay Area Community Resources Agreement	Vote	Marisol Magana	2 m
AQ. Ascend Rehab Services Inc 2024-25 Master Contract	Vote	Deborah Woods	2 m
AR. EC EmpoweredEd Psychological Services 2024-25	Vote	Deborah Woods	2 m
VI. Closed Session			7:14 PM
A. Public Comment on Closed Session Items 1 minute per speaker	Discuss		10 m

Purpose Presenter Time

B. Closed Session 30 m

Closed Session Items:

1. Conference with Real Property Negotiations (Gov. Code Section 54956.89)

- Property: 171 12th Street Oakland, CA 94607
- Agency negotiator: Steven Leung and Christopher Edington
- Negotiating parties: AIMS Board and N1 Capital
- Under negotiation: MOU

2. Conference with Legal Counsel- Anticipated Litigation (Gov. Code Section 54956.9)

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 Matters

3. Employee Evaluation- Superintendent of Schools

VII. Closing Items **7:54 PM**

A. Adjourn Meeting Vote

B. NOTICES FYI Ahsjanae Hutchings

The next regular meeting of the Board of Directors is scheduled to be held on the third Tuesday of the month, July 16, 2024 at 5:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, it's programs or activities. Ahsjanae Hutchings 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 Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Ahsjanae Hutchings, posted this agenda on the AIMS website at www.aimsk12.org on June 22, 2024, before 5:30 PM.

	Purpose	Presenter	Time
Certification of Posting			

Coversheet

Finance Committee Meeting: May 21, 2024

Section: III. Approve Minutes
Item: A. Finance Committee Meeting: May 21, 2024
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Committee Meeting on May 21, 2024

APPROVED



AIMS K-12 College Prep Charter District

Minutes

Finance Committee Meeting

Date and Time

Tuesday May 21, 2024 at 5:30 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/3311128694?pwd=cVFNbEJtWm40aDZpUlp5WFVxRGVqUT09>

Meeting ID: 331 112 8694

Passcode: 0EjSCZ

One tap mobile

+17193594580,,3311128694#,,,,*076927# US

+19294362866,,3311128694#,,,,*076927# US (New York)

Dial by your location

• +1 719 359 4580 US

Meeting ID: 331 112 8694

Passcode: 076927

Find your local number: <https://us02web.zoom.us/j/3311128694>

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.

Committee Members Present

C. Edington, J. Colly, J. Hinton-Hodge, K. Ballentine, M. Woods-Cadiz

Committee Members Absent

None

Guests Present

B. Pemberton

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

M. Woods-Cadiz called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Tuesday May 21, 2024 at 5:40 PM.

II. Public Comment

A. Public Comment on Agenda Items

No comment

B. Public Comment On Non-Agenda Items

No comment

III. Approve Minutes

A. Finance Committee Meeting: April 23, 2024

J. Colly made a motion to approve the minutes from Finance Committee Meeting on 04-23-24.

J. Hinton-Hodge seconded the motion.

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

IV. Non-Action Items

A. Air Reading - Expanded Learning Opportunity

The presentation was given by Xing Zhang of Air Education, Inc. Mr. Ahmad supplemented the presentation.

V. Action Items

A. Air Reading Quote for AIMS College Prep Middle School

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

B. Air Reading Quote for American Indian Public Charter School II

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

C. ELOP Extended Contracts

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

D. Title III MOU 2024-2025

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

E. Special Education Consultant Contract Renewal

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

F. Invoice - Santa Cruz Beach Boardwalk

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

G. Student Chromebooks

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

H. Teacher Laptops

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

I. Kitchen Exhaust Fan Hood Installation

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

J. Addendum to Agreement to Provide Food Service

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

K. AIMS MS/AIPCS II - ELOP Budget & Program Details Update

M. Woods-Cadiz made a motion to approve.
J. Hinton-Hodge seconded the motion.
The committee **VOTED** to approve the motion.

L. ESSER III Plan Update AIMS College Prep High School

M. Woods-Cadiz made a motion to approve.
J. Hinton-Hodge seconded the motion.
The committee **VOTED** to approve the motion.

M. ESSER III - Plan Update - American Indian Public Charter School II

M. Woods-Cadiz made a motion to approve.
J. Hinton-Hodge seconded the motion.
The committee **VOTED** to approve the motion.

N. ESSER III - Plan Update - AIMS College Prep Middle School

M. Woods-Cadiz made a motion to approve.
J. Hinton-Hodge seconded the motion.
The committee **VOTED** to approve the motion.

O. Educator Effectiveness Block Grant 2023-2024

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

VI. Closed Session

A.

Public Comment on Closed Session Items

No comment

B. Closed Session

Board exited to closed session and returned at 6:22 pm with nothing to report.

VII. 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 6:23 PM.

Respectfully Submitted,
M. Woods-Cadiz

B. NOTICES

None

Coversheet

Outfront Billboard Ad Agreement

Section: V. Action Items
Item: A. Outfront Billboard Ad Agreement
Purpose: Vote
Submitted by:
Related Material: Outfront Billboard Agreement.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Suzen Chu
Position/Title: Director of Market, Communications, and Recruitment
Department: Market, Communications, and Recruitment
Date of Submission (MM/DD/YYYY): 06/01/2023

Item Details

Title of Item: OUTFRONT BILLBOARD AD AGREEMENT
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:
First time to submit to finance committee

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): 06/19/2024

Financial Information (if applicable):

Total Cost: \$ 9,250.00
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: Marketing 2023-2024 Budget



ADVERTISER AGREEMENT

<p>OUTFRONTmedia 1695 Eastshore Hwy. Berkeley, CA 94710 510-527-3350 (510) 527-7041</p>	<p>CONTRACT NO.: 3887163 DATE: 05/29/24</p> <p>ADVERTISER: AIMS K-12 College Prep Charter District CLIENT SUPPLIES PRODUCTION: Yes</p> <p>BRAND: ACCOUNT EXECUTIVE: Kyle Henley (790)</p> <p>CAMPAIGN:</p> <p><i>Copy must meet Production specifications and be received 10 working days prior to each advertising period.</i> THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE</p>
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Advertiser Bill-To# 1166634
 AIMS K-12 College Prep
 171 12th Street
 Oakland, CA 94607
 510-893-8701
 Attn: Suzen Chu

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
SF Bay Area - Outdoor	Bulletin/Unit# 6074-1 1 580 & Grand Ave. % F/S	NA	14"x48'		1	06/24/24-07/21/24	1.00	4W	\$8,400.00

Customer Ref#	Net Space Total:	\$8,400.00
Special Instructions:	Net Non-Space Total:	\$850.00
	Net Agreement Total:	\$9,250.00

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ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____ PLEASE PRINT Suzen Chu DATE _____
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

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<p>Advertiser Bill-To# 1166634 AIMS K-12 College Prep 171 12th Street Oakland, CA 94607 510-893-8701 Attn: Suzen Chu</p>	<p>Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions.</p> <p>See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.</p>
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Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	*	Period Cost T=Tax Value B=Barter Value		Period Total
SF Bay Area - Outdoor Production Costs	Unit# 6074-1 1 580 & Grand Ave- % F/S	1	14'x48'		06/17/24	1.00	OT	\$850.00		\$850.00

<p>Ref. Space Contract# Customer Ref# Special Instructions:</p>	<p>Total Net Amount: \$850.00 Total Shipping Cost: \$0.00 Total Sales Tax: \$0.00 Net Non-Space Total: \$850.00</p>
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ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM



CONTRACT NO.: **3887163**

DATE: 05/29/24

ADVERTISER: AIMS K-12 College Prep Charter District

ACCOUNT EXECUTIVE: Kyle Henley (790)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

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 171 12th Street
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 510-893-8701
 Attn: Suzen Chu

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
SF Bay Area - Outdoor	Bulletin/Unit# 6074-1 I 580 & Grand Ave- % F/S	NA	14'x48'	06/07/24	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley, CA 94710 (510) 527-3350 Attn Outdoor Operations		

1. **Scope of the Contract.** The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. **Delivery of Copy.** At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. **Copy Approval and Responsibility for Content.** The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. **Publicity for Certain Copy.** If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. **Inspection of Displays.** Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. **Maintenance and Damage.** Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. **Inability to Post Copy.** If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. **Illumination of Static Displays.** Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. **Invoicing and Payment.** Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions

OPEN

P.O. # 9713 Vendor OUTFRONT Media Bill to American Indian Model Schools Ship to American Indian Model Schools

Date 05/23/2024 Due date Terms Quote#

Requisitioner Shipping
 Suzen Chu

Line	Description	Quantity	U/M	Price	Tax	Amount
1	14' x 48' Bulletin on I-580 & Grand Ave for 4 Weeks Projected start date is Mid-June Name/Number: Enrollment Recruitment/Outreach	1		9250.00	Y	9,250.00
	Account	Group	Tag	Memo		
	5815 - Advertising & Marketing	Comm & Mktg Dept. (010-220)	0000 - General Fund	For promoting enrollment for K-12		

▲ Hide detail

Sub-total 9,250.00

Taxes (0.00%) 0.00

Total 9,250.00

Comments

This PO will be submitted to the next finance committee for approval.

Attachments

AIMS K-12 #6074.pdf (29.8 KB)

Image 5-22-24 at 3.26 PM.jpg (284 KB)

Advertising_Agreement_3887163_AIMS_K-12_Colle.pdf (459 KB)

Approvers

Suzen Chu (05/23/2024)

Katema Ballentine (pending)

Maya Woods-Cadiz

Coversheet

EC EmpowerED Psychological Services 2024-2025

Section: V. Action Items
Item: B. EC EmpowerED Psychological Services 2024-2025
Purpose: Vote
Submitted by:
Related Material: Microsoft Word - State SELPA 2024-25 Master Contract.docx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Deborah Woods
Position/Title: Director
Department: Special Education
Date of Submission (MM/DD/YYYY): June 26, 2024

Item Details

Title of Item: Psychological/Educational Evaluations:EmpowerEd Psychological Services
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:
Being presented for review

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY):07/01/2024

Financial Information (if applicable):

Total Cost: \$ 183,600
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other:AIMS CMO SpEd Budget

2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: AIMS K12 College Prep Charter District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

EmpowerEd Psychological Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

GENERAL PROVISIONS

MASTER CONTRACT

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, 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 EmpowerEd Psychological Services (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, 2024 to June 30, 2025 (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 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 (10th) 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and **shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.**

42. STATE MEAL MANDATE

When CONTRACTOR is a 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

The State Superintendent of Public Instruction (“Superintendent”), **through the delegated monitoring activities to the California Department of Education (CDE)**, 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services **specified on the ISA and** provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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.

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, in-person or virtually, 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 (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's

attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior

intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

EmpowerEd Psychological Services Inc
Nonpublic School/Agency

AIMS K12 College Prep Charter District
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Erin Crawford, President
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:

Erin Crawford, President
Name and Title
EmpowerEd Psychological Services Inc
Nonpublic School/Agency/Related Service Provider
1299 4th St, Suite 401
Address
San Rafael, CA 94901
City State Zip
415.505.1201
Phone Fax
empoweredpsychservices@gmail.com
Email

Deborah Woods, Director of Special Education
Name and Title
AIMS K12 College Prep Charter District
LEA
171 12th St
Address
Oakland, CA 94607
City State Zip
510.893.8701
Phone Fax
deborah.woods@aimsk12.org
Email

**Additional LEA Notification
 (Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email



EmpowerEd Psychological Services

EMPOWERING STUDENTS, SUPPORTING FAMILIES

Erin Crawford LEP #4341 2024-2025 Fee Schedule

Full Psychoeducational Evaluation **\$6,800**

Assessment includes Cognitive, Academic, Processing, Social/Emotional/Behavioral, and Adaptive (if appropriate) testing, classroom observation, record review, interviews, report, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Psychological Evaluation (*No academic assessment) **\$6,000**

Assessment includes Cognitive, Processing, Social/Emotional/Behavioral, and Adaptive (if appropriate) testing, classroom observation, record review, interviews, report, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Evaluation Report Writing (*No Testing) **\$2,000**

Assessment includes report writing, eligibility considerations, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Independent Educational Evaluation (IEE): **\$6,500**

Includes testing, report, and participation at 1 IEP meeting lasting up to 90 minutes.

Gifted and Talented Assessment **\$2,000**

Report includes full cognitive IQ assessment and participation on feedback session with family or IEP meeting lasting up to 1 hour.

Psychological and/or Intervention Services **\$250/hour**

Services include counseling, skill building, academic interventions, social-emotional interventions, etc.

Parent Consultation/Advocacy **\$250/hour**

Services include document review, parent consultation and advocacy. May include attendance at SST, 504, and/or IEP meetings.

EmpowerEd Psychological Services Inc
EIN# 93-2492251 NPI#1508628116
1299 4th Street, Suite 401 San Rafael, CA 94901
Phone: 415-488-6039
www.empowered-psych.com
erin@empowered-psych.com

Coversheet

AIMS 2024-2025 Adopted Budget

Section: V. Action Items
Item: C. AIMS 2024-2025 Adopted Budget
Purpose: Vote
Submitted by:
Related Material: AIMS 2024-2025 Adopted Budget - Cover Letter.pdf
AIMS K-12 2024_25 Executive Summary.pdf
AIMS Elementary 2425 June budget report.pdf
AIMS Middle 2425 June budget report.pdf
AIMS High 2425 June Budget.xlsx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Katema Ballentine
Position/Title: CBO
Department: Business Operations
Date of Submission (MM/DD/YYYY): 06/17/2024

Item Details

Title of Item: AIMS 2024-2025 Adopted Budget
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance Committee
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY):06/17/2024

Financial Information (if applicable):

Total Cost: \$ 23,988,533.00
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other:_____



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
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www.AIMSK12.org

AIMS K-12 COLLEGE PREP 2024-2025 Adoption Budget Executive Summary

AIMS K-12 College Prep, formerly known as, American Indian Model Schools, is a Charter District comprised of 3 schools. AIMS College Prep Middle School was initially established in 1996, celebrating its’ 25th Anniversary in June 2022. The AIMS K-12 College Prep Charter District was formed in 2006 with the expansion of schools, adding AIMS College Prep High School and American Indian Public Charter II, (K-8). The Charter is located in the city of Oakland in Alameda County.

AIMS K-12 College Prep 2024-2025 projects enrollment of 1222 students in 3 schools; One K-8, One Middle School (6-8) and One High School. AIMS K-12 currently employs 4 part-time and 123 full-time staff to serve our students.

Governance

The Charters are governed by a volunteer Board of Directors. 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 Directors are supported by a several other committees such as the Governance, Finance, Facility and LCAP Advisory Committees’ that also meet monthly. Charter operations are led by Superintendent Maya Woods-Cadiz.

Enrollment

In accordance to the Charter Agreement with Oakland Unified School District, AIMS K12 has nearly reached its full enrollment capacity. AIMS College Prep Middle School is capped at 250 students, American Indian Public Charter II (AIPCS II) 675, and AIMS College Prep High School at 450. The report below reflects enrollment numbers, the Average Daily Attendance (ADA) number and the Average Daily Attendance (ADA) percentages used in projecting the budgets.

2023-2024 2nd INTERIM	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTAL
<i>Enrollment</i>	212	639	371	1222.00
<i>Average Daily Attendance</i>	96%	96%	96%	
<i>Average Daily Enrollment</i>	202.67	613.44	354.31	1170.42



AIMSK-12
COLLEGE PREP
CHARTER DISTRICT

AIMS K-12 College Prep Charter District

American Indian Public Charter School II (K-8) | AIMS College Prep Middle School
171 12th St | Oakland | CA 94607 | 171 12th St | Oakland | CA 94607

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

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

E middleschool@aimsk12.org
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2024-2025 ADOPTION	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTAL
Enrollment	210	641	371	1222.00
Average Daily Attendance	96%	96%	96%	
Average Daily Enrollment	201.8	615.4	355.42	1172.55

2024-2025 State Budget

The state’s tax revenues are dramatically lower than the state had assumed in its 23-24 State Budget. Due to this shortfall, K-12 education is only proposed to receive a very minor funding rate increase (COLA) of 1.07% for the 24-25 fiscal year. This COLA is proposed to apply to all major state revenue programs and is an overall win for K-12 given the tax revenue shortfall.

Budget

AIMS K-12 College Prep fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. AIMS K-12 2024-2025 Adoption Budget is projected as a \$23,988,533 a 2.23% decrease from the 2023-2024 2nd Interim. The projections were impacted by the 2024-2025 Governors’ May Revise projections and the closing out of federal COVID Relief funds.

REVENUES	AIMS K-12 COLLEGE PREP			
	23-24 2nd Interim	24-25 ADOPTION	Variance	%
TOTALS	\$ 24,534,794	\$ 23,988,533	\$ (546,261)	-2.23%

**LCFF: Local Control Funding Formula*

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
- Art and Music Block Grant

- Learning Recovery Block Grant
- Mental Health
- Prop 28 Music and Art



AIMS K-12 College Prep Charter District

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- Special Education Funding

Local Funds

- LOCAL FUNDS (Measure G1, Donations & Grants)
- Rental Income (Cell Tower on 12th Street)

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. *(SSO (Pandemic Support) annual plan expired June 30,2022)*
- Facilities Grant *(New application filed June 2024)**
- 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 *(Expired June 2024)*
- Expanded Learning Opportunity Plan -Para-professional *(Expired June 2024)*
- COVID response- In-Person Learning Grant *(Expired June 2024)*
- Extended Learning Opportunity Grant *(Expired June 2023)*
- Pre-K Grant (Planning) *(Revenue recognized in 21-22)*

**Not reflected in the 24-25 Adoption Budget*

Budget Benchmarks – Process timeline

- AIMS K-12 2024-2025 Budget Adoption: June 15,2024
- State’s 2024-2025 June Budget Adoption: June 30,2024
- 45 Day Budget Revision (not required): Mid-August
- Unaudited Actuals (2023-24 Closing): September 01,2024
- First Interim (Realignment based on July – Oct 31 Activity): December 1, 2024
- January Governors Release (Projections for 2025-2026): January 2025
- Second Interim (Realignment based on Nov 1, 2022– Jan 31, 2023)- March 1,2025
- Governors May Revise (Revision to Jan. Gov. Release): May 2025
- **2025-26 Budget Adoption – June 15, 2025**

Adoption Budget



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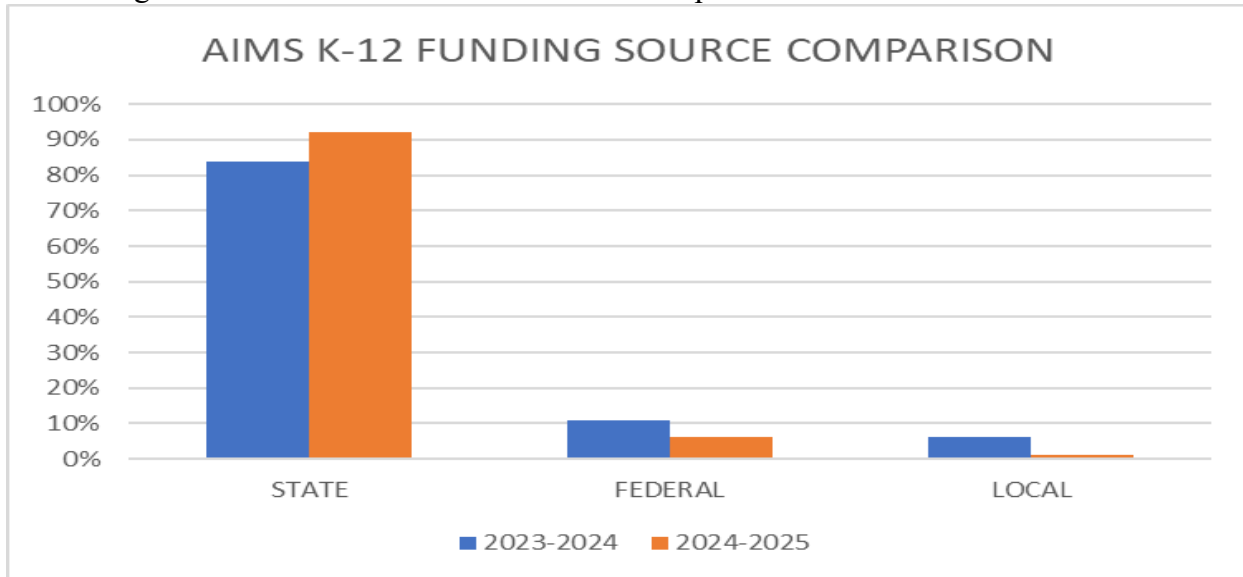
AIMS College Prep High School
746 Grand Ave | Oakland | CA 94610

E highschool@aimsk12.org
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F 510-519-5549

Adopted Budget is the plan of financial operation consisting of an estimate of proposed revenue and expenditures for the upcoming fiscal year. School district budgets are adopted based on estimates of State funding. Once the State adopts their budget, school district budgets are subsequently updated.

Revenues

AIMS K12 is primarily funded by State and Federal revenues. In past years AIMS receives 84% of its revenue from State resources, 11% from Federal Resources and 6% of revenues are based on grants and/or local revenues. With the expiration of the COVID support funds the demographics' have changed. State revenues now represent 92% of AIMS budget, Federal resources generate 6% and the local resources make up the final 1% of all revenues.



EXPIRED PROGRAMS

COVID RESPONSE FUNDING:

SSO Grant:

On September 17, 2020 AIMS K12 was approved to participate in the SSO Food program and will continue through the 2021-2022 fiscal year. This program was designed to ensure that students and families were provided with meals during the pandemic. The State funded program, reimburses full cost of meals AIMS K12 distributes to its students and surrounding community. The program differs from the NSLP program as it does not require the same level of record maintenance for reimbursement as this program tracks the meals distributed not the child it is distributed to. The language also allows AIMS to provide meals for any community member under the age of 18. The program allows for full reimbursement of cost.



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ESSER I: ESSER funding was initially outlined in the 2020-21 Governor’s budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor’s ESSER budget for schools. ESSER funds are available for expensing until 9/30/2022. These funds are meant to assist schools in preparing for distance or hybrid learning. AIMS approved the application for the ESSER funds during the August 18, 2020 Board Meeting. The total State budget is 1.65B of which AIMS K12 received \$304,843 in 2020-2021. These funds will be completely expended in the 2021-2022 school year.

ESSER II: California Department of Education has released the new allocations for the second round of ESSER funds in which AIMS K12 has received an additional \$1,260,266. The funds are available for use beginning 2020-2021 through the 2021-2022 school year. AIMS began to expense in the 2020-2021 fiscal year and the remaining funds are allocated in the current fiscal year. These funds will be fully expended by June 30, 2022.

IN-PERSON INSTRUCTION

The In-Person Instruction grant provides funding to county offices of education (COE), school districts, charter schools and state special schools to assist with offering in-person instruction to the greatest extent possible during the 2020-21 school year; and to expand in-person instructional time and provide academic interventions and pupil supports to address barriers to learning, and accelerate progress to close learning gaps. The In-Person Instruction grant is allowable for use in the 2021-22 and will be fully expended by year end.

PRE-K GRANT (Planning Year)

The California Pre-Kindergarten Planning and Implementation Grant Program was established as a state initiative with the goal of expanding access to classroom-based prekindergarten program at LEAs and planning for the increased number of teachers needed to fully implement Universal Prekindergarten. American Indian Public Charter II (AIPCS II) was the only school within AIMS K-12 District to qualify for the funding. Funding was received in 2021-2022.

ROBERTO FAMILY TRUST DONATION

In 2012 American Indian Public Charter (AIMS MIDDLE) and American Indian Public High School (AIMS HIGH) were named in the Roberto Family Trust each school was granted \$127,964. AIMS K-12 Board of trustees recognized these funds during 2020-2021 1st Interim. As of 2021-2022 1st Interim, the final paperwork for the release of funds have been submitted and anticipate receipt by the 2nd Interim.

EXTENDED LEARNING OPPORTUNITY GRANT (ELO)

The Extended Learning Opportunity Grant provides funding charter schools to assist with implementing a recovery program, that at a minimum provides supplemental instruction and emotional well-being. ELO Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. An additional requirement of the use



AIMS K-12 College Prep Charter District

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EXTENDED LEARNING OPPORTUNITY GRANT (ELO) cont...

of funds, is to allocate 10% of the LCFF portion of the grant to hire/rehire paraprofessionals to provide supplemental education. AIMS K-12 ELO Grant Plans were presented and approved by the Board of Trustees in May 2021 and submitted to the State and OUSD prior to the June 1, 2021 deadline. The ELO grant is allowable for use in the 2021-22 and will be fully expended by year end. These funds change distribution methods to federal reimbursement in 2021-2022, revenue is still available for reimbursement.

NEW PROGRAMS

ART & MUSIC INSTRUCTIONAL GRANT:

Funding for local educational agencies to obtain standards-aligned professional development and instructional materials in specified areas, improve school culture, develop diverse and culturally relevant book collections, and other specified uses.

LEARNING OPPORTUNITY BLOCK GRANT

The Learning Recovery Emergency Block Grant funds may be used to establish learning recovery initiatives through the 2027–28 school year that, at a minimum, support academic learning recovery and staff and pupil social and emotional well-being. Funds shall only be expended for any of the following purposes pursuant to *EC* Section 32526(c)(2):

- A. Instructional learning time for the 2022–23 through 2027–28 school years by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs.
- B. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports
- C. Integrating pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- D. Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils’ college eligibility.
- E. Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.



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CONTINUED PROGRAMS

ESSER III: FINAL SPENDING SEPTEMBER 30,2024.

California Department of Education has released the new allocations for the third round of ESSER funds in which AIMS K12 has received an additional \$2,856,649. The funds are available for use beginning 2021-2022 through the 2023-2024 school year. AIMS has allocated these funds for the duration of the program, allocating 20% in 2021-22 and the remaining balance split between the 22-23 and the 23-24 fiscal years.

EXPANDED LEARNING OPPORTUNITY PROGRAM (ELOP)

The intent of the Expanded Learning Opportunities (ELO) Program is to supplement and not supplant services provided under existing ASES and 21st CCLC Elementary/Middle School programs. However, there is shared understanding that LEAs will need to build capacity this first operational year. In addition, ASES, 21st CCLC Elementary/Middle School, and the ELO Program should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance.

The funding was provided during the 2021-2022 fiscal year; the midyear allocation disbursement has eased the plan requirements for the mandates of funding. The Board Approved plan for the use of funding is not due to the state until June 2022. Funding was received in 2021-2022.

EDUCATOR EFFECTIVENESS BLOCK GRANT

Educator Effectiveness funds may be used to support the professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff. Coaching and mentoring of staff. Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science. Practices and strategies that reengage pupils and lead to accelerated learning. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being. Practices to create a positive school climate. Strategies to improve inclusive practices. Instruction and education to support implementing effective language acquisition programs for English learners. Funding was received in 2021-2022.



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Revenues

REVENUES	AIMS K-12 COLLEGE PREP			
	23-24 2nd Interim	24-25 ADOPTION	Variance	%
LCFF SOURCES	\$ 16,496,536	\$ 17,288,419	\$ 791,883	4.8%
FEDERAL REVENUES	\$ 2,693,902	\$ 1,648,812	\$ (1,045,090)	-39%
OTHER STATE REVENUES	\$ 5,068,783	\$ 4,814,143	\$ (254,640)	-5%
LOCAL REVENUES	\$ 275,573	\$ 237,159	\$ (38,414)	-13.9%
TOTALS	\$ 24,534,794	\$ 23,988,533	\$ (546,261)	-2.23%

LCFF SOURCES:

2024-25 Adoption Budget: Increases to LCFF based on May Revise

FEDERAL REVENUES:

2024-25 Adoption Budget: Removal of expired funding

OTHER STATE REVENUES:

2024-25 Adoption Budget: Removal of expired funding

LOCAL REVENUES:

2024-25 Adoption Budget: Reduction in Measure G1 allocation in the Middle School Division
 2024-2025 FCMAT Adoption Budget calculator was used to for the projection for the Adopted Budget. Below highlight the changes in summary and per school:

REVENUES	AIMS MIDDLE			
	23-24 2nd Interim	24-25 ADOPTION	Variance	%
LCFF SOURCES	\$ 2,553,149	\$ 2,773,959	\$ 220,810	8.65%
FEDERAL REVENUES	\$ 434,991	\$ 215,405	\$ (219,586)	-50.48%
OTHER STATE REVENUES	\$ 884,066	\$ 801,904	\$ (82,162)	-9.29%
LOCAL REVENUES	\$ 102,933	\$ 80,859	\$ (22,074)	-21.45%
TOTALS	\$ 3,975,139	\$ 3,872,127	\$ (103,012)	



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LCFF SOURCES:

2024-25 Adoption Budget: Increases to LCFF based on May Revise

FEDERAL REVENUES:

2024-25 Adoption Budget: Removal of expired funding

OTHER STATE REVENUES:

2024-25 Adoption Budget: Removal of expired funding

LOCAL REVENUES:

2024-25 Adoption Budget: Reduction in Measure G1 allocation in the Middle School Division

REVENUES	AIPCS II/ AIMS ELEMENTARY			
	23-24 2nd Interim	24-25 ADOPTION	Variance	%
LCFF SOURCES	\$ 8,308,660	\$ 8,658,604	\$ 349,944	4.21%
FEDERAL REVENUES	\$ 1,972,102	\$ 1,080,996	\$ (891,106)	-45.19%
OTHER STATE REVENUES	\$ 2,729,197	\$ 2,854,281	\$ 125,084	4.58%
LOCAL REVENUES	\$ 167,378	\$ 153,197	\$ (14,181)	-8.47%
TOTALS	\$ 13,177,337	\$ 12,747,078	\$ (430,259.00)	

LCFF SOURCES:

2023-24 Adoption Budget: Increases to LCFF based on May Revise

FEDERAL REVENUES:

2023-24 Adoption Budget: Removal of expired funding

OTHER STATE REVENUES:

2023-24 Adoption Budget: Recognition of Learning Opportunity Block Grant

LOCAL REVENUES:

2023-24 Adoption Budget: Reduction in Measure G1 allocation in the Middle School Division



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REVENUES	AIMS HIGH SCHOOL			
	23-24 2nd Interim	24-25 ADOPTION	Variance	%
LCFF SOURCES	\$ 5,634,727	\$ 5,855,856	\$ 221,129	3.92%
FEDERAL REVENUES	\$ 286,809	\$ 352,411	\$ 65,602	22.87%
OTHER STATE REVENUES	\$ 1,455,520	\$ 1,157,958	\$ (297,562)	-20.44%
LOCAL REVENUES	\$ 5,262	\$ 3,103	\$ (2,159)	-41.03%
TOTALS	\$ 7,382,318	\$ 7,369,328	\$ (12,990)	

LCFF SOURCES:

2024-25 Adoption Budget: Increases to LCFF based on May Revise

FEDERAL REVENUES:

2024-25 Adoption Budget: Adjusted Federal calculation

OTHER STATE REVENUES:

2024-25 Adoption Budget: Removal of expired funding

LOCAL REVENUES:

2024-25 Adoption Budget: Adjustment to projected revenues

Expenses

AIMS K-12 College Prep 2024-25 Adoption Budget reflects a 48% investment in Personnel expenses and 52% allocated to the operations of the organization. This investment composition increased by 2% in personnel allocation due to the restricting of Janitorial to in-house services as well as the allocation of ELOP Before and After school funding to additional personnel. The increased cost of facility operations, substitute services, insurance rates as well as other maintenance and cleaning factors continue to plague the District. The total expenses for the 2024-2025 AIMS K-12 college Prep District are projected at \$23,041,319.



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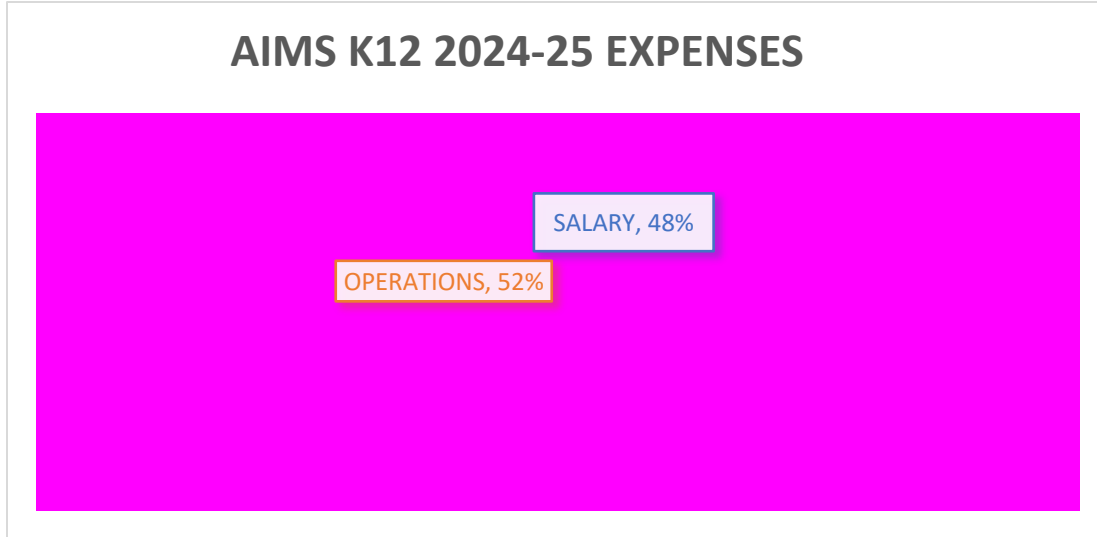
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Expense Allocation for each school is reflected below. Any changes to budget allocation are outlined as well.

EXPENSE CLASSIFICATIONS		AIMS K-12 COLLEGE PREP			NOTES
		23-24 2nd Interim	24-25 ADOPTION	Variance	
1000	Certificated Salaries	\$ 6,647,615	\$ 6,531,981	\$ (115,634)	<i>Realignment of program for 24-25</i>
2000	Classified Salaries	\$ 1,793,091	\$ 2,452,876	\$ 659,785	<i>Realignment of program for 24-25</i>
3000	Benefits	\$ 1,891,787	\$ 2,263,930	\$ 372,143	<i>Realignment of program for 24-25</i>
4000	Books and Supplies	\$ 1,712,451	\$ 2,325,532	\$ 613,081	<i>Realignment of program for 24-25</i>
5000	Services and Other Operating Expenses	\$ 9,205,690	\$ 9,024,250	\$ (181,440)	<i>Realignment of program for 24-25</i>
6000	Capital Outlay	\$ 328,351	\$ 328,351	\$ -	
7000	Other Outgoing	\$ 1,967,007	\$ 467,006	\$ (1,500,001)	<i>Obligation to OUSD SELPA met in 2024-25</i>
Total Expenses		\$ 23,545,992	\$ 23,393,926	\$ (152,066)	



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EXPENSE CLASSIFICATIONS		AIMS MIDDLE			
		23-24 2nd Interim	24-25 ADOPTION	Variance	COMMENTS
1000	Certificated Salaries	\$ 1,061,377	\$ 1,092,468	\$ 31,091.00	Realignment of program for 24-25
2000	Classified Salaries	\$ 280,790	\$ 321,212	\$ 40,422.00	Realignment of program for 24-25
3000	Benefits	\$ 405,829	\$ 266,456	\$ (139,373.00)	Realignment of program for 24-25
4000	Books and Supplies	\$ 197,250	\$ 298,477	\$ 101,227.00	Realignment of program for 24-25
5000	Services and Other Operating Expenses	\$ 1,525,012	\$ 1,684,819	\$ 159,807.00	Realignment of program for 24-25
6000	Capital Outlay	\$ 55,267	\$ 55,267	\$ -	
7000	Other Outgoing	\$ 370,290	\$ 121,278	\$ (249,012.00)	Obligation to OUSD SELPA met in 2024-25
Total Expenses		\$ 3,895,815	\$ 3,839,977	\$ (55,838.00)	
EXPENSE CLASSIFICATIONS		AIPCS II			
		23-24 2nd Interim	24-25 ADOPTION	Variance	COMMENTS
1000	Certificated Salaries	\$ 3,833,531	\$ 3,760,435	\$ (73,096)	Realignment of program for 24-25
2000	Classified Salaries	\$ 792,351	\$ 1,142,301	\$ 349,950	Realignment of program for 24-25
3000	Benefits	\$ 785,300	\$ 1,248,178	\$ 462,878	Realignment of program for 24-25
4000	Books and Supplies	\$ 852,914	\$ 1,153,466	\$ 300,552	Realignment of program for 24-25
5000	Services and Other Operating Expenses	\$ 4,938,737	\$ 4,535,891	\$ (402,846)	Realignment of program for 24-25
6000	Capital Outlay	\$ 162,550	\$ 162,550	\$ -	
7000	Other Outgoing	\$ 1,092,764	\$ 345,728	\$ (747,036)	Obligation to OUSD SELPA met in 2024-25
Total Expenses		\$ 12,458,147	\$ 12,348,549	\$ (109,598)	
EXPENSE CLASSIFICATIONS		AIMS HIGH			
		23-24 2nd Interim	24-25 ADOPTION	Variance	COMMENTS
1000	Certificated Salaries	\$ 1,752,707	\$ 1,679,078	\$ (73,629)	Realignment of program for 24-25
2000	Classified Salaries	\$ 719,950	\$ 989,363	\$ 269,413	Realignment of program for 24-25
3000	Benefits	\$ 700,658	\$ 749,296	\$ 48,638	Realignment of program for 24-25
4000	Books and Supplies	\$ 662,287	\$ 873,589	\$ 211,302	Realignment of program for 24-25
5000	Services and Other Operating Expenses	\$ 2,741,941	\$ 2,803,540	\$ 61,599	Realignment of program for 24-25
6000	Capital Outlay	\$ 110,534	\$ 110,534	\$ -	
7000	Other Outgoing	\$ 503,953	\$ -	\$ (503,953)	Obligation to OUSD SELPA met in 2024-25
Total Expenses		\$ 7,192,030	\$ 7,205,400	\$ 13,370	



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Salaries & Benefits

Salary compensation represents 48% of expenses across all AIMS K-12 College Prep Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 23% across all schools. This can vary greatly due to two primary factors: Health and Welfare benefits and PERS. AIMS K-12 covers the employee portion of all AIMS employer-based Health and Welfare options that the employee participates in. 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.

AIMS MIDDLE

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

AIPCS II

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

AIPCS	51%
<u>AIPCS II</u>	<u>49%</u>
	100%

Books and Supplies

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

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.

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.

Capital Outlay



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Capital Outlay records expenditures for land, buildings, books, and equipment, including leases with option to purchase. In accordance with the State guidelines for school finance, to capitalize an expense in the individual item must cost \$5000 or more.

Other Outgo

Other Outgo captures interest, debt service and transfers (payments) to other LEAs (Authorizer).

Summary

For the 2024-2025 Adoption Budget, AIMS K-12 College Prep has projected \$23,988,533 in revenue and \$23,393,926 in expenses. This provides a \$594,607 surplus and represents a 3% contribution to be added to the Ending Fund Balance. Bringing the total Ending Fund Balance \$14,250,450, providing approximately 134.01 days of operation. The composition of those funds are as follows:



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REVENUES		AIMS K-12 COLLEGE PREP	
		24-25 ADOPTION	
	LCFF SOURCES	\$	17,288,419
	FEDERAL REVENUES	\$	1,648,812
	OTHER STATE REVENUES	\$	4,814,143
	LOCAL REVENUES	\$	237,159
	TOTALS	\$	23,988,533
EXPENSE CLASSIFICATIONS		24-25 ADOPTION	
1000	Certificated Salaries	\$	6,531,981
2000	Classified Salaries	\$	2,452,876
3000	Benefits	\$	2,263,930
4000	Books and Supplies	\$	2,325,532
5000	Services and Other Operating	\$	9,024,250
6000	Capital Outlay	\$	328,351
7000	Other Outgoing	\$	467,006
Total Expenses		\$	23,393,926
	Surplus/Deficit	\$	594,607
As a % of LCFF Revenue			3%
Beginning Fund Balance		\$	13,655,843
Ending Fund Balance		\$	14,250,450
As a % of Expenditures			61%
Daily expenditure rate (Total Expenses/220 days)		\$	106,336.03
Days of Operation			134.01

Cash Flow Statement



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As of Adoption presentation the Month of June has not been closed. The following reflects the MAY 2024 (the last month closes as of June 15,2024). As of May 31, 2024, AIMS K-12 College Prep maintained \$15,764,386.34 in cash

American Indian Statement of Cash Flows - Indirect Method

Reporting Book:
As of Date:
Location:

ACCRUAL
05/31/2024
American Indian Model Schools-AIM

	Month Ending 07/31/2023 <small>Actual</small>	Month Ending 05/31/2024 <small>Actual</small>
Increase (Decrease) in Cash		
Cash flows from operating activities		
Net Increase/(Decrease) in Net Assets	(1,067,428.38)	78,940.99
Accounts Receivable	4,258,164.31	(777.48)
Accounts Payable	371,084.59	(222,113.22)
Other Short Term Liabilities	(587.16)	2,849.81
Accrued Liabilities	(532,274.82)	(309,770.92)
Other Assets	(138,015.47)	0.00
Cash flows from operating activities	<u>2,890,943.07</u>	<u>(450,870.82)</u>
Cash flows from investing activities	<u>9,918.56</u>	<u>0.00</u>
Cash flows from financing activities	<u>(24,051.27)</u>	<u>(19,697.00)</u>
Total Increase (Decrease) in Cash	<u>2,876,810.36</u>	<u>(470,567.82)</u>
Cash, Beginning Period	<u>12,438,106.52</u>	<u>16,234,954.16</u>
Cash, End of Period	<u>15,337,808.88</u>	<u>15,764,386.34</u>

Multi Year Reports AIMS MIDDLE



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SACS Obj	Code Description	2024-25	2025-26	2026-27
	State	3,643,283	3,312,850	3,415,003
	Federal	215,405	218,590	222,222
	Local	80,859	80,863	80,868
Total Revenue		\$ 3,939,547	\$ 3,612,303	\$ 3,718,093
1000	Certificated Salaries	1,092,468	1,116,873	1,105,485
2000	Classified Salaries	321,212	341,316	319,071
3000	Benefits	266,456	271,854	276,514
4000	Books and Supplies	298,477	218,172	224,150
5000	Services and Other Operating Expenses	1,684,819	1,319,368	1,505,518
6000	Capital Outlay	55,267	58,212	59,807
7000	Other Outgoing	121,278	127,741	131,241
Total Expenses		\$ 3,839,978	\$ 3,453,535	\$ 3,621,786
Deficit		\$ 99,570	\$ 158,768	\$ 96,307
As a % of expenses		3%	5%	3%
Fund Balance		2,361,943	2,461,513	\$ 2,620,281
Unfunded Balance		\$ 2,461,513	\$ 2,620,281	\$ 2,716,587
As a % of Expenditures		64%	76%	75%



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

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

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

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

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

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AMERICAN INDIAN CHARTER SCHOOL (AIPCS II)				
SAC#	Code Description	2024-25	2025-26	2026-27
Revenue				
	State	11,512,886	11,431,399	11,304,256
	Federal	1,080,996	724,310	746,649
	Local	153,197	154,912	156,868
	Total Revenue	\$ 12,747,079	\$ 12,310,622	\$ 12,207,772
Expenses				
1000	Certificated Salaries	3,760,435	3,805,326	3,147,928
2000	Classified Salaries	1,142,301	894,550	863,730
3000	Benefits	1,248,178	1,285,623	1,342,152
4000	Books and Supplies	1,153,466	1,059,882	1,309,882
5000	Services and Other Operat	4,535,891	4,353,996	4,566,339
6000	Capital Outlay	162,550	167,426	172,449
7000	Other Outgoing	345,728	345,728	345,728
	Total Expenses	\$ 12,348,549	\$ 11,912,532	\$ 11,748,208
	Surplus / (Deficit)	\$ 398,530	\$ 398,090	\$ 459,564
	As a % of expenses	3%	3%	4%
	Beginning Fund Balance	\$ 7,626,275	\$ 8,024,805	\$ 8,422,895
	Ending Fund Balance	\$ 8,024,805	\$ 8,422,895	\$ 8,882,459
	As a % of Expenditures	65%	71%	76%



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AIMS COLLEGE PREP HIGH SCHOOL				
Budget Summary				
SAC Code Description		2024-25	2025-26	2026-27
Revenue				
	LCFF	5,855,856	5,982,848	6,167,116
	Federal	352,411	292,526	297,464
	Other State Revenue	1,157,958	662,354	590,662
	Local	3,103	3,191	3,290
Total Revenue		\$ 7,369,328	\$ 6,940,918	\$ 7,058,532
Expenses				
1000	Certificated Salaries	1,679,078	1,630,657	1,627,403
2000	Classified Salaries	989,363	814,759	883,784
3000	Benefits	749,296	676,106	679,009
4000	Books and Supplies	873,589	555,375	572,036
5000	Services and Other Operating Expenses	2,803,540	2,802,403	2,886,475
6000	Capital Outlay	110,534	113,850	117,265
7000	Other Outgoing	-	-	-
Total Expenses		\$ 7,205,400	\$ 6,593,148	\$ 6,765,972
Surplus / (Deficit)		\$ 163,928	\$ 347,771	\$ 292,561
As a % of LCFF revenue		3%	6%	5%
Beginning Fund Balance		\$ 3,667,625	\$ 3,831,553	\$ 4,179,324
Ending Fund Balance		\$ 3,831,553	\$ 4,179,324	\$ 4,471,885
As a % of Expenditures		53%	63%	66%



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**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: American Indian Public Charter
 (name continued) School II
 CDS #: 01-61259-0114363
 Charter Approving Entity: Oakland Unified School District
 County: Alameda
 Charter #: 0882
 Fiscal Year: 2024-25

To the entity that approved the charter school:
 (x) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: 06/17/24
 Charter School Official
 (Original signature required)

Print Name: Maya Woods-Cadiz Title: Superintendent

To the County Superintendent of Schools:
 (x) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 Authorized Representative of
 Charter Approving Entity
 (Original signature required)

Print Name: Minh Co Title: Accounting Manager

For additional information on the BUDGET, please contact:

For Approving Entity:
Minh Co
 Name
Accounting Manager
 Title
510-879-1977
 Telephone
minh.co@ousd.org
 E-mail address

For Charter School:
Katema Ballentine
 Name
CBO
 Title
510-893-8701 x17
 Telephone
katema.ballentine@aimschools.org
 E-mail address

() 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 ACOE District Advisor

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: AIMS College Prep Middle
 (name continued)
 CDS #: 01-61259-6113807
 Charter Approving Entity: Oakland Unified School District
 County: Alameda
 Charter #: 0106
 Fiscal Year: 2024-25

To the entity that approved the charter school:

(x) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: 06/17/24
 Charter School Official
 (Original signature required)

Print Name: Maya Woods-Cadiz Title: Superintendent

To the County Superintendent of Schools:

(x) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 Authorized Representative of
 Charter Approving Entity
 (Original signature required)

Print Name: Minh Co Title: Accounting Manager

For additional information on the BUDGET, please contact:

<p><u>For Approving Entity:</u></p> <p><u>Minh Co</u> Name</p> <p><u>Accounting Manager</u> Title</p> <p><u>510-879-1977</u> Telephone</p> <p><u>minh.co@ousd.org</u> E-mail address</p>	<p><u>For Charter School:</u></p> <p><u>Katema Ballentine</u> Name</p> <p><u>CBO</u> Title</p> <p><u>510-893-8701 x17</u> Telephone</p> <p><u>katema.ballentine@aimschools.org</u> E-mail address</p>
--	---

() 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 ACOE District Advisor

AIMS COLLEGE PREP HIGH SCHOOL Budget Summary

SAC Code Description	2024-25	2025-26	2026-27
Revenue			
LCFF	5,855,856	5,982,848	6,167,116
Federal	352,411	292,526	297,464
Other State Revenue	1,157,958	662,354	590,662
Local	3,103	3,191	3,290
Total Revenue	\$ 7,369,328	\$ 6,940,918	\$ 7,058,532
Expenses			
1000 Certificated Salaries	1,679,078	1,630,657	1,627,403
2000 Classified Salaries	989,363	814,759	883,784
3000 Benefits	749,296	676,106	679,009
4000 Books and Supplies	873,589	555,375	572,036
5000 Services and Other Operating Expenses	2,803,540	2,802,403	2,886,475
6000 Capital Outlay	110,534	113,850	117,265
7000 Other Outgoing	-	-	-
Total Expenses	\$ 7,205,400	\$ 6,593,148	\$ 6,765,972
Surplus / (Deficit)	\$ 163,928	\$ 347,771	\$ 292,561
As a % of LCFF revenue	3%	6%	5%
Beginning Fund Balance	\$ 3,667,625	\$ 3,831,553	\$ 4,179,324
Ending Fund Balance	\$ 3,831,553	\$ 4,179,324	\$ 4,471,885
As a % of Expenditures	53%	63%	66%

Coversheet

2024-25 Education Protection Account Resolution

Section: V. Action Items
Item: D. 2024-25 Education Protection Account Resolution
Purpose: Vote
Submitted by:
Related Material: 2024-25 EPA Resolution - Cover Letter.pdf
2024_25 EPA Resolutions.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Katema Ballentine
Position/Title: CBO
Department: Business Operations
Date of Submission (MM/DD/YYYY): 06/17/2024

Item Details

Title of Item: AIMS 2024-2025 EPA Resolution
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance Committee
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): 07/01/2024

Financial Information (if applicable):

Total Cost: \$ 4,281,767
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



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F 510-519-5549

AIMS K-12 College Prep School Board Resolution

2024-2025 AIMS K-12 MIDDLE Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2024-2025 in the estimated amount of \$712,934 will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 26th of June, 2024

Director Christopher Edington President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley Lang, AIMS School Board

Jumoke Hinton Cook, AIMS School Board



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AIMS K-12 College Prep School Board Resolution

2024-2025 AIPCS II Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2024-2025 in the estimated amount of \$2,120,304 will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 26th of June, 2024

Director Christopher Edington President, AIMS School Board

Vacant, Secretary, AIMS School Board

Vacant, Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley, AIMS School Board

Director Jumoke Hinton, AIMS School Board



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AIMS K-12 College Prep School Board Resolution

2024-2025 AIMD K-12 HIGH SCHOOL Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2024-2025 in the estimated amount of \$1,448,529 will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 26th of June, 2024

Director Christopher Edington President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley, AIMS School Board

Director Jumoke Hinton, AIMS School Board

Coversheet

Protected Prayer Resolution

Section: V. Action Items
Item: E. Protected Prayer Resolution
Purpose: Vote
Submitted by:
Related Material: Protected Prayer Resolution - Cover Letter.pdf
Protected Prayer Resolutions 24_25.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Katema Ballentine
Position/Title: CBO
Department: Business Operations
Date of Submission (MM/DD/YYYY): 06/17/2024

Item Details

Title of Item: AIMS 2024-2025 Protected Prayer Resolution
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance Committee
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): 07/01/2024

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



AIMS K-12 College Prep Charter District

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AIMS School Board Resolution

2024-2025 Protected Prayer Resolution for AIMS K-12 MIDDLE

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIMS K-12 MIDDLE LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 26th of June, 2024

Director Christopher Edington President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley, AIMS School Board

Director Jumoke Hinton, AIMS School Board



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T 510-220-5044
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AIMS School Board Resolution

2024-2025 Protected Prayer Resolution for AIPCS II

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPCSII LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 26th of June, 26th 2024

Director Christopher Edington President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley, AIMS School Board

Director Jumoke Hinton, AIMS School Board



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F 510-519-5549

AIMS School Board Resolution

2024-2025 Protected Prayer Resolution for AIMS K-12 HIGH SCHOOL

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIMS K-12 HIGH LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 15th of June, 26th 2024

Director Christopher Edington President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dr. Jamie Colley, AIMS School Board

Director Jumoke Hinton, AIMS School Board



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AIMS K-12 College Prep Charter District

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Coversheet

Air Reading Tutoring Services Agreement

Section: V. Action Items
Item: F. Air Reading Tutoring Services Agreement
Purpose: Vote
Submitted by:
Related Material: Air Reading Cover Letter (1).pdf
Air Education Services Agreement - AIMS.docx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Air Reading Tutoring Program

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$101,800 for AIPCS II and \$724,200 for AIPCS I

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: ELOP



TUTORING SERVICES AGREEMENT

This Tutoring Services Agreement is entered into as of June 1, 2024 (the "Effective Date") between Air Education Inc. d/b/a Air Reading, a Delaware corporation with a place of business at 220 Cupertino Way, San Mateo, California 94403 ("Air Reading"), and the educational organization identified below ("Customer"). The "Agreement" means this Tutoring Services Agreement and the related Quote.

1. Overview.

Air Reading provides a synchronous virtual tutoring program that makes high-quality early literacy instruction accessible to students anywhere. Air Reading provides online tutoring classes and also provides the Customer and its students access to its proprietary, cloud-hosted technology platform. This platform allows the Customer to track each Student's class engagement and instructional pathway and allows Students to receive assessments and targeted instructions based on their individual needs.

2. Access to the Platform; Support Services; Implementation Services.

(a) Access; Availability. Subject to the terms and conditions of the Agreement, and for the duration of the period set forth in the Quote, Air Reading hereby grants Customer a limited, non-exclusive, non-transferable right to, and to permit its Students to, access and use the Platform and Documentation, solely for Customer's internal business purposes. The Quote may identify a maximum number of Students per Session, and will identify the number of Sessions purchased. Customer will use the Platform and Documentation only in accordance with the Agreement.

(b) Account. Air Reading will create an account for Customer to allow Customer to access the Platform ("**Account**") and download, access, and review certain Air Reading Content. Customer will provide Air Reading with a list of names and email addresses of Customer employees ("**Admin Users**"), and Air Reading will provide reports via email during the Term to the Admin Users, with information regarding the engagement and the instructional pathway of each Student (each, a "**Report**").

(c) Sessions. Under the class plan described in the Quote, Students may take part in a scheduled series of Sessions using Air Reading's curriculum ("**Course Service**") facilitated by Air Reading's expert tutors ("**Tutors**"). All Sessions shall be recorded. Customer agrees and consents to the Sessions being recorded. Air Reading values Customer's and Students' privacy, and the video recordings are used only for Air Reading's limited internal purposes, to improve the Services and for the safety and security of the Services. By using the Services, Customer consents to Session recordings being held and used for the limited purposes set forth above and in accordance with Air Reading's Privacy Policy.

(d) Support Services. Air Reading will provide Customer, at no additional charge, with technical and informational support services for the Platform on the same basis as it provides such services to similarly situated customers ("**Support Services**").



- (e) Implementation Services. Promptly following the Effective Date, Air Reading will provide implementation services to Customer to onboard Admin Users and Students to the Platform. In addition, Air Reading will assist Customer with incorporating the Air Reading application to the Customer's student-facing system (i.e. Classlink, Clever, Google Classroom).
- (f) Changes to the Platform. Air Reading continually strives to improve its products and services and reserves the right to improve or modify the Platform in any manner and at any time, including during the Term, at Air Reading's sole discretion; provided however that such improvements and modifications will not materially reduce the functionality of the Platform.
- (g) Compliance with Laws. Air Reading, in its provision of the Services, shall comply with all applicable laws.
- (h) Insurance. Air Reading shall maintain in force adequate industry standard insurance, including commercial liability insurance and workers' compensation insurance. Upon Customer's request, Air Reading shall promptly provide certificates of insurance.

3. Security.

Air Reading will maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. These safeguards will include, but will not be limited to, industry standard measures for preventing access, use, modification or disclosure of Customer Data by Air Reading personnel except: (a) to provide the Services, (b) as compelled by law in accordance with Section 8 below, or (c) as Customer expressly permits in writing. Air Reading will process Student personal information in accordance with Air Reading's privacy policy (located at <https://airreading.com/privacy-policy>). Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and promptly notify Air Reading of any unauthorized access or use. Customer is responsible for its Admin Users' compliance with the Agreement.

4. Fees. Customer agrees to pay the fees to Air Reading as outlined in the Quote (the "Fees"). Air Reading will invoice Customer for the Fees in advance, and Customer agrees to pay all such invoices on the payment schedule listed on the Quote. Except as expressly provided in the Agreement, all payments are non-refundable and neither party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other party. The Fees are inclusive of taxes. Payments due to Air Reading under the Agreement must be made in U.S. dollars. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Air Reading may suspend the Services until all payments are made in full. Air Reading will give Customer at least 10 days prior notice before suspending the Services pursuant to this Section 4.

5. Term and Termination.

- (a) Term. The initial term of the Agreement (the "Initial Term") begins on the Effective Date and expires one year from the Effective Date. The parties may renew by mutual written agreement or by entering into a new Quote that references this Agreement.
- (b) Termination for Breach. Either party may terminate the Agreement and all Quotes upon notice if the other party materially breaches the Agreement, provided that: (a) such party gives 30 days' written notice to



the breaching party describing the manner in which the Agreement has been breached, and (b) the breach remains uncontested and uncured during such notice period. Notwithstanding the foregoing, Air Reading may suspend Customer's access to the Platform as described at Section 4.

(c) Effect of Termination. Upon any expiration or termination of the Agreement: (i) the limited licenses granted under the Agreement will terminate and (ii) each party will return or destroy all Confidential Information of the other party in its possession or control. In addition, Air Reading shall destroy all Customer Data within ninety (90) days of Customer's written request. Materials that are destroyed will be destroyed in a manner consistent with standard industry practices for data destruction, taking into consideration the nature of the data.

(d) Survival. Provisions of the Agreement that by their nature are intended to survive will continue to apply in accordance with their terms including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity obligations, limitations of liability and the general provisions of Section 13.

6. Intellectual Property and Licensing.

(a) Ownership and Reservation of Rights.

(i) Subject to the limited rights expressly granted under the Agreement, Air Reading and its licensors reserve and retain all of their right, title and interest in and to the Services, Air Reading Content, and De-Identified Data, including all of Air Reading's and its licensors' related intellectual property rights as well as all modifications and improvements thereto and derivative works therefrom. No rights are granted to Customer under the Agreement other than the limited licenses expressly set forth in the Agreement.

(ii) Subject to the limited rights expressly granted under the Agreement, Customer retains all right title and interest in and to the Customer Data, including all of Customer's related intellectual property rights as well as all modifications and improvements thereto and derivative works therefrom. No rights are granted to Air Reading under the Agreement other than the limited licenses expressly set forth in the Agreement.

(b) License to Access the Services. Air Reading grants Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable license during the Term to access the Platform for educational purposes only, in accordance with the Agreement.

(c) License to Customer Data. Customer grants Air Reading a non-transferable license during the Term to process the Customer Data solely for the purpose of providing the Services to Customer in accordance with the Agreement, and to derive De-Identified Data from Customer Data.

7. Customer Responsibilities.

(a) Consent. Customer must obtain consent from the parent or legal guardian of each Student to use the Services.

(b) Compliance with Laws. Customer, in its use of the Services, shall comply with all applicable laws.

(c) Restrictions. Customer shall not: (i) modify, create derivative works of or translate the Platform; (ii) sublicense the Platform to any third party; (iii) allow access to the Platform by any user other than Customer's



personnel, contractors and Students; (iv) use any of the Services provided by Air Reading for commercial purposes or any purposes other than provided in this Agreement; (v) interfere with or disrupt the Services including, but not limited to, knowingly transmitting any material that contains adware, malware spyware, or software viruses; (vi) reverse engineer, disassemble, decrypt, extract or otherwise reduce the software enabling the Platform to human-perceivable form (except to the extent the foregoing restriction is expressly prohibited by applicable law); (vii) infringe any of Air Reading's Intellectual Property Rights; or (viii) publish the results from any benchmark tests run on the Platform. Air Reading reserves the right to restrict, suspend or terminate an account or access to Services for breach of the foregoing restrictions or breach of applicable laws.

(d) Customer is responsible for providing the appropriate Internet access, equipment, software, and materials necessary for receiving the Services.

8. Confidential Information.

The party disclosing information under this Agreement is referred to as "**Discloser**," and the party receiving information as "**Recipient**". "**Confidential Information**" means information designated as such or that a reasonable person would assume is confidential, but does not include information that: (a) is now or subsequently becomes generally available without violation of this Agreement; (b) Recipient rightfully had in its possession prior to disclosure without an obligation of confidentiality; or (c) is independently developed by Recipient without the use of any Confidential Information. The Quote is the Confidential Information of Air Reading. Recipient must carefully restrict access to the Confidential Information to its employees, Sub-processors and professional advisors who clearly need such access to meet the obligations of this Agreement and who are bound in writing by obligations of confidentiality at least as restrictive as those in this Agreement. Except as provided in this Section, Recipient may not directly or indirectly disclose Confidential Information to any third party without Discloser's prior written consent. Recipient may disclose Confidential Information if required by law or legal proceeding only after providing Discloser with sufficient prior notice for Discloser to contest such requirement or to otherwise protect against its disclosure. Any improper disclosure or misappropriation of Confidential Information may cause Discloser irreparable harm, not compensable by monetary damages, and Discloser has the right hereunder to seek equitable relief in addition to any other available remedies.

9. Warranties; Disclaimers.

(a) Mutual Warranties. Each party represents and warrants to the other that it has the full right and power to enter into this Agreement, without any conflicts with any other agreement of the party.

(b) Air Reading Warranties. Air Reading represents and warrants to Customer that (i) the Platform will materially comply with the Documentation and (ii) each Tutor facilitating a Class has the requisite skill and experience to facilitate that Class. If Air Reading breaches a warranty in this subsection then, as Customer's sole and exclusive remedy, Air Reading shall use reasonable commercial efforts to correct the non-conformity or replace the non-conforming element of the Platform at Air Reading's sole expense.

(c) Disclaimers. AIR READING EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AIR READING MAKES NO OTHER WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CLASSES AND AIR READING CONTENT.



10. Indemnity.

(a) By Customer. Customer will defend Air Reading against any claim, proceeding, or suit ("Claim") (i) arising out of violation of Section 7(a) (Consent); or (ii) arising out of violation of Subsection 7(c) (Restrictions), and in each case, will indemnify and hold harmless Air Reading against any damages and costs awarded against Air Reading or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

(b) By Air Reading. Air Reading will defend Customer against any claim, proceeding, or suit ("Claim") (i) alleging that the Platform infringes, misappropriates or otherwise violates any third party's Intellectual Property Rights; or (ii) arising out of Air Reading's gross negligence or willful misconduct, and in each case, will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Air Reading (including reasonable attorneys' fees) resulting from such Claim.

(c) Procedure. The indemnified party will promptly notify the indemnifying party of the claim for which indemnity is being sought, and will reasonably cooperate with the indemnifying party in the defense and/or settlement thereof. The indemnifying party will have the sole right to conduct the defense of any claim for which the indemnifying party is responsible hereunder (provided that the indemnifying party may not settle any claim without the indemnified party's prior written approval, not to be unreasonably withheld). The indemnified party may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel or, if Customer refuses to fulfill its obligation of defense, the indemnified party may defend itself and seek reimbursement from the indemnifying party.

11. Limitation of Liability.

(a) Exclusions. EXCEPT FOR: (I) MISAPPROPRIATION OF INTELLECTUAL PROPERTY, (II) A PARTY'S INDEMNIFICATION OBLIGATIONS OR (III) FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AIR READING OR ITS SERVICE PROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) Dollar Cap. EXCEPT FOR: (I) MISAPPROPRIATION OF INTELLECTUAL PROPERTY, (II) A PARTY'S INDEMNIFICATION OBLIGATIONS OR (III) FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNTS CUSTOMER HAS PAID OR ARE PAYABLE TO AIR READING FOR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT THE PARTY IN QUESTION WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE APPLY TO THE EXTENT LEGALLY ENFORCEABLE, ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AIR READING AND



CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Key Definitions.

“Air Reading Content” means text, images, Air Reading trademarks, other Air Reading branding elements and other content which Air Reading makes generally commercially available to all of its customers through the Platform or during Sessions. Air Reading Content includes, for example, class handouts provided to Students and classroom teachers.

“Customer Data” means: (a) personal information that Customer provides to Air Reading or the Platform pursuant to this Agreement, (b) Student engagement reports and other data outputs from the Platform that are specific to Customer and its Students, and (c) Customer’s Confidential Information.

“De-Identified Data” means data derived from Customer Data that has been de-identified from Customer, Admin Users, and Students.

“Documentation” means the documentation for the Platform which Air Reading makes generally commercially available to its licensees.

“Student” means a student whom Customer has authorized to participate in Sessions. The required age or education level of each student also may be listed on the Quote.

“Quote” refers to a form issued by Air Reading containing the terms of payment and specifications of the Services provided under this Agreement, executed by both Customer and Air Reading. A Quote shall require that the Customer agree to be bound by the terms of the Agreement.

“Platform” means the Air Reading Software-as-a-SaaS Service or Platform-as-a-SaaS Service services subscriptions ordered by Customer under a Quote and made available online by Air Reading.

“Professional Services” means any professional services provided by Air Reading to Customer under this Agreement, such as Tutor performance quality assurance services.

“Services” means access to the Platform and the Professional Services and Support Services.

“Session” means each synchronous, online tutoring class, in small groups of up to four Students, subject to restrictions (if any) on the Quote.

13. General Terms.

(a) Publicity. Air Reading may reference Customer’s name and any Customer trademark and logo in listings of Air Reading’s customers; provided that Customer may require Air Reading to cease or modify any use of Customer’s name or logo that is misleading. In addition, upon Customer’s prior review and approval, Air Reading may reference Customer’s name and any Customer trademark and logo, as well as other information pertaining to the provision and results of the Services provided, in case studies and other Air Reading marketing materials.



- (b) Notices. Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other written notices required by this Agreement will be given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified on the most recent Quote, "Attention: Legal Department" (or such other address as may be specified in writing in accordance with this Section). In addition, with respect to Air Reading, notice also must be sent by email to support@airreadingclass.com.
- (c) Waiver of Rights. A party's failure to enforce any right or provision of the Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of that party. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.
- (d) Force Majeure. Neither party will be responsible for any failure or delay in the performance of its obligations under the Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.
- (e) Subcontracting. Air Reading may use subcontractors, and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate; provided that the Air Reading remains responsible for the performance of each such Subcontractor.
- (f) Export Regulation. The Platform, other technology Air Reading makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Students to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
- (g) U.S. Government End Users. The Platform is "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the Platform or its documentation by or on behalf of the U.S. government is subject to restrictions as set forth in the Agreement
- (h) Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in the Agreement shall be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- (i) Severability; Assignment. If any provision of the Agreement is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect. Neither party may assign the Agreement without the other party's express written consent, except to the assigning party's successor by way of merger, acquisition, reorganization, or sale of stock or assets. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.



(j) Governing Law. The Agreement and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The exclusive jurisdiction for all dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services will be the state and federal courts located in the Northern District of California, and Customer and Air Reading each waive any objection to jurisdiction and venue in such courts.

(k) Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Air Reading and Customer regarding the Services, and the Agreement supersedes and replaces all prior oral or written understandings or agreements between Air Reading and Customer regarding the Services. The parties agree that any term or condition stated in Customer's purchase order is void. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties.



EXHIBIT A

Quote No. 25828 for AIMS Middle School College Prep



Payment to

Company Air Education Inc
 Address 220 Cupertino Way
 San Mateo, CA 94403
 Phone (469) 288 - 5290
 Email support@airreadingclass.com

Quote No. 25828**

Account	AIMS Middle School College Prep	Contact	Marisol Magana
Address	171 12th St Oakland, CA 94607	Email	marisol.magana@aimsk12.org

Services	Quantity	Price	Fees
<u>Air Reading</u> High-Impact Small-group Reading Instruction	4,000 student sessions with up to 3 students/group (e.g. 100 students for 40 sessions per student)	\$25 per student per session	\$100,000.00
<u>Curriculum Fee</u>	100 students	\$25 per student	\$2,500.00 (waived)
<u>Platform Fee</u>	100 students	\$10 per student	\$1,000.00 (waived)
<u>Implementation Fee</u>	<300 students	\$2000 one-time	\$2,000.00 (waived)
<u>Headphones (mic. noise cancellation)</u>	120	\$15 per headphone	\$1800.00

Subtotal	\$107,300
Waived	\$5,500
TOTAL FEES	\$101,800

Account Activation Date: _____ 6/1/2024
Account and Services Ending Date: _____ 6/30/2025
Total Fee Due and Payable Date: _____ 6/24/2024



EXHIBIT B

Quote No. 25829 for AIPCS II



Payment to

Company Air Education Inc
 Address 220 Cupertino Way
 San Mateo, CA 94403
 Phone (469) 288 - 5290
 Email support@airreadingclass.com

Quote No. 25829**

Account	AIPCS II	Contact	Marisol Magana
Address	171 12th St Oakland, CA 94607	Email	marisol.magana@aimsk12.org

Services	Quantity	Price	Fees
<u>Air Reading</u> High-Impact Small-group Reading Instruction	28,800 student sessions with up to 3 students/group (e.g. 240 students for 120 sessions per student)	\$25 per student per session	\$720,000.00
<u>Curriculum Fee</u>	240 students	\$25 per student	\$6,000.00 (waived)
<u>Platform Fee</u>	240 students	\$10 per student	\$2,400.00 (waived)
<u>Implementation Fee</u>	<300 students	\$2000 one-time	\$2,000.00 (waived)
<u>Headphones (mic. noise cancellation)</u>	280	\$15 per headphone	\$4,200.00

Subtotal	\$734,600
Waived	\$10,400
TOTAL FEES	\$724,200

Account Activation Date: _____ 6/1/2024
Account and Services Ending Date: _____ 6/30/2025
Total Fee Due and Payable Date: _____ 6/24/2024

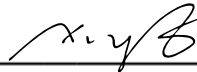


AGREED:

Air Education Inc. D/B/A Air Reading.

Title: _____ CEO _____

Name: _____ Xing Zhang _____

Signature: _____  _____

Date: _____ 6/17/2024 _____

Customer: AIMS K-12 College Prep Charter District

Title: _____ Director of Schools _____

Name: _____ Natalie.Glass _____

Signature:   _____

Date: _____ 6/17/2024 _____

Coversheet

Amplify English Language Arts (ELA)

Section: V. Action Items
Item: G. Amplify English Language Arts (ELA)
Purpose: Vote
Submitted by:
Related Material: Amplify ELA Cover Letter.pdf
Amplify ELA Curriculum.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Amplify ELA Curriculum
Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

- Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$53,771.21

Is this expenditure included in the annual budget?

- Yes No

Please specify in which plan this expense is indicated:

4410	7435 (LREBG)
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Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-282006-1
 Date: 3/26/2024
 Expires On: 4/25/2024

Customer Contact Information

Zubida Bakheit
 American Indian Pub Cs I
 510-893-8701
 zubida.bakheit@aimsk12.org

Amplify Contact Information

Lisa Marinovich
 Account Executive
 (831) 461-4187
 lmarinovich@amplify.com

3 Year Licenses
 3 Year Notebooks

Grade 6

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (3yr license 2023-2026)	\$211.00	2	1	\$422.00	\$211.00
Amplify ELA G6: Student Blended Package (3yr license 2023-2026)	\$98.00	0	150	\$0.00	\$14,700.00
TOTAL				\$422.00	\$14,911.00

Grade 7

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G7 Teacher Blended Package (3yr license 2023-2026)	\$211.00	2	1	\$422.00	\$211.00
Amplify ELA G7: Student Blended Package (3yr license 2023-2026)	\$98.00	0	150	\$0.00	\$14,700.00
TOTAL				\$422.00	\$14,911.00

Grade 8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G8 Teacher Blended Package (3yr license 2023-2026)	\$211.00	2	1	\$422.00	\$211.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G8: Student Blended Package (3yr license 2023-2026)	\$98.00	0	150	\$0.00	\$14,700.00
TOTAL				\$422.00	\$14,911.00

PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
Amplify ELA Strengthen Training (1/2 Day Remote)	2.00	\$750.00	\$0.00	\$1,500.00
TOTAL		\$3,950.00	\$0.00	\$4,700.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$2,114.91	\$0.00	\$2,114.91

SUBTOTAL	\$51,547.91
ESTIMATED SALES TAX (10%)	\$2,223.30
TOTAL DISCOUNT	\$1,266.00
GRAND TOTAL	\$53,771.21

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement").

This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account

information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL

AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Coversheet

Illuinate

Section: V. Action Items
Item: H. Illuinate
Purpose: Vote
Submitted by:
Related Material: Illuminate Cover Letter (1).pdf
QuoteDetail.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Illuminate Assessment Creator

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$12,957

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: 4410

Renaissance

Quote
3126203

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

American Indian Model Schools - 6937868

Reference ID: 663472

171 12th St
Oakland, CA 94607-4900
Contact: Maryetta Golden - (510) 893-8701
Email: maryetta.golden@aimsk12.org

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	\$12,699.00
Applied Discounts	\$(102.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$12,597.00

This quote includes: DnA.

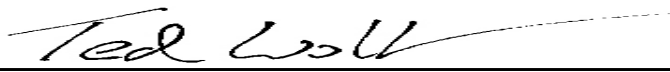
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	American Indian Model Schools - 6937868
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 5/3/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Kylie Saunig at (305)748-6880, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Renaissance

Quote
3126203

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

Quote
3126203

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details				
American Indian Model Schools - 6937868				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Inspect Premium	07/01/2024 - 06/30/2025	1,500	\$2.95	\$4,425.00
DnA, Software License	07/01/2024 - 06/30/2025	1,500	\$5.36	\$8,040.00
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Learning Community, DnA	07/01/2024 - 06/30/2025	3	\$78.00	\$234.00
American Indian Model Schools Subtotal				\$12,699.00
			Applied Discounts	\$(102.00)
American Indian Model Schools Total				USD \$12,597.00

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Coversheet

McGraw Hill Science

Section: V. Action Items
Item: I. McGraw Hill Science
Purpose: Vote
Submitted by:

Related Material:

McGraw Hill Science Cover Letter (1).pdf

CA Inspire ELP Print SE Units + Teacher - AMERICAN INDIAN PUBLIC CS II (1).pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: McGraw Hill Science
Is this item a: X New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- x Superintendent
- x Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes X No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

x Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost:\$20,314.00

Is this expenditure included in the annual budget?

X Yes No

Please specify in which plan this expense is indicated:

AIMS MS - \$10390 - Funding - Art, Music & Instructional Materials Block Grant
AIPCS II - \$10390 - Learning Recovery Emergency Block Grant



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QUOTE PREPARED FOR:

AMERICAN INDIAN PUBLIC CS II
 171 12TH STREET
 OAKLAND, CA 94607-4900
 ACCOUNT NUMBER: 3828764

SUBSCRIPTION/DIGITAL CONTACT:

Zubida Bakheit
 zubida.bakheit@aimsk12.org
 (310) 498-1848

CONTACT:

Zubida Bakheit
 zubida.bakheit@aimsk12.org
 (310) 498-1848

SALES REP INFORMATION:

Gary Costley
 gary.costley@mheducation.com
 (916) 204-0645

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA Inspire Science	\$24,311.49	(\$5,886.09)	\$18,425.40
PRODUCT TOTAL*	\$24,311.49	(\$5,886.09)	\$18,425.40
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$1,888.60
GRAND TOTAL*			\$20,314.00

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 06/07/2024 ACCOUNT NAME: AMERICAN INDIAN PUBLIC CS II EXPIRATION DATE: 09/05/2024
 QUOTE NUMBER: MROSS-06072024081349-001 ACCOUNT #: 3828764 PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA Inspire Science					
INSPIRE EARTH SCIENCE CA GRADE 6 STUDENT EDITION VOL 1	978-0-07-682998-9	130	\$22.47	\$0.00	\$2,921.10
INSPIRE EARTH SCIENCE CA GRADE 6 STUDENT EDITION VOL 1	978-0-07-682998-9	20	\$22.47	\$449.40	*Free Materials
INSPIRE EARTH SCIENCE CA GRADE 6 STUDENT EDITION VOL 2	978-0-07-682999-6	130	\$22.47	\$0.00	\$2,921.10
INSPIRE EARTH SCIENCE CA GRADE 6 STUDENT EDITION VOL 2	978-0-07-682999-6	20	\$22.47	\$449.40	*Free Materials
CALIFORNIA SCIENCE LIFE SCIENCE STUDENT EDITION VOL 1	978-0-07-683007-7	130	\$22.47	\$0.00	\$2,921.10
CALIFORNIA SCIENCE LIFE SCIENCE STUDENT EDITION VOL 1	978-0-07-683007-7	20	\$22.47	\$449.40	*Free Materials
INSPIRE LIFE SCIENCE CA GRADE 7 STUDENT EDITION VOL 2	978-0-07-683012-1	130	\$22.47	\$0.00	\$2,921.10
INSPIRE LIFE SCIENCE CA GRADE 7 STUDENT EDITION VOL 2	978-0-07-683012-1	20	\$22.47	\$449.40	*Free Materials
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 1	978-0-07-683015-2	150	\$22.47	\$0.00	\$3,370.50
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 1	978-0-07-683015-2	20	\$22.47	\$449.40	*Free Materials
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 2	978-0-07-683038-1	150	\$22.47	\$0.00	\$3,370.50
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 2	978-0-07-683038-1	20	\$22.47	\$449.40	*Free Materials
Teacher Resources					
CALIFORNIA SCIENCE EARTH SCIENCE ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-683056-5	6	\$48.00	\$288.00	*Free Materials
CALIFORNIA SCIENCE LIFE SCIENCE ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-683058-9	6	\$48.00	\$288.00	*Free Materials
CALIFORNIA SCIENCE PHYSICAL SCIENCE ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-683017-6	6	\$48.00	\$288.00	*Free Materials
CALIFORNIA INSPIRE EARTH & SPACE SCIENCE G6 TEACHER EDITION 4 UNIT BUNDLE	978-0-07-686781-3	3	\$202.23	\$606.69	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 06/07/2024 ACCOUNT NAME: AMERICAN INDIAN PUBLIC CS II EXPIRATION DATE: 09/05/2024
 QUOTE NUMBER: MROSS-06072024081349-001 ACCOUNT #: 3828764 PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA INSPIRE SCIENCE EARTH AND SPACE INSPIRING CAST SUCCESS GUIDE	978-0-07-683047-3	3	\$22.47	\$67.41	*Free Materials
INSPIRE EARTH SCIENCE CA GRADE 6 POSTER PACK	978-0-07-684814-0	3	\$22.47	\$67.41	*Free Materials
CALIFORNIA INSP SCNCE EARTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	3	\$11.24	\$33.72	*Free Materials
CALIFORNIA INSPIRE LIFE SCIENCE G7 TEACHER EDITION 4 UNIT BUNDLE	978-0-07-686811-7	3	\$202.23	\$606.69	*Free Materials
CA INSPIRE SCIENCE LIFE INSPIRING CAST SUCCESS GUIDE	978-0-07-683048-0	3	\$22.47	\$67.41	*Free Materials
INSPIRE LIFE SCIENCE CA GRADE 7 POSTER PACK	978-0-07-684817-1	3	\$22.47	\$67.41	*Free Materials
CALIFORNIA INSP SCNCE EARTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	3	\$11.24	\$33.72	*Free Materials
CALIFORNIA INSPIRE PHYSICAL SCIENCE G8 TEACHER EDITION 4 UNIT BUNDLE	978-0-07-686816-2	3	\$202.23	\$606.69	*Free Materials
CA INSPIRE SCIENCE PHYSICAL INSPIRING CAST SUCCESS GUIDE	978-0-07-683051-0	3	\$22.47	\$67.41	*Free Materials
INSPIRE PHYSICAL SCIENCE CA GRADE 8 POSTER PACK	978-0-07-684818-8	3	\$22.47	\$67.41	*Free Materials
CALIFORNIA INSP SCNCE EARTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	3	\$11.24	\$33.72	*Free Materials

Teacher Resources Subtotal: \$3,189.69 \$0.00
CA Inspire Science Subtotal: \$5,886.09 \$18,425.40

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 06/07/2024 ACCOUNT NAME: AMERICAN INDIAN PUBLIC CS II EXPIRATION DATE: 09/05/2024
 QUOTE NUMBER: MROSS-06072024081349-001 ACCOUNT #: 3828764 PAGE #: 3



Because learning changes everything.®

QUOTE PREPARED FOR:

AMERICAN INDIAN PUBLIC CS II
 171 12TH STREET
 OAKLAND, CA 94607-4900
 ACCOUNT NUMBER: 3828764

CONTACT:

Zubida Bakheit
 zubida.bakheit@aimsk12.org
 (310) 498-1848

VALUE OF ALL MATERIALS	\$24,311.49
FREE MATERIALS	(\$5,886.09)
PRODUCT TOTAL*	\$18,425.40
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$1,888.60
GRAND TOTAL	\$20,314.00

SUBSCRIPTION/DIGITAL CONTACT:

Zubida Bakheit
 zubida.bakheit@aimsk12.org
 (310) 498-1848

Comments:

Thank you!

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

 Name of School Official (Please Print)

 Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 06/07/2024 ACCOUNT NAME: AMERICAN INDIAN PUBLIC CS II EXPIRATION DATE: 09/05/2024
 QUOTE NUMBER: MROSS-06072024081349-001 ACCOUNT #: 3828764 PAGE #: 4

Coversheet

NWEA Assessment

Section: V. Action Items
Item: J. NWEA Assessment
Purpose: Vote
Submitted by:
Related Material: NWEA COVER LETTER.pdf
NWEA ASSESSMENT.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: NWEA Assessment Program

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$38,740

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other:

Resource 7435 Object Code 4410



Partnering with

Aims College Preparatory Charter High School

Proposal

May 9, 2024





NWEA® is pleased to present the following price proposal to Aims College Preparatory Charter High School. We are grateful for the opportunity to further serve your students and staff, and we look forward to collaborating with you to finalize a scope of work that considers your unique and complex needs.

Recommended Products and Services

NWEA® drives growth and delivers the insights that help students learn, teachers teach, and leaders lead. Our proven assessment solutions, customized professional learning, and industry-leading research keep you ahead of the curve as times and standards change.



map GROWTH

The purchase of a MAP assessment license includes the following features and services: standard online and interactive reports; downloadable data file reports; implementation services; technical support services; and access to NWEA Professional Learning Online.

MAP Growth

Our computer adaptive interim assessments provide precise, actionable insights that offer educators a clear view of where students are in their learning and the data to determine which supports they need to help them grow academically, whether they're working on, above, or below grade level.

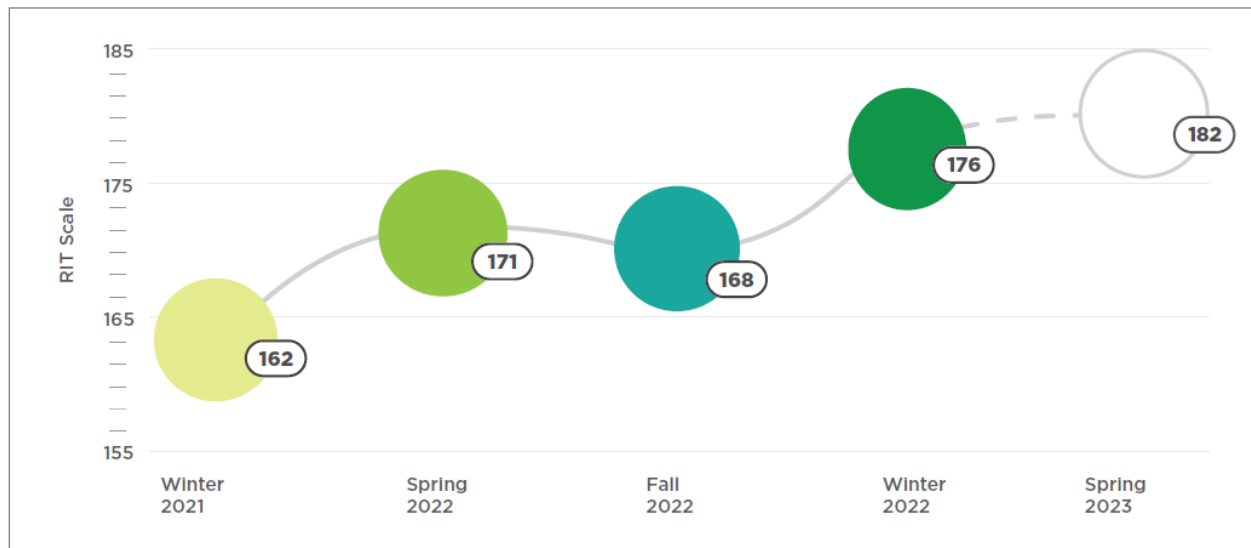
Classroom teachers count on the immediate, trustworthy data in MAP® Growth™ to support instructional decision-making, whether they're scaffolding instruction, creating learning groups, or monitoring growth over time.

Building-level administrators use MAP Growth to illuminate school-wide needs across grades and subjects and then translate these insights into critical decisions that empower teachers, support students, and improve learning outcomes.

District leaders leverage reporting tools, national norms, and linking studies to set short- and long-term goals, identify and reinforce best practices, and even project proficiency on state summative, ACT, and SAT tests.



MAP Growth assessments are scored using a consistent, cross-grade vertical scale that assesses achievement according to standards-aligned content. The RIT scale is the most stable, mature scale in the industry. Like centimeters on a ruler, it measures in equal intervals, regardless of a student’s grade or performance—and it remains stable over time. This gives you an accurate measure of student performance, regardless of whether they’re performing on, above, or below grade level. Scores from repeated administrations are used to measure growth over time.



MAP Growth: Available assessments and grade coverage

		(Standard) MAP Growth K–12			Optional Add-on
	Assessment Type	Mathematics	Reading	Language Usage	Science
English	Growth	K–12	K–12	2–12	2–12
	Screening				
	Skills Checklist	K–2	K–2	–	–
Spanish	Growth	K–12	K–8	–	–
	Screening				
Course specific (English only)	Growth	<ul style="list-style-type: none"> Algebra I & II Geometry Integrated Math 1, 2 & 3 	–	–	Life science (for NGSS only)
	Screening				



Test Type	Purpose	Approx. Length	Score in Reports
Growth	Measure growth, inform instruction, and assess strategy	43 items/about 45–55 minutes	RIT score (subject and instructional areas, also called "goals"), shown in most reports Also, Quantile® and Lexile® score
Screening	Quickly place incoming students in grades 2 and above (but for more precision, use MAP Growth)	20 items/about 20 minutes	RIT score (subject level only) Available in these reports: Student Progress, Class, Grade, District Summary Also, Lexile scores
Skills Checklist	Get details about a certain skill as a pre- or post-test for a unit you teach	11–53 questions/about 8–60 minutes, based on skill	Percent correct, shown only in Screening and Skills Checklist reports

You can choose to go with the standard MAP Growth K-12 package that includes math, reading, and language usage, but many educators decide to add on the optional MAP Growth for Science package.

(Standard) MAP Growth K–12: These growth assessments in math, reading, and language usage can be administered three times per school year, along with an optional summer administration. Math and reading assessments are available in both English and Spanish.

The package includes one type of assessments for K–2 students and another type for students in grades 2–12. The K–2 assessments include features designed to engage young learners, such as practice tests, audio instruction, and a visual interface. There are also K–2 assessments that can be administered as frequently as needed, including before and after instruction or intervention. For students in upper grades—from advanced second-graders to high school students—the package includes growth tests, screening tests, and course-specific tests for high school math.

(Optional Add-on) MAP Growth for Science: Designed for students in grades 2–12, this set of growth assessments covers life science, earth and space science, and physical science. MAP Growth for Science also includes course-specific tests for high school science. MAP Growth for Science can be administered three times per school year, along with an optional summer administration.



map Reading Fluency

MAP Reading Fluency

MAP® Reading Fluency™ is a computer adaptive benchmarking, progress monitoring, and screening assessment for students in grades pre-K–5.

The package includes assessments in oral reading fluency, literal comprehension, and foundational reading skills that can be group-administered three times per school year as benchmark tests and as frequently as needed for progress monitoring. Benchmark tests are available in both English and Spanish. The package also includes a dyslexia screener for students in grades K–3.



Recommended for Aims College Preparatory Charter High School

AIMS K12 College Prep- MRL Enrollment 24-25 1 Year

Product	List Price	Unit Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$13.50	1,300	\$17,550.00	-\$1,300.00
Virtual (2-hour session, up to 30 participants) MAP Growth Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00

Quote Discount -\$1,300.00

Quote Subtotal \$21,330.00

Estimated Tax \$0.00

Grand Total \$21,330.00

AIMS K12 College Prep- MRL Enrollment 24-25 3 years

Product	List Price	Unit Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$13.05	3,900	\$50,895.00	-\$5,655.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MAP Growth Foundations Online Annual License	\$1,000.00	\$1,000.00	2	\$2,000.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00

Quote Discount -\$5,655.00

Quote Subtotal \$56,675.00

Estimated Tax \$0.00

Grand Total \$56,675.00

AIMS K12 College Prep- MRL & MRF Enrollment 24-25 1 Year

Product	List Price	Unit Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$13.50	1,300	\$17,550.00	-\$1,300.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Reading Fluency-Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Coach for MAP Reading Fluency	\$11.00	\$11.00	650	\$7,150.00	-\$0.00



Product	List Price	Unit Price	Quantity	Total Price	Item Discount
MAP Reading Fluency: Essential Reports with Coach for Teachers (2 hr virtual)	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MAP Reading Fluency: Introduction to Coach (1 hr virtual)	\$630.00	\$630.00	1	\$630.00	-\$0.00
MG and MRF Basics: Proctoring Virtual (2-hour session, up to 30 participants)	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MAP Reading Fluency for Coach	\$9.00	\$9.00	650	\$5,850.00	-\$0.00

Quote Discount -\$1,300.00

Quote Subtotal \$38,740.00

Estimated Tax \$0.00

Grand Total \$38,740.00

AIMS K12 College Prep- MRL/MRF Enrollment 3 Years

Product	List Price	Unit Price	Quantity	Total Price	Item Discount
MAP Growth Foundations Online Annual License	\$1,000.00	\$1,000.00	2	\$2,000.00	-\$0.00
MAP Reading Fluency Foundations Online Annual License	\$1,000.00	\$1,000.00	2	\$2,000.00	-\$0.00
MAP Reading Fluency for Coach	\$9.00	\$9.00	1,950	\$17,550.00	-\$0.00
Coach for MAP Reading Fluency	\$11.00	\$11.00	1,950	\$21,450.00	-\$0.00
MAP Reading Fluency: Essential Reports with Coach for Teachers (2 hr virtual)	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MG and MRF Basics: Proctoring Virtual (2-hour session, up to 30 participants)	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Reading Fluency-Basics for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MAP Growth K-12	\$14.50	\$13.05	3,900	\$50,895.00	-\$5,655.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
Virtual (2-hour session, up to 30 participants) MAP Growth- Applying Reports: Student Goal Setting	\$1,260.00	\$1,260.00	1	\$1,260.00	-\$0.00
MAP Reading Fluency: Introduction to Coach (1 hr virtual)	\$630.00	\$630.00	1	\$630.00	-\$0.00

Quote Discount -\$5,655.00

Quote Subtotal \$102,085.00

Estimated Tax \$0.00

Grand Total \$102,085.00



Contact Information

This non-binding proposal is intended to provide an overview of NWEA® products and services and present a recommendation for Aims College Preparatory Charter High School. To request a formal sales order, please contact your account representative.

Today's date:	<u>05/09/2024</u>	Prepared by:	<u>Andrea Comer</u>
Prepared for:	<u>Aims College Preparatory Charter High School</u>	Email:	<u>andrea.comer@nwea.org</u>
	<u>Christopher Ahmad</u>	Phone:	<u></u>

Coversheet

Respond EDU

Section: V. Action Items
Item: K. Respond EDU
Purpose: Vote
Submitted by:
Related Material: Respond EDU COVER LETTER.pdf
Respond EDU 3 Year Proposal for AIMS Charter (1) (1).pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Respond EDU Contract

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$58,505.00 split between 3 schools

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other:

Object Codes: 4410 Resource:6762 and 7435



PROPOSAL

Thank you for your consideration

1516 S. Bundy Drive Suite 207
 Los Angeles, CA. 90025
 www.respondedu.com
 (818) 625 - 0319

INVOICE #

DATE

5/2/2024

BILL TO

Name of Organization AIMS K-12 College Prep Charter District
Organization Website www.aimsk12.org
Street Address 171 12th Street
City, ST ZIP Oakland, CA 94607
Contact Person Maya Woods-Cad'z, Superintendent
Contact Email maya.woods-cadiz@aimsk12.org
Contact Phone (510) 508-6957

DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
Initial School Setup Fee	1	10,000.00	\$ 10,000.00
Additional Schools Setup Fee (at 50% of initial school)	2	5,000.00	\$ 10,000.00
Teaching Staff	88	275.00	\$ 24,200.00
Non-Teaching Staff	65	80.00	\$ 5,200.00
Student Fee	1214	7.50	\$ 9,105.00
		Year 1	\$ 58,505.00
		Year 2 at 5%	\$ 55,579.75
		Year 3 at 10%	\$ 52,654.50
		Multi-Year Total	\$ 166,739.25

*School Setup fees are due upon contract acceptance.
 License fees can be paid monthly or in full when
 accepting the agreement (a 5% discount will apply if
 paid in full on all licenses).*

Contract Total	\$ 58,505.00
Setup Fees (Due Upon signing)	\$ 20,000.00
Total License Fees	\$ 38,505.00
If Paid in full (5% Discount)	\$ 56,579.75
10 Monthly Payments	\$ 3,850.50

Thank you for your consideration

Print Full Name

Signature

Date

Sales & Marketing

Client Relations

Technical Support

Simona Moghtader, VP Marketing
 (818) 317 - 7598
simona@respondedu.com

Kiumars Arzani, CEO
 (818) 625 - 0319
kiumars@respondedu.com

Justin Yamini, CTO
 (310) 869 - 3771
justin@respondedu.com

Coversheet

Sacramento County Office of Education (SCOE)

Section: V. Action Items
Item: L. Sacramento County Office of Education (SCOE)
Purpose: Vote
Submitted by:
Related Material: SCOE MOU COVER LETTER.pdf
American Indian Model School District MOU 24-25 (1) (1).pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: SCOE MOU

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: This is the MOU for next year, so I am bringing it to the board now.

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$4000 per teacher in induction (we won't have the actual numbers until we hire all of the new teachers)

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: AIPCS II EEF Grant, General Funds for AIPHS and AIMS
MS

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

Sacramento County Office of Education (SCOE) administers an approved Commission on Teacher Credentialing (CTC) Teacher Induction Program (Teacher Induction Program) to provide a pathway for General Education Multiple Subject, Single Subject, and Education Specialists (Credential Candidates) to obtain clear credentials. As part of SCOE's administration of this Teacher Induction Program, SCOE partners with charter, private and district schools (Program Partners) to provide requisite training, on the job experience, and mentoring for clear Credential Candidates beginning in the first year of teaching.

The Teacher Induction Program is advised by the SCOE Teacher Preparation Advisory Council (Advisory Council), composed of program leaders, district mentors and district administrators that provides advisement to all SCOE teacher preparation programs including the intern program. The Advisory Council provides feedback and advisement to the Induction Program and helps enhance PK-20 education collaboration.

The purpose of this Memorandum of Understanding (MOU) is to establish a formal working relationship between the parties and to set forth the operative conditions that will govern them.

I. Parties

This MOU is entered between SCOE and the **American Indian Model School** (District) to implement the Teacher Induction Program.

II. Term

The effective dates of this MOU are July 1, 2024 through June 30, 2025. Either party may terminate this agreement upon written notice submitted to the Advisory Council no later than 180 days prior to the start of the next school year.

III. Responsibilities - General

A. SCOE shall:

1. Be responsible for ensuring the Teacher Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Teacher Induction Program Standards and budget guidelines.
4. Provide a workspace for SCOE's Teacher Induction Program staff including computer, fax access, telephone, and meeting space for program activities.

5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for program implementation and training for all Teacher Induction Program Credential Candidates and mentors involved in the program.
9. Provide a Teacher Induction Program orientation for all site administrators that outlines administrators' role(s) in supporting candidates in the implementation of their Individual Learning Plan (ILP) goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the Advisory Council and develop other administrative processes in alignment with CTC Teacher Induction Program Standards.
12. Participate in program evaluation.

B. District agrees to the following:

1. The District superintendent (or designee) will serve as the District Advisor. The District Advisor shall provide feedback and support to SCOE's Teacher Induction Program directors and may serve on the Advisory Council.
2. The District will appoint a Teacher Induction Program Coordinator according to established guidelines to oversee all Teacher Induction Program activities within the District and assume the responsibilities established by this MOU. The Program Coordinator will attend **all** of the following meetings/events annually at SCOE: Fall Planning Day, Winter Coordinator Meeting, and Spring Planning Day.
3. The District will assess Credential Candidates to ensure that they meet enrollment criteria and enroll and serve eligible Credential Candidates according to induction requirements and criteria established by the Teacher Induction Program.
4. By October 1, 2024, District will identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Teacher Induction Program services as described by CTC guidelines attached hereto and incorporated herein by reference as Exhibit 1.
5. By October 13, 2024, District will confirm all participants for purposes of invoicing.
6. District will identify all school sites with eligible Credential Candidates and request all site administrators of those school sites to attend an orientation that outlines the administrators' role(s) in supporting candidates in the implementation of their ILP goal and other program processes.
7. District will communicate to all site administrators, the Teacher Induction Program requirements, including release time -for mentors to participate in required observations (2-3 days) and employer input into the credential candidate's development of an ILP within the first 30 days of enrollment in the program. **The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.**

8. District will select experienced teachers as Teacher Induction Program Mentors (Mentors) according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards attached hereto and incorporated herein by reference as Exhibit 2, and ensure Mentors attend all required Teacher Induction Program events and trainings.
9. District will assign a qualified Mentor to each eligible credential candidate within 15 days of enrollment in the Program who meets the CTC's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. And District will pair Credential Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. District will ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the Teacher Induction Program.
11. District will ensure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. District will arrange for substitute teachers if necessary to allow for Mentors' observations of their Credential Candidates and candidate observation of peers.
13. District will provide on-going information about Teacher Induction Program activities to the District's governing board.
14. District will participate in required program evaluation.
15. District agrees to fulfill all completion requirements as stated in the approved induction program pathway attached hereto and incorporated herein by reference as Exhibit 3.

IV. Responsibilities – Fiscal

A. SCOE, in its capacity as the Teacher Induction Program's Local Education Agency, agrees to the following:

1. Provide overall fiscal responsibility for the administration of the Teacher Induction Program.
2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Induction Program Budget.
3. Expend income according to regularly established policies and procedures.

B. The District agrees to the following:

1. Pay \$2,000 per teacher credential candidate cost-for-service fee per year of a two-year Teacher Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
2. In addition to the Teacher Induction Program fee of \$2,000, there will be an additional one-time fee of \$500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Program Level II Portfolio process. The \$500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.

3. Pay \$2,500 cost-for-service fee for each teacher credential candidate who has met the criteria for, and has been accepted as, a candidate for the one year Early Completion Option (ECO), in lieu of the two-year program.
4. Provide written notice to SCOE of any teacher credential candidate who discontinues program participation. Written notice should be provided via email to Marie Callahan (mcallahan@scoe.net). Refund total is determined **by the date SCOE receives written notice, not the teacher drop date.**

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

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

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

V. Ownership of Materials

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

VI. Compliance with CTC Requirements

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Exhibit 4 and incorporated herein by reference.

VII. General Terms.

A. Entire MOU:

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

B. Indemnification:

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

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

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

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

C. Independent Agents:

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

D. Nondiscrimination Clause:

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

E. Force Majeure

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

F. Execution of MOU:

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

G. Signatures:

By affixing its signature to this MOU, each party warrants and represents that each has the authority to enter into this MOU and to perform all obligations under the MOU, and further that the signatory of this MOU is authorized to legally bind the party.

By: 
Signature of Authorized Official
Sacramento County Office of Education

Ivan Myrick

Title: Director, Financial Services

Date: 4/12/24

By: _____
Signature of Authorized Official
American Indian Model School

Printed Name:

Title:

Date:

Coversheet

Teacher Induction Program

Section: V. Action Items
Item: M. Teacher Induction Program
Purpose: Vote
Submitted by:
Related Material: Teacher Induction Leter.pdf
TI Preconditions & Standards 2016 (2) (2) (1).pdf



Date: April 15, 2024

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

RE: Sacramento Consortium Teacher Induction Program MOU

Dear SCOE Partner:

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

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

Teacher Induction

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

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

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

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

LCAP State Priority 1

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

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

Highlights of the MOU (attached) include:

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

2023-2024 Fee Structure:

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

1. Teacher Candidate cost-for-service per year for a two-year Induction Program - \$2,000
2. Teacher Candidate cost-for-service for each participant who has met the Early Completion Option (ECO) criteria - \$2,000+ \$500 (one-time fee) = \$2,500

Timeline for Completion of MOU Process and Billing Cycle:

July 1	Signed MOU between partner program and SCOE due
August 15	Estimate of candidate numbers from partner program due to SCOE
September 15	Purchase Orders completed and sent to SCOE
October 15	Invoices processed and sent to participating programs for payment

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

We look forward to working with each of you in 2023- 2024.




Tammy Patten and Kristina Richardson
 Directors, SCOE School of Education
 Teacher Induction
tpatten@scoe.net
krichardson@scoe.net

2024-2025 Teacher Induction Program



Teacher Induction Program Preconditions and Program Standards

Commission on Teacher Credentialing

**Standards Adopted
*October 2016***

Handbook Revised June 26, 2017

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Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, California 95811

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

Teacher Induction

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

Preconditions for Teacher Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.
6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.

Induction Program Design for Mentoring Clear Teaching Credential Candidates

Standard 1: Program Purpose

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

Standard 2: Components of the Mentoring Design

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

Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System

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

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

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

Standard 4: Qualifications, Selection and Training of Mentors

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

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

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

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

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

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

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation

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

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

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

Standard 6: Program Responsibilities for Assuring Quality of Program Services

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

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

Coversheet

Strobel Education Contract (professional development)

Section: V. Action Items
Item: N. Strobel Education Contract (professional development)
Purpose: Vote
Submitted by:
Related Material: Strobel Education COVER LETTER.pdf
Oakland Contract.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Strobel Education Contract (professional development)

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$18,000 split between 3 schools

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other:



STROBEL EDUCATION, INC
CONTRACT FOR CONSULTING SERVICES

Contracting School:

AIMS K12 College Prep Charter District
171 12th St.
Oakland, CA 94607

Contact Information:

Christopher Ahmad, PD Coordinator
christopher.ahmad@aimsk12.org
Cell: 510-220-1730
Billing Email: finance@aimsk12.org

Training Location for June Date:

746 Grand Ave
Oakland, CA 94607

Technology To Be Provided by School:

See page 2

Audience:

Approx: K-12

Rate:

3 days @\$6000.00 includes all travel, etc. = \$18,000

TOTAL:

\$18,000

SIGNATURE:

Kim Strobel, Strobel Education, Inc.

SIGNATURE:

Contracting Representative

Date (s):

August 2nd: Data-Driven Decision with Dr. Donya Ball
(all grades)
August 12: Classroom Mgmt with Dr. Kristie Ennis
(grades K-5)
August 13: Classroom Mgmt with Dr. Kristie Ennis
(grades 6-12)

TIME: 9:00-3:00 PST

1 hour lunch

Strobel Education Consultant for August 2nd:

Dr. Donya Ball
dr.donyaball@gmail.com
Cell: 559-240-5210

Strobel Education Consultant for August 12th & 13th

Dr. Kristie Ennis
kristie.hofelich@gmail.com
Cell: 502-751-6051

8966 KLEEMAN DRIVE TELL CITY, IN 47586 • support@strobeleducation.com

Cancellation: With written notice, this event may be canceled up to 45 days, but has to be rebooked for another day and half of the contract paid upon cancellation. If the Contracting Agency cancels within 45 days of the scheduled event, the Contracting Agency agrees to pay the contracted fee. In the event of cancellation due to unforeseen circumstances such as extreme weather, the payment of one half of the negotiated fee may be waived.



CONTRACT RIDER
Kim Strobel/Strobel Education

Our primary goal as speakers is to ensure that our audience receives the best possible presentation and that our time together goes smoothly, with no “glitches,” technical or otherwise. To that end, I’m providing a list of items that I will require on the day of my presentation:

- Rectangular table placed at front of the room and easily viewable by audience members.
- WiFi Access (I’ll provide my own laptop).
- Audio for my computer (standard 3.5mm headphone jack) connected to a sound system or external speakers appropriate for the venue space.
- Microphone (for groups of 30 or larger), preferably hands-free.
- Large screen and a projector that can be connected to my laptop. I can accommodate VGA or HDMI connections and provide my own dongles.

***** Consultant will email you two weeks prior to training to gather any additional information and provide resources/handouts.**

Coversheet

Unified Insights

Section: V. Action Items
Item: O. Unified Insights
Purpose: Vote
Submitted by:
Related Material: Unified Insights Cover Letter.pdf
Platform Student Analytics July 24-25.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Christopher Ahmad
Position/Title: Director of Data and Academics
Department: Academics
Date of Submission (MM/DD/YYYY): 6/18/24

Item Details

Title of Item: Unified Insights Data Storage

Is this item a: New Submission
 Renewal

If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

Yes No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

Deadline Information

Is there a submission deadline for this item?

Yes No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/31/2024

Financial Information (if applicable):

Total Cost: \$9259.25

Is this expenditure included in the annual budget?

Yes No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: General Funds

Resource 0000 Object Code 4410



Remit Email: aashna.narain@powerschool.com
 Quote Date: 7-JUN-2024
 Quote #: Q-853388-2

Sales Quote - This is Not An Invoice

Prepared By: Aashna Narain	Customer Contact: Marisol Magana
Customer Name: American Indian Model Schools	Title: Operations Director
Contract Term: 12 Months	Address: 171 12th St #200
Start Date: 1-JUL-2024	City: Oakland
End Date: 30-JUN-2025	State/Province: California
Billing Frequency: Annually	Zip Code: 94607
	Phone #: 5108938701

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025			
License and Subscription Fees			
Platform Hosted	1,295.00	Students	USD 3,095.05
Student Analytics Hosted	1,295.00	Students	USD 6,164.20
License and Subscription Totals:			USD 9,259.25

Quote Total	
Initial Term	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 9,259.25

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

American Indian Model Schools

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 17-OCT-2023

Date:

PO Number: _____

Coversheet

AIMS 2024-2025 Title Funding Resolution

Section: V. Action Items
Item: P. AIMS 2024-2025 Title Funding Resolution
Purpose: Vote
Submitted by:
Related Material: AIMS 2024-2025 Title Funding Resolution Cover Letter.pdf
Title Resolution Board Approval June 25, 2024 (1).pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Tiffany Tung
Position/Title: Program Compliance Director
Department: Program Compliance
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS 2024-2025 Title Funding Resolution
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

AIMS K-12 College Prep Charter District



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

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

www.AIMSK12.org

AIMS College Prep Middle School (6-8)
Formerly known as AIPCS
171 12th St | Oakland | CA 94607

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

AIMS College Prep High School (9-12)
Formerly known as AIPHS
746 Grand Ave | Oakland | CA 94610

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

AIMS School Board Resolution

2024-2025 Title Funding Resolution for AIPCS II

Title I federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach proficiency on State academic achievement standards and academic assessments.

Title II federal program that increases student academic achievement through strategies such as improving teacher and principal quality. **Title II, Part A**, Supporting Effective Instruction is a federal categorical program contained in the Consolidated Application. The purpose of Title II, Part A is to Provide supplemental activities that strengthen the quality and effectiveness of teachers, principals, and other school leaders which includes: Increased student achievement consistent with the challenging state academic standards; Improve the quality and effectiveness of teachers, principals, and other school leaders; Increased the number of teachers, principals, and other leaders who are effective in improving student academic achievement in schools; and Provide low-income and minority students greater access to effective teachers, principals, and other school leaders.

Title III English Learner (EL) funds will be used to improve the education of English learners by assisting children to learn English and meet the challenging State academic standards, as described in 20 United States Code (U.S.C.) 6825(a) of federal statute.

Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local educational agencies (LEAs) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student learning, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

Action: The Board will approve of Title I, II, III, and IV for the 2024-25 school year.

AIMS K-12 College Prep Charter District



AIMS College Prep Elementary (K-8)

AIPCS II

171 12th St | Oakland | CA 94607

E elementary@aimsk12.org

T 510-893-8701

F 510-893-0345

www.AIMSK12.org

AIMS College Prep Middle School (6-8)

Formerly known as AIPCS

171 12th St | Oakland | CA 94607

E middleschool@aimsk12.org

T 510-893-8701

F 510-893-0345

AIMS College Prep High School (9-12)

Formerly known as AIPHS

746 Grand Ave | Oakland | CA 94610

E highschool@aimsk12.org

T 510-220-5044

F 510-519-5549

AIMS School Board Resolution

2024-2025 Title Funding Resolution for AIMS K-12 MIDDLE

Title I federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach proficiency on State academic achievement standards and academic assessments.

Title II federal program that increases student academic achievement through strategies such as improving teacher and principal quality. **Title II, Part A**, Supporting Effective Instruction is a federal categorical program contained in the Consolidated Application. The purpose of Title II, Part A is to Provide supplemental activities that strengthen the quality and effectiveness of teachers, principals, and other school leaders which includes: Increased student achievement consistent with the challenging state academic standards; Improve the quality and effectiveness of teachers, principals, and other school leaders; Increased the number of teachers, principals, and other leaders who are effective in improving student academic achievement in schools; and Provide low-income and minority students greater access to effective teachers, principals, and other school leaders.

Title III English Learner (EL) funds will be used to improve the education of English learners by assisting children to learn English and meet the challenging State academic standards, as described in 20 United States Code (U.S.C.) 6825(a) of federal statute.

Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local

AIMS K-12 College Prep Charter District



AIMS College Prep Elementary (K-8)

AIPCS II

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E highschool@aimsk12.org

T 510-220-5044

F 510-519-5549

educational agencies (LEAs) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student learning, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

Action: The Board will approve of Title I, II, III, and IV for the 2024-25 school year.

AIMS School Board Resolution

2024-2025 Title Funding Resolution for AIMS K-12 High School

Title I federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach proficiency on State academic achievement standards and academic assessments.

Title II federal program that increases student academic achievement through strategies such as improving teacher and principal quality. **Title II, Part A**, Supporting Effective Instruction is a federal categorical program contained in the Consolidated Application. The purpose of Title II, Part A is to Provide supplemental activities that strengthen the quality and effectiveness of teachers, principals, and other school leaders which includes: Increased student achievement consistent with the challenging state academic standards; Improve the quality and effectiveness of teachers, principals, and other school leaders; Increased the number of teachers, principals, and other leaders who are effective in improving student academic achievement in schools; and Provide low-income and minority students greater access to effective teachers, principals, and other school leaders.

AIMS K-12 College Prep Charter District



AIMS College Prep Elementary (K-8)

AIPCS II

171 12th St | Oakland | CA 94607

E elementary@aimsk12.org

T 510-893-8701

F 510-893-0345

www.AIMSK12.org

AIMS College Prep Middle School (6-8)

Formerly known as AIPCS

171 12th St | Oakland | CA 94607

E middleschool@aimsk12.org

T 510-893-8701

F 510-893-0345

AIMS College Prep High School (9-12)

Formerly known as AIPHS

746 Grand Ave | Oakland | CA 94610

E highschool@aimsk12.org

T 510-220-5044

F 510-519-5549

Title III English Learner (EL) funds will be used to improve the education of English learners by assisting children to learn English and meet the challenging State academic standards, as described in 20 United States Code (U.S.C.) 6825(a) of federal statute.

Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local educational agencies (LEAs) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student learning, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

Action: The Board will approve of Title I, II, III, and IV for the 2024-25 school year.

Coversheet

Employee Contracts/ Extended Contracts Summer Board Approval

Section: V. Action Items
Item: Q. Employee Contracts/ Extended Contracts Summer Board Approval
Purpose: Vote
Submitted by:
Related Material:
Employeeeee Contracts: Extended Contracts Cover Letter.pdf
EMPLOYEE CONTRACTS_ EXTENDED WORK SUMMER BOARD APPROVAL (2).xlsx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Tiffany Tung
Position/Title: Program Compliance Director
Department: Program Compliance
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS Employee Contracts/ Extended Contracts Summer Board Approval
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

TYPE: EMPLOYEE CONTRACTS									
OBJECT	SITE LOCATION	RESOURCE	EMPLOYEE	FY23-24 POSITION TITLE	FTE FUNDED	FY23-24 SALARIES/WAGES	11/12 MONTH	CONTRACT TERM DATES	
2300	10	2300	Katema Ballentine	Chief Business Officer (CBO)	1	\$181,847.33	12	July 1, 2024 and shall end on June 30, 2028	

TYPE: EXTENDED CONTRACTS									
OBJECT	SITE LOCATION	RESOURCE	PROGRAM/DEPT	EMPLOYEE	POSITION TITLE	TYPE OF PAY	PAY FOR EXTENDED WORK	START DATE/END DATE OF WORK	
	020, 030, 040	6500	210	Nezha Abdelrahman	SpEd IA	Hourly	\$28.72 hourly	6/24/24- 6/28/24	
	020, 030, 040	6500	210	Tanya Neslon	SpEd IA	Hourly	\$36.99 hourly	7/8/24-7/26/24	
	30	7435	305	Yuan Mai	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
	30	7435	305	Brandon Phu	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
	30	7435	305	Rachael Kahn	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
	30	7435	305	Jenny Xui	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Elizabeth Householder	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	John Burrell	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Jonas Szajovic	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Kyle Bilorusky	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Jermishia Worley	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Ammnah Babikir	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Earl Campbell	Summer School Aide	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	30, 20	2600	320	Lionell Andrews	Summer School Aide	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Andrew Johnson	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Michael Dixon	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Rohit Krishnan	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Jordy Alonso	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Dajia Lovejoy	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Joseph Lyford	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3010	000	Justin Fletcher	Summer School Aide	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3214	000	Hershey Bautista	Summer Teacher	Hourly Rate	Hourly Rate	7/8/24-7/26/24	
1105	40	3214	000	Pamela DeLuca	Summer School Aide	Hourly Rate	Hourly Rate	7/8/24-7/26/24	

Coversheet

Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - HS

Section: V. Action Items
Item: R. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant
- HS
Purpose: Vote
Submitted by:
Related Material: Arts, Music and Instruction Materials (AMIM).pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS HS - AMIM Block Grant
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ \$275,000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS (AMIM) DISCRETIONARY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep High School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$275,000
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AB 185

Sec. 134. Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

- (1) Obtain standards-aligned professional development and instructional materials, in the following subject areas:
 - (A) Visual and performing arts.
 - (B) World languages.
 - (C) Mathematics.
 - (D) Science, including environmental literacy.
 - (E) English language arts, including early literacy.
 - (F) Ethnic studies.
 - (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
 - (H) Media literacy.
 - (I) Computer science.
 - (J) History-social science.
- (2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.
- (3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils’ home languages, to support pupils’ independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils’ home and community experiences and be available in English, pupils’ home language, or a combination of more than one language.
- (4) Operational costs, including but not limited, to retirement and health care cost increases.
- (5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

1. Standards-Aligned Instructional Materials and Professional Development

Planned Activity	Budgeted 2024-25
Respond EDU	\$19,307
Field Trips	\$45,000

Art Supplies	\$50,000
Music Teacher remaining salary/benefits	\$30,000
Total for this section:	\$144,307

2. Improving School Climate

Planned Activity	Budgeted 2024-25
Materials and Supplies	\$75,000
Science Fair Supplies	\$5,000
PBIS Platform/Training	\$6,000
Total for this section:	\$86,000

3. Diverse, Culturally Relevant and Multilingual Libraries

Planned Activity	Budgeted 2024-25
School Library	\$30,000
Total for this section:	\$30,000

4. Operational Costs

Planned Activity	Budgeted 2024-25

Total for this section:	

5. Costs Related to COVID-19

Planned Activity	Budgeted 2024-25
Health Supplies	\$3,300
Masks	\$4,950
CPR/First Aid	\$3,300
Total for this section:	\$11,550

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (1)	144,307
Subtotal Section (2)	\$86,000
Subtotal Section (3)	\$30,000
Subtotal Section (4)	
Subtotal Section (5)	\$11,550
Total for this section:	\$271,587

**Total planned expenditures by the LEA:
\$271,857**

Coversheet

Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - MS

Section: V. Action Items
Item: S. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - MS
Purpose: Vote
Submitted by:
Related Material: Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - MS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY24-25 - AIMS MS Arts, Music, & Instructional Materials Discretionary Blc
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 135,000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS (AMIM) DISCRETIONARY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep Middle School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$135,000
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AB 185

Sec. 134. Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

- (1) Obtain standards-aligned professional development and instructional materials, in the following subject areas:
 - (A) Visual and performing arts.
 - (B) World languages.
 - (C) Mathematics.
 - (D) Science, including environmental literacy.
 - (E) English language arts, including early literacy.
 - (F) Ethnic studies.
 - (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
 - (H) Media literacy.
 - (I) Computer science.
 - (J) History-social science.
- (2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.
- (3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils’ home languages, to support pupils’ independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils’ home and community experiences and be available in English, pupils’ home language, or a combination of more than one language.
- (4) Operational costs, including but not limited, to retirement and health care cost increases.
- (5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

1. Standards-Aligned Instructional Materials and Professional Development

Planned Activity	Budgeted 2024-25
Dictionary/thesaurus	\$3500
McGraw Hill Science Curriculum	\$10,157
Total for this section:	\$13,657

2. Improving School Climate

Planned Activity	Budgeted 2024-25
Field Trips for students	\$16,385
Classroom Materials & Supplies	\$20,000
Training on De-escalation Strategies & Restorative Justice Practices to improve school climate	\$15,353
Total for this section:	\$51,738

3. Diverse, Culturally Relevant and Multilingual Libraries

Planned Activity	Budgeted 2024-25
Classroom Libraries for Diverse Books and MultiLingual Text	\$15,000
Total for this section:	\$15,000

4. Operational Costs

Planned Activity	Budgeted 2024-25
Art teacher UPC: ARTCH0004	\$34,605

Total for this section:	\$34,605
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5. Costs Related to COVID-19

Planned Activity	Budgeted 2024-25
Hand Sanitizer / Disinfectant Wipes/ Disposable Wipes	10,000
Broom and Dustpan	3,000
Whiteboard Cleaner and Erasers/Microfiber Cloths	4,000
First Aid Kits	\$3,000
Total for this section:	\$20,000

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (1)	\$13,657
Subtotal Section (2)	\$51,738
Subtotal Section (3)	\$15,000
Subtotal Section (4)	\$34,605
Subtotal Section (5)	\$20,000
Total for this section:	\$135,000

Total planned expenditures by the LEA:
\$135,000

104647

Coversheet

Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - AIPCS II

Section: V. Action Items
Item: T. Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - AIPCS II
Purpose: Vote
Submitted by:
Related Material: Arts, Music and Instruction Materials (AMIM) Discretionary Block Grant - AIPCS II.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY24-25 - AIPCS II Arts, Music, & Instructional Materials Discretionary Blo
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 380,000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS (AMIM) DISCRETIONARY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
American Indian Public Charter School II	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$380,000
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AB 185

Sec. 134. Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

- (1) Obtain standards-aligned professional development and instructional materials, in the following subject areas:
 - (A) Visual and performing arts.
 - (B) World languages.
 - (C) Mathematics.
 - (D) Science, including environmental literacy.
 - (E) English language arts, including early literacy.
 - (F) Ethnic studies.
 - (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
 - (H) Media literacy.
 - (I) Computer science.
 - (J) History-social science.
- (2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.
- (3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils’ home languages, to support pupils’ independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils’ home and community experiences and be available in English, pupils’ home language, or a combination of more than one language.
- (4) Operational costs, including but not limited, to retirement and health care cost increases.
- (5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

1. Standards-Aligned Instructional Materials and Professional Development

Planned Activity	Budgeted 2024-25
Respond EDU	\$29,253

NWEA	\$19,370
Professional Development	\$83,330
CPR/First Aid	\$2240
Total for this section: \$134,193	

2. Improving School Climate

Planned Activity	Budgeted 2024-25
Field Trips for students	50,000
Classroom Materials & Supplies	\$55,081
Total for this section: \$105,081	

3. Diverse, Culturally Relevant and Multilingual Libraries

Planned Activity	Budgeted 2024-25
Total for this section:	

4. Operational Costs

Planned Activity	Budgeted 2024-25
Art teacher UPC: ARTCH0004, ARTCH0003	\$124,183
Music Teacher Benefits: MUTCH0004	\$8542

Total for this section:	\$132,725

5. Costs Related to COVID-19

Planned Activity	Budgeted 2024-25
Health Supplies	\$3,201
Masks	\$4800
Total for this section:	8001

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (1)	\$134193
Subtotal Section (2)	\$105081
Subtotal Section (3)	
Subtotal Section (4)	\$132,725
Subtotal Section (5)	\$8001
Total for this section:	\$380,000

Total planned expenditures by the LEA:
\$380,000

Coversheet

Local Control and Accountability Plan (LCAP) 2024-25 AIMS

Section: V. Action Items
Item: U. Local Control and Accountability Plan (LCAP) 2024-25 AIMS
Purpose: Vote
Submitted by:
Related Material: LCAP Local Indicators - AIMS MS, AIPCS II, AIMS HS.pdf
LCAP 2024-25 AIMS MS.pdf
LCAP - AIMS HS 2025-2025.pdf
AIPCS II - LCAP 2024-2025.docx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: LCAP Local Indicators - AIMS MS, AIPCS II, AIMS HS
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:
N/A

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): 6/30/24

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS College Prep Middle School 2024-2025 LCAP
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY):6/30/24

Financial Information (if applicable):

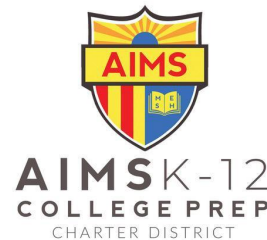
Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

Local Control and Accountability Plan

2024-2025 LCAP

AIMS College Prep Middle School

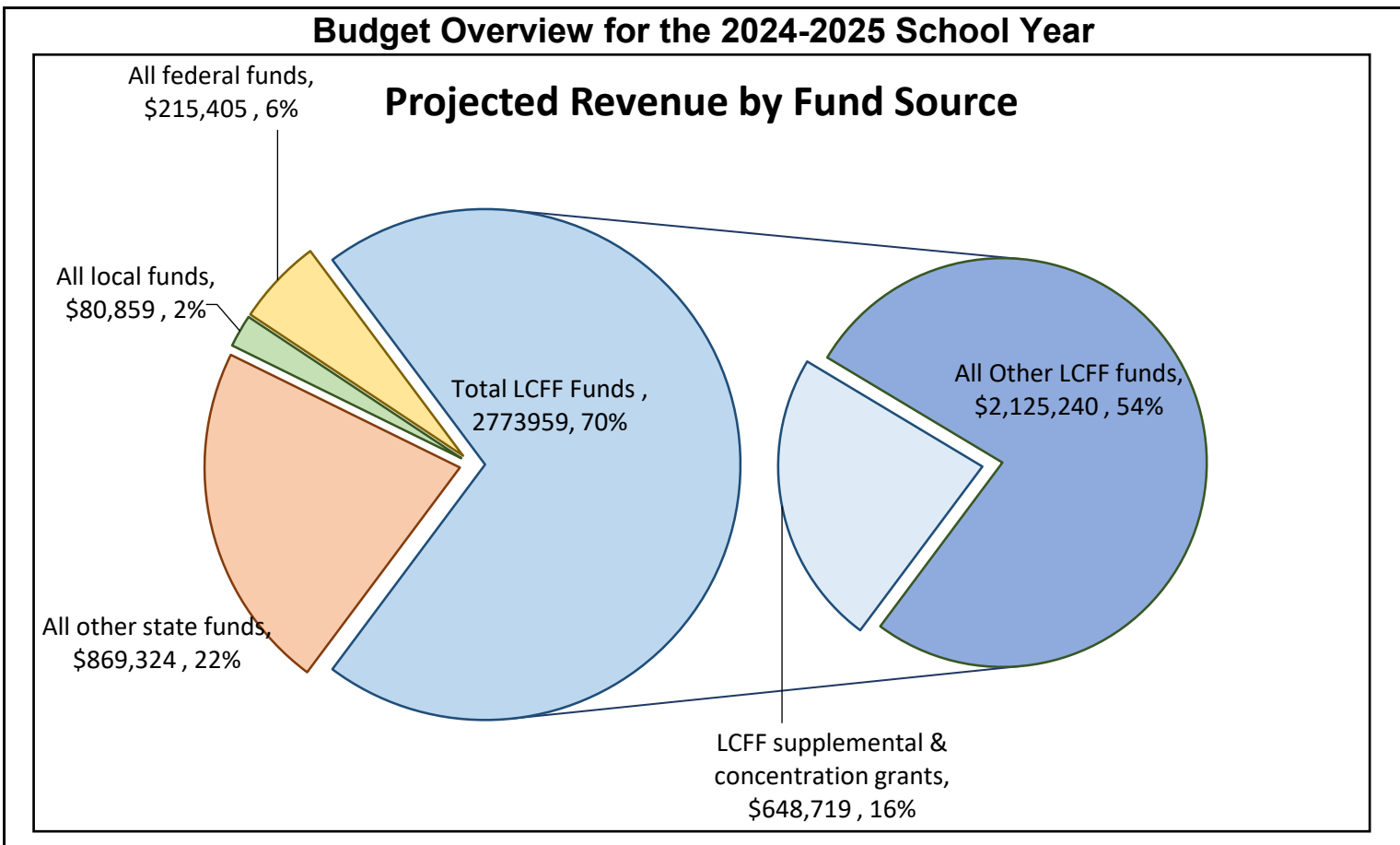
1. LCFF Budget Overview for Parents
2. 2023–24 LCAP Annual Update
3. Plan Summary
4. Engaging Educational Partners
5. Goals and Actions
6. Increased or Improved Services for Foster Youth, English Learners, and Low-income students
7. Action Tables
8. Instructions



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: AIMS College Prep Middle School
 CDS Code: 01-61259-6113807
 School Year: 2024-2025
 LEA contact information: Natalie Glass

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

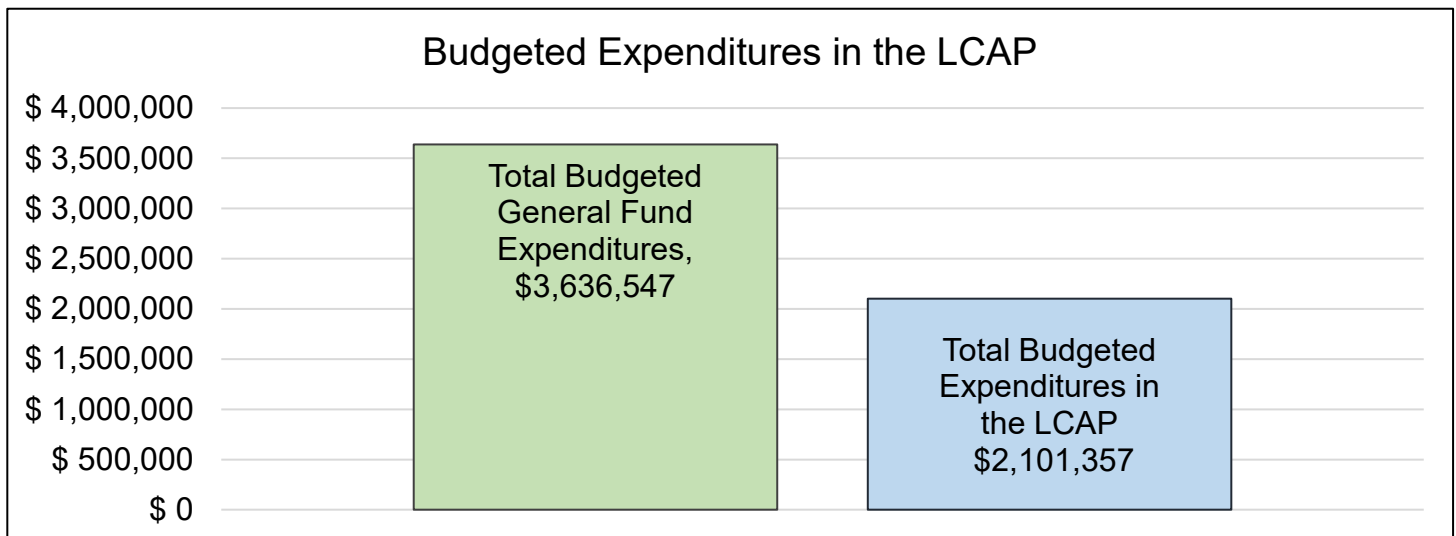


This chart shows the total general purpose revenue AIMS College Prep Middle School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for AIMS College Prep Middle School is \$3,939,547.00, of which \$2,773,959.00 is Local Control Funding Formula (LCFF), \$869,324.00 is other state funds, \$80,859.00 is local funds, and \$215,405.00 is federal funds. Of the \$2,773,959.00 in LCFF Funds, \$648,719.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much AIMS College Prep Middle School plans to spend for 2024-2025. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: AIMS College Prep Middle School plans to spend \$3,636,547.27 for the 2024-2025 school year. Of that amount, \$2,101,357.49 is tied to actions/services in the LCAP and \$1,535,189.78 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Some of the General Fund Budget Expenditures for next year that are not described in the LCAP include: facilities, CMO expenses, vendors and staff that are not directly tied to actions in the LCAP, expenditures put towards the school's reserves, and the fund balance.

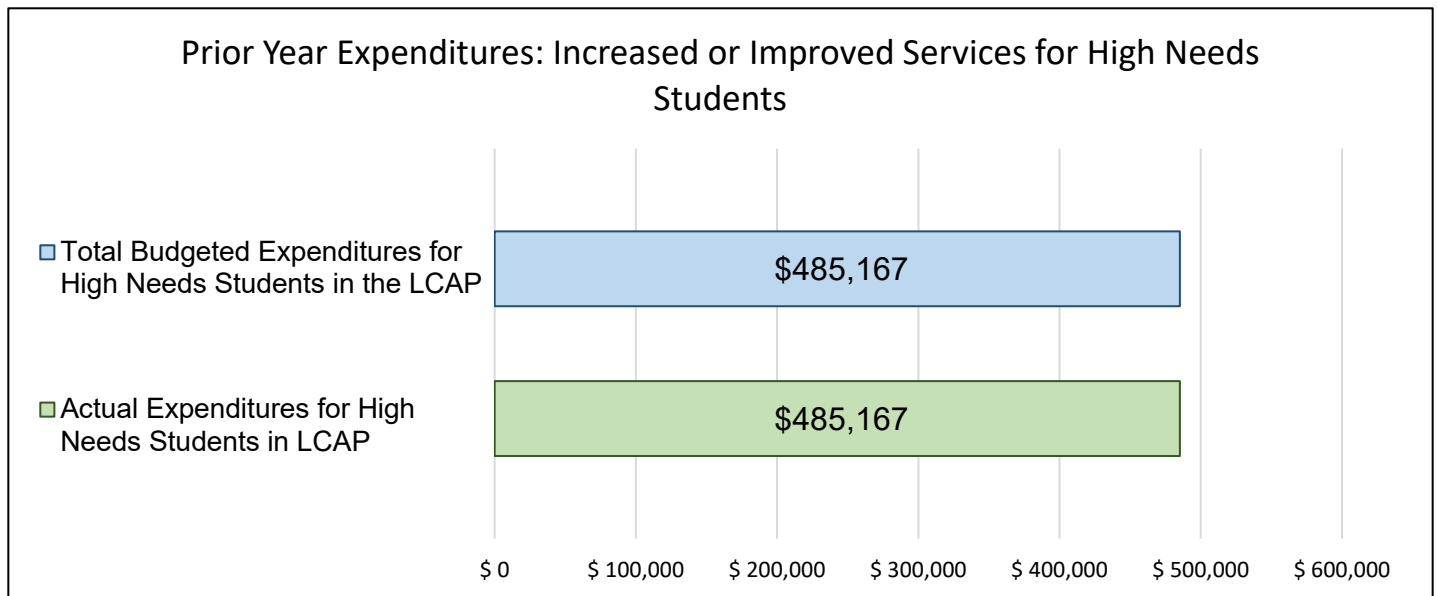
Increased or Improved Services for High Needs Students in the LCAP for the 2024-2025 School Year

In 2024-2025, AIMS College Prep Middle School is projecting it will receive \$648,719.00 based on the enrollment of foster youth, English learner, and low-income students. AIMS College Prep Middle School must describe how it intends to increase or improve services for high needs students in the LCAP. AIMS College Prep Middle School plans to spend \$638,825.00 towards meeting this requirement, as described in the LCAP. The additional improved services described in the plan include the following:

[Respond to the prompt here; if there is no prompt, a response is not required.]

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-2024



This chart compares what AIMS College Prep Middle School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what AIMS College Prep Middle School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-2024, AIMS College Prep Middle School's LCAP budgeted \$485,167.00 for planned actions to increase or improve services for high needs students. AIMS College Prep Middle School actually spent \$485,167.00 for actions to increase or improve services for high needs students in 2023-2024.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School (AIMS MS)	Natalie Glass, Director of Schools	natalie.glass@aims12.org 510-893-8701

Goals and Actions

Goal 1

Goal #	Description
[Goal #1]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
California Assessment of Student Performance and Progress: Mathematics	55% of all students will reach proficiency in mathematics or higher	46% proficient of all students reached proficiency in mathematics or higher	41.66% Proficient	45.07% *2022-2023 Scores*	65% of all students will reach proficiency in mathematics or higher
California Assessment of Student Performance and Progress: ELA	40% of all students will reach proficiency in English Language Arts or higher	55% proficient	38% Proficient	45.07% *2022-2023 Scores*	55% of all students will reach proficiency in English Language Arts or higher

California Assessment of Student Performance and Progress: Mathematics- Students w/ Disabilities	Due to factors surrounding the novel coronavirus (COVID-19) pandemic, testing participation in 2020–21 varied. Small Sample Size to Report	16.67% proficient of students w/ disabilities reached proficiency in mathematics or higher	0%	N/A Fewer than 11 reported results	30% of students w/ disabilities will reach proficiency in mathematics or higher
California Assessment of Student Performance and Progress: ELA- Students w/ Disabilities	Due to factors surrounding the novel coronavirus (COVID-19) pandemic, testing participation in 2020–21 varied. Small Sample Size to Report	25% proficient	14% proficient	13.33% *2022-2023 Scores*	35% of students with disabilities will reach proficiency in English Language Arts or higher
California Assessment of Student Performance and Progress Science	40% of all students will reach proficiency in Science or higher	36% proficient	12% Proficient	12.16% *2022-2023 Scores*	60% of all students will reach proficiency in Science or higher
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 30% Progressed at least one ELPAC Level	2021-2022 ELPAC Year, 34% Progressed at least one ELPAC Level	2022-2023 66% progressed at least one ELPAC level	2022-2023 66% progressed at least one ELPAC level	2023-24 50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 10%	2021-2022 English Learner Reclassification rate 3%	2022-2023 16% Reclassification rate	2023-2024 30% Reclassification rate	2023-24 25% Reclassification rate

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Throughout the planning and implementation phases, we noticed some small but notable differences in our intended actions and their actual execution in goals. To address unduplicated students, more was spent on procuring textbook and supplemental curriculum items, ELD curriculum, and materials and supplies. LEA ensured that classrooms were taught by qualified Instructional development and support to ensure high-quality classroom instruction from qualified teachers.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

More was spent on textbooks and supplemental materials, ELD curriculum and supplies based on advances in technology to support EL learners and maintained in instructions materials and supplies.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The actions addressed specific groups of learners and captured the needs of teachers to create cohesive classroom learning environments.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Adequate support accounted for to address all learners' access to curriculum and instructional materials.

Goal 2

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

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	62.5% of teachers are appropriately credentialed and assigned.	81.13% of teachers are appropriately credentialed and assigned.	58.33% of teachers are appropriately credentialed and assigned.	73.34% of teachers are appropriately credentialed and assigned. Year 3 reported data obtained from CalSAAS 2023-2024 Summary findings.	87% of teachers are appropriately credentialed and assigned.
Teacher misassignment	37.5% of teacher misassignment CALSAAS Summary findings used.	23.52% of teacher misassignment CALSAAS Summary findings used.	41.66% of teacher misassignment Year 3 is an estimate; CALSAAS reporting is not yet available for calculation.	26.66% of teacher misassignment. Year 3 reported data obtained from 2023-2024 CalSAAS Summary findings.	13% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs	95% Staff attendance for PDs	90% Staff attendance for PDs	95% Staff attendance for PDs	At least 95% of the staff will attend professional development when it occurs

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The administrative staff is identified as administrators, teachers, admin support, and others qualified and credentialed, to lead classroom instruction. Initiatives include a focus on College Bound instruction and staff, interventions such as Saturday school, summer school, winter intervention, student tutors, addressing SPED staff and supplies, ELD coordinator, and professional development.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

LEA expended budgeted amounts accounting for staff hired later in the academic year. This includes SPED staff, materials and supplies. LEA spent more on projected individuals accounting for the internal movement of individuals to fill vacancies.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

All actions addressed the overall goal of addressing instruction, development, and other support.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The 100% goal for correctly assigned and credentialed teachers was modified in light of continuing Bay Area-wide teacher shortages and turnover. AIMS has made progress in realizing gains to move us out of Williams Assignment Monitoring. Effective the 2022-2023 Academic Year, AIMS added a senior level Credential Analyst to advise all prospective and employed teachers, gained approval for CTC Online recommendation access for teaching and English Learner Permits, increased the number of MOUs with teacher preparation programs to 8, and conducted regular meetings with Site Administrators to confer and consult regarding placing and monitoring assignments and credential status updates. Deficits in assignment monitoring understanding and credential program guidance are being remedied.

Goal 3

Goal #	Description
[Goal #3]	Measurement of Data: Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formative Assessment - Scholastic Math Inventory (SMI)	50% of students will be at grade the grade level proficiency	51% of students were at grade level proficiency	49% of students were at grade level proficiency	56% of students were at grade level proficiency	70% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	40% of students will be at grade the grade level proficiency	59% of students were at grade level proficiency	49% of students were at grade level proficiency	53% of students were at grade level proficiency	60 % of students will be at grade the grade level proficiency
Illuminate Math	Each 6-8 grade level will have a proficiency rate of at least 50% or above	N/A	28.6% of students were at grade level proficiency	N/A	Each grade level will have a proficiency rate of at least 55%
Illuminate ELA	Each 6-8 grade level will have a proficiency rate of at least 45% or above	N/A	39.5% of students were at grade level proficiency	N/A	Each grade level will have a proficiency rate of at least 55%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Data wide assessment and data platforms were implemented to support stakeholder access to information and progress monitoring at district, site, teacher, parent and student level.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Increased expenditure on district -wide assessment and data platform as well as scholastic mathematics and reading platforms to gauge student growth on a quarterly basis.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

This goal ensured students were consistently assessed on progression ELA and Mathematics. The information was used to gauge and direct classroom instruction.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

HMH provides quarterly assessments of student progress that are now to be integrated in NEWA services.

Goal 4

Goal #	Description
[Goal #4]	School Culture and Climate: Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate	95% ADA	95.62% ADA	92.96% ADA	94.86% ADA	97.5% ADA

School Survey - Question regarding Safety	Student Response : 80% Family Response: 80%	Student Response : 89.7% Family Response: 98.7%	Student Response : 68.72% Family Response: 90.24	Student Response : 43% Family Response: 79% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	Student Response: 85% Family Response: 85%
Family Survey - Question regarding High Expectations	Family Response: 85%	Family Response: 94.7%	Family Response: 90.24	Family Response: 89% strongly agree or agree Source California School Parent Survey (CSPS)	Family Response: 90%
Student Survey Student - Caring Relationships	Student Survey Response: 80%	Student Survey Response: 89.8%	Student Survey Response: 74.89%	Student Survey Response: 60%	Student Survey Response: 85%
Percent of students in grades 6th-8th, receiving social emotional counseling, who reported an increased sense of connection and belonging.	No baseline data available (this data has not been previously collected)	This data has not been previously collected.	12/21: 57%	N/A	70 % of students who received counseling will report an increased sense of connection and belonging. (Note: the desired outcome may be adjusted to reflect Year 2 Outcome).
School Wide Suspension Rate	School Wide Suspension Rate 5%	School Wide Suspension Rate 2.2%	School Wide Suspension Rate 5.53%	School Wide Suspension Rate 2%	< 3%

School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2021-2022 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2022-2023 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2022-2023 the facility received Good rating on the Facilities Inspection Tool	The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above	71% Positive Response	71% Positive Response	N/A	Positive Response of at least 75% or above

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The action goal is to provide students and families with appropriate health services interventions to be healthy and be able to learn. Our goal is to provide a positive, safe, and comfortable environment where students and teachers focus on teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community via pedagogy, and classroom management.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

This goal addresses culture and climate encompassing Saturday, winter and spring interventions, SEL coordinators and curriculum, Health coordinators and other instructional items to ensure the school functions in a culturally responsive manner.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Actions ensure all students receive access to progress monitoring tools, addressed underserved groups (EL and SPED), access to technology such as Chromebooks and supplemental learning platforms, school culture enhancements, events and a clean, safe and welcoming environment.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no additional changes planned toward this goal.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

2023–24 Local Control and Accountability Plan Annual Update Instructions Page 1 of 3

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- o Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - o As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 3,277,368.07	\$ 3,249,003.34

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Textbooks and Supplemental Curriculum, and Individual Online Learning Platforms	No	\$ 17,226	\$ 20,072
1	2	VAPA-Visual Performing Arts Department Resources	No	\$ 32,000	\$ 14,000
1	3	Instructional Materials	No	\$ 4,000	\$ 4,000
1	4	ELD Curriculum, ELD Field Trips, Supplies and Materials	Yes	\$ 4,000	\$ 5,000
2	1	Administrative Staff	No	\$ 167,108	\$ 244,948
2	2	Teachers, Substitutes	No	\$ 994,676	\$ 1,000,090
2	3	School Supplies and Uniforms	No	\$ 18,000	\$ -
2	4	Professional Development and Coaching	Yes	\$ 32,707	\$ 85,159
2	5	Support Staff	No	\$ 87,859	\$ 93,876
2	6	College Bound Kids	No	\$ 11,015	\$ 7,870
2	7	Saturday Intervention Enrichment School, Students Tutors, Summer Intervention, Winter Intervention, Spring and Thanksgiving Intervention, Program Coordinator Staffing and Supplies	Yes	\$ 112,673	\$ 112,673
2	8	EI Dorado SELPA Agreement	Yes	\$ 36,453	\$ 37,798
2	9	SpEd Staff and Supplies and Materials for SpEd students (State SPED)	Yes	\$ 201,868	\$ 114,600
2	10	Academic Counselor, Student Activity Coordinator	No	\$ 34,675	\$ 51,160
2	11	ELD Coordinator	Yes	\$ 37,386	\$ 40,785
3	1	District-Wide Assessments & Data Platforms	No	\$ -	\$ 2,067
3	2	HMH Math Inventory/HMH Scholastic Reading	No	\$ 3,000	\$ 10,903
4	1	AIMS K-12 College Prep Charter District CMO	No	\$ 670,038	\$ 670,038
4	2	Socioemotional Counselor Mental Health	Yes	\$ 43,342	\$ 10,000
4	3	Health Coordinator	No	\$ -	\$ 10,200
4	4	Community Liaison and Parent Engagement	No	\$ 26,973	\$ 141,621

4	5	Healthy and Nutritious Meals, Child Nutrition &	No	\$	85,932	\$	26,687
4	6	Custodial Staff, Facility Maintenance & Utilities	No	\$	286,683	\$	250,000
4	7	AIMS Athletic Department and Clubs	No	\$	58,586	\$	58,586
4	8	Oakland Enrolls / Schoolmint / PowerSchool -	No	\$	20,000	\$	5,712
4	9	Public Transportation Support to Vulnerable	Yes	\$	-	\$	6,472
4	10	IT Services / IT Maintenance	No	\$	5,000	\$	2,448
4	11	Computer / School Furniture Inventory	No	\$	25,000	\$	6,585
4	12	Campus Security / Bell System Enhancements	No	\$	-	\$	7,521
4	13	Experiential Learning / Field Trip Opportunities	No	\$	23,000	\$	20,000
4	14	After School & Enrichment / Extracurricular	No	\$	203,279	\$	160,000
4	15	Teacher Appreciation (No Cost)	No	\$	-	\$	-
4	16	School Culture Enhancements/ SEL	Yes	\$	-	\$	6,700
4	17	Student Events	No	\$	8,475	\$	3,363
4	18	District Oversight Fee	No	\$	26,414	\$	18,069

2023-2024 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$ -	\$ 478,969	\$ -	\$ 478,969	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Textbooks and Supplemental Curriculum, and Individual Online Learning Platforms	Yes	\$ 13,226		0.00%	0.00%
1	2	VAPA-Visual Performing Arts Department Resources	No	\$ -	\$ -	0.00%	0.00%
1	3	Instructional Materials	Yes	\$ -		0.00%	0.00%
1	4	ELD Curriculum, ELD Field Trips, Supplies and Materials	Yes	\$ 4,000		0.00%	0.00%
2	1	Administrative Staff	Yes	\$ 167,108		0.00%	0.00%
2	2	Teachers, Substitutes	No	\$ -	\$ -	0.00%	0.00%
2	3	School Supplies and Uniforms	No	\$ -	\$ -	0.00%	0.00%
2	4	Professional Development and Coaching	Yes	\$ 24,000		0.00%	0.00%
2	5	Support Staff	Yes	\$ 87,859		0.00%	0.00%
2	6	College Bound Kids	Yes	\$ 11,015		0.00%	0.00%
2	7	Saturday Intervention Enrichment School, Students Tutors, Summer Intervention, Winter Intervention, Spring and Thanksgiving Intervention, Program Coordinator Staffing and Supplies	Yes	\$ -		0.00%	0.00%
2	8	El Dorado SELPA Agreement	Yes	\$ -		0.00%	0.00%
2	9	SpEd Staff and Supplies and Materials for SpEd students (State SPED)	Yes	\$ -		0.00%	0.00%
2	10	Academic Counselor, Student Activity Coordinator	Yes	\$ -		0.00%	0.00%
2	11	ELD Coordinator	Yes	\$ 37,386		0.00%	0.00%
3	1	District-Wide Assessments & Data Platforms	Yes	\$ -		0.00%	0.00%
3	2	HMH Math Inventory/HMH Scholastic Reading	Yes	\$ -		0.00%	0.00%
4	1	AIMS K-12 College Prep Charter District CMO	No	\$ -	\$ -	0.00%	0.00%
4	2	Socioemotional Counselor Mental Health	Yes	\$ 43,342		0.00%	0.00%
4	3	Health Coordinator	Yes	\$ -		0.00%	0.00%
4	4	Community Liaison and Parent Engagement	Yes	\$ 26,973		0.00%	0.00%
4	5	Healthy and Nutritious Meals, Child Nutrition & Food	No	\$ -	\$ -	0.00%	0.00%
4	6	Custodial Staff, Facility Maintenance & Utilities	No	\$ -	\$ -	0.00%	0.00%
4	7	AIMS Athletic Department and Clubs	Yes	\$ 58,586		0.00%	0.00%
4	8	Oakland Enrolls / Schoolmint / PowerSchool -	No	\$ -	\$ -	0.00%	0.00%
4	9	Public Transportation Support to Vulnerable Student	Yes	\$ -		0.00%	0.00%
4	10	IT Services / IT Maintenance	No	\$ -	\$ -	0.00%	0.00%
4	11	Computer / School Furniture Inventory	No	\$ -	\$ -	0.00%	0.00%
4	12	Campus Security / Bell System Enhancements	No	\$ -	\$ -	0.00%	0.00%
4	13	Experiential Learning / Field Trip Opportunities	Yes	\$ -		0.00%	0.00%
4	14	After School & Enrichment / Extracurricular	Yes	\$ -		0.00%	0.00%
4	15	Teacher Appreciation (No Cost)	No	\$ -	\$ -	0.00%	0.00%
4	16	School Culture Enhancements/ SEL Curriculum/ No	Yes	\$ -		0.00%	0.00%
4	17	Student Events	Yes	\$ 5,475		0.00%	0.00%

4	18	District Oversight Fee	No	\$	-	\$	-	0.00%	0.00%
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2023-2024 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$ -	\$ -	0.00%	0.00%	\$ -	0.00%	0.00%	\$ -	0.00%

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School (AIMS MS)	Natalie Glass Director of Schools	natalie.glass@aimsk12.org

Plan Summary [2024-2025]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

AIMS College Prep Middle School (AIMS MS) is located in downtown Oakland. We serve 210 students. The school community prides itself on being family oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

AIMS Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post- secondary programs and become productive members of society

AIMS Credo The Family:

The Family: We are a family at AIM Schools

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

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

The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

AIMS Values At AIMS we value:

Excellence - Commitment to excellence in all that we do

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

Empathy - Recognition of dignity and worth of every human being Family and Community -

Building of family and community

Citizenship - Social awareness and justice that leads to action

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

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Based on the CAASPP results, we can see an overall decrease in both math and ELA. The decrease in ELA was significant, with 16.24%. The decrease in mathematics was minimal at 0.67% compared to the previous year. To note, these results are a comparison of the 2021-2022 CAASPP test and the 2022-2023 test. At the time of the submission of this report, the 2023-2024 CAASPP scores have not yet been released. In terms of our subgroups by race, SPED, Socioeconomically Disadvantaged, and ELL population, all subgroups faced a decline in ELA and math proficiency. Only the Asian subgroup showed an increase of 1% in mathematics.

For our local measurements, we used Scholastic Reading Inventory to determine the reading levels and Lexiles of our students. Students took the benchmark every quarter. Our AIMS Middle School students saw an overall decrease in Math and ELA compared to the previous year's scores. Our Asian subgroup was the only subgroup that showed an increase. With that, the Asian subgroup only showed a 1.0% increase and that was in mathematics. They saw a decrease in ELA of 10.38%. Our African American students had a decrease of 18.27% in ELA and 2% in mathematics. Our Hispanic students saw the largest decrease of 28% in ELA. They had a smaller decrease of 4.49% in mathematics. For our White subgroup, we had fewer than 11 student scores recorded, so no results were given for math or ELA.

Our SPED ELA proficiency went down by 11.67% while the SPED math proficiency wasn't able to be recorded with fewer than 11 students taking the test. For our socioeconomically disadvantaged students, we saw decreases of 9.44% and 1.47% in ELA and mathematics. Our English Language Learner population also suffered a decrease of 12.99% and 7.17% in ELA and mathematics.

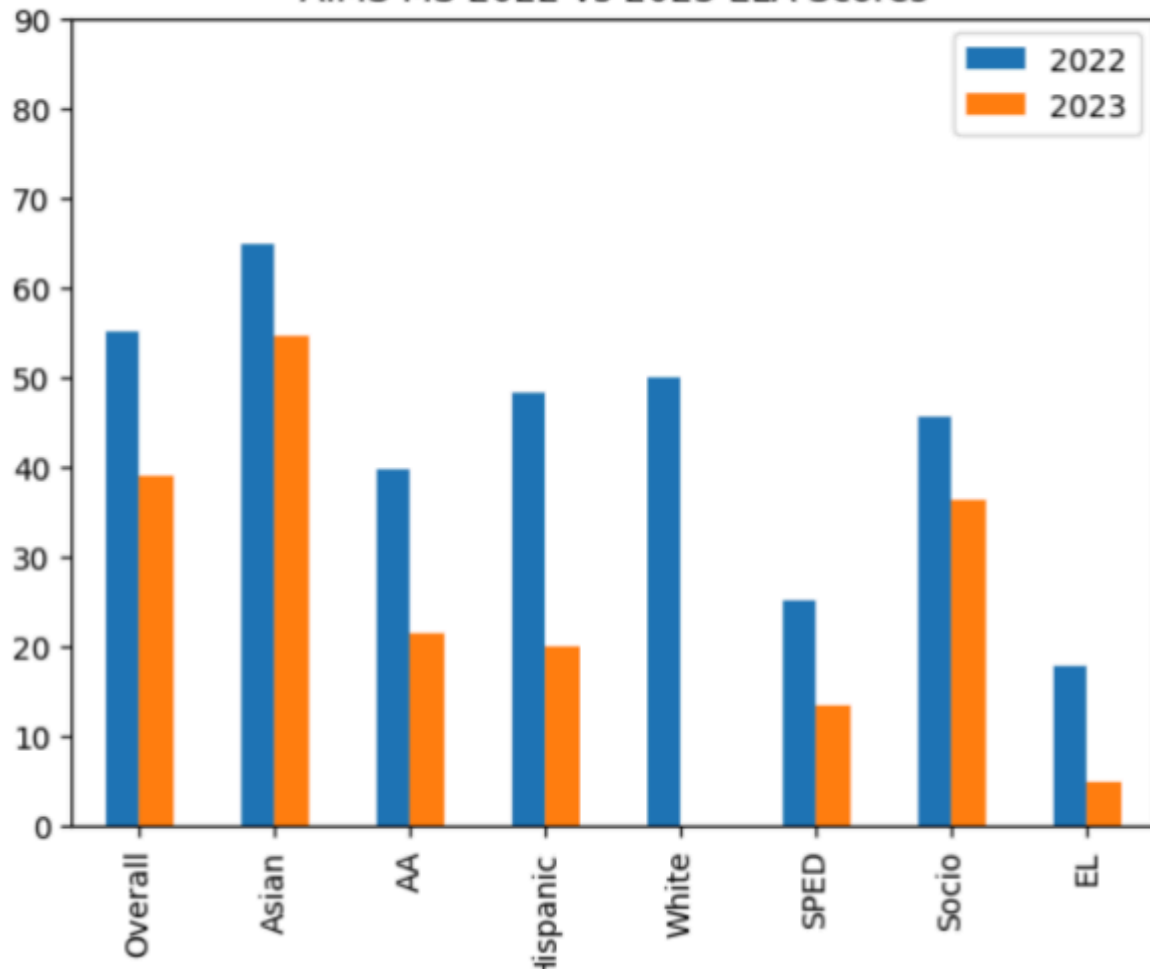
These significant decreases can be attributed to teacher turnover, having a high amount of substitutes in each class that were not long term, as well as administration turnover.

Image 1: 2021-2022 vs 2022-2023 CAASPP ELA Scores

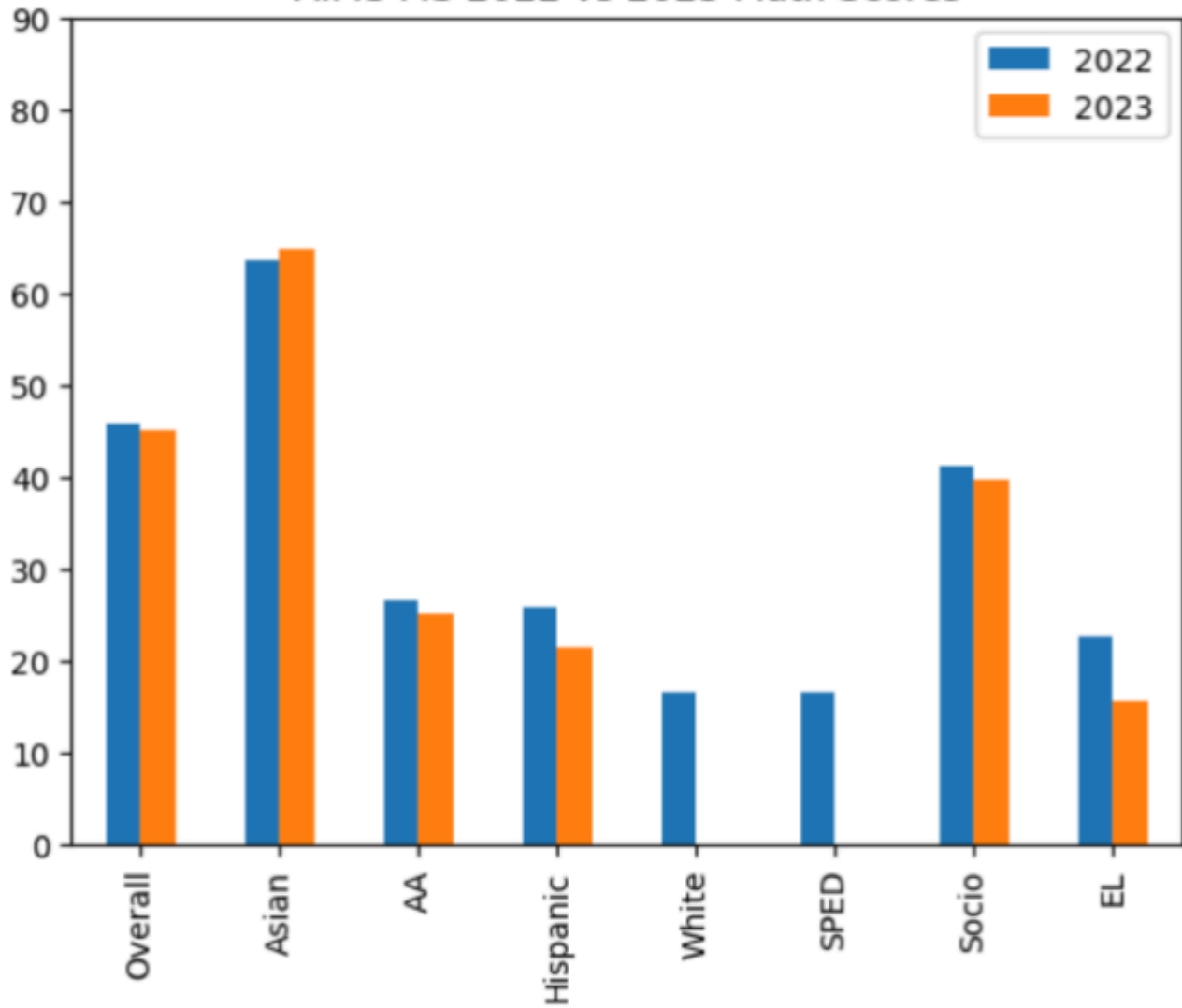
Image 2: 2021-2022 vs 2022-2023 CAASPP Mathematics Scores

Image 3: 2022-2023 vs 2023-2024 Scholastic Reading Inventory Scores

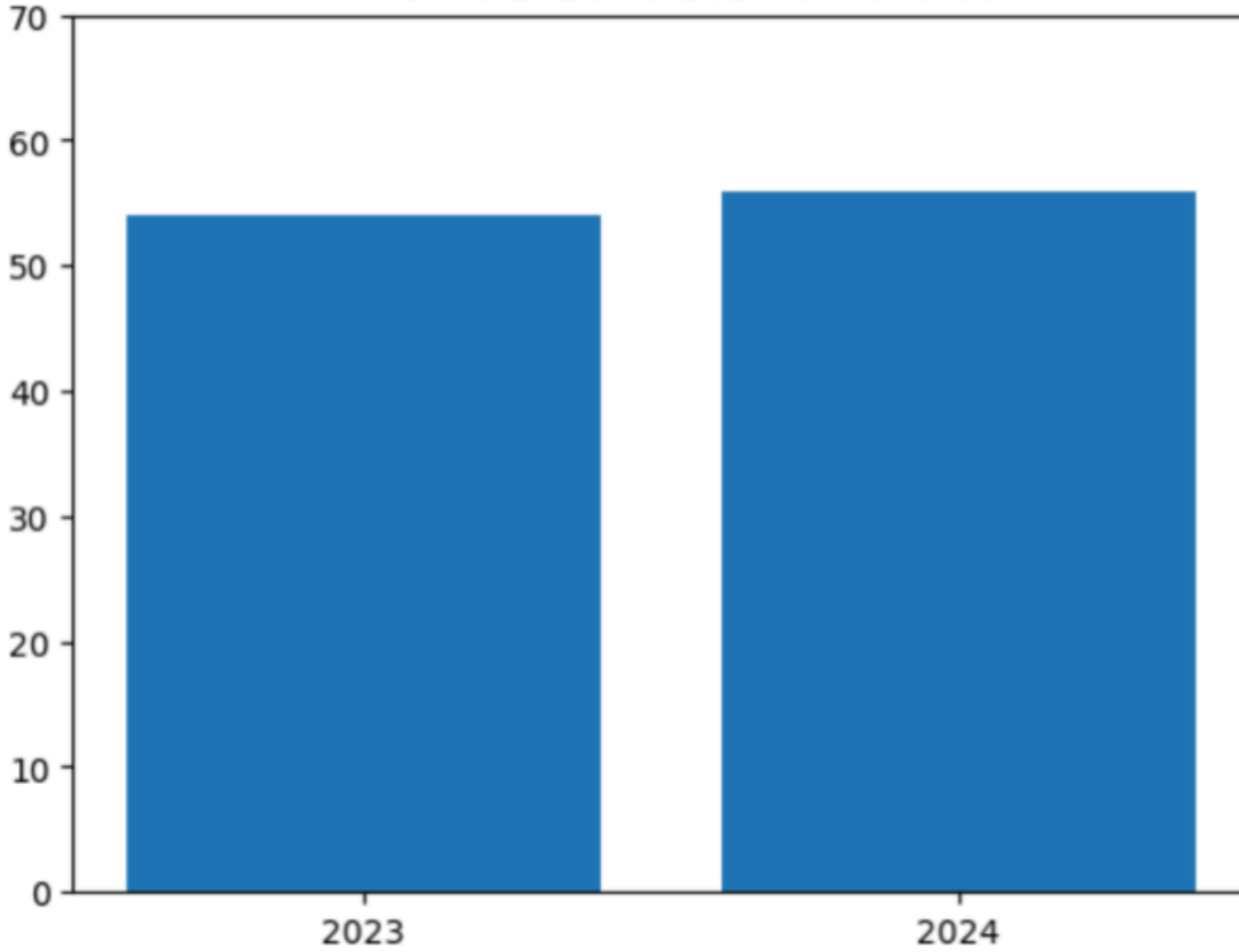
AIMS MS 2022 vs 2023 ELA Scores



AIMS MS 2022 vs 2023 Math Scores



AIMS MS 2023 vs 2024 SRI Scores



Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

N/A

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
All educational partners including teachers, staff, parents, students, community members, and the Board.	Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school’s academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP. In February 2024, there was amid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year.
Teachers, administrators, and other school personnel	In spring 2024, the school consulted with teachers and staff during the School Site Council to collect input for the development of the new 3-year LCAP. Every week we provide teachers with professional development and engage them in discussions ranging from instruction to student data to collecting feedback on school programs and plans.
[Identify applicable partner(s) or group(s) here]	[Describe the process for engaging the identified educational partner(s) here]
Parents, including parents of English learners, other unduplicated pupils, and students with disabilities	In spring 2024, the school consulted with parents during the School Site Council to collect input for the development of the new 3-year LCAP, as well as the English Learner Parent Advisory Committee, and via a survey on the school’s overall performance, activities, and programs, which informed the final version of the LCAP
Students	In spring 2024, the school consulted with students during a the School Site Council to collect input for the development of the LCAP.

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Feedback from partners is gathered through surveys, meetings, focus groups and participation in groups such as the School Site Council, Student Government Association, AIMS Parents United. Their input is analyzed to identify common themes, prioritize needs, and to

determine which initiatives align with district goals. The adopted LCAP reflects a consensus-driven approach that balances input with educational needs.

Students provide valuable insight into their educational experiences, including what programs and support systems are most effective for their learning. Their feedback leads to initiatives that prioritize student well-being, academic support, extra curricular activities and other aspects directly impacting their education. Pan SGA works directly with the student body, supports teachers and informs the Superintendent. Students are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Parents offer perspectives on their children's educational needs, concerns about the school and expectations for academic and personal growth. Their feedback shapes priorities related to family engagement, strategies between school and home and resources that support diverse student needs. Parents are recruited regularly to join the AIMS Parent Group that supports and volunteers in various capacities throughout the school year. They participate in and engage directly with the school community and local authorizers.

Teachers provide insight into curriculum effectiveness, instructional strategies, professional development needs and support services for students. Their feedback guides decisions on professional learning opportunities, classroom resources, and interventions tailored to improve teaching quality and student outcomes. Teachers (including T's and IA's) are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
[Goal # 1]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement. Teachers that deliver high-quality instruction through the implementation of State Standards. An achievement gap exists for at-risk students, including English Learners, Foster Youths, and Low Income Subgroups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
[Metric 1]	Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	[Insert outcome here]	[Insert outcome here]	100% of students have access to board adopted materials and instructional supplies	[Insert current difference from baseline here]

<p>[Metric # 2]</p>	<p>California Assessment of Student Performance and Progress - English Language Arts</p>	<p>40% of all students will reach proficiency in English Language Arts</p> <p>55% of our Asian population will reach proficiency in English Language Arts</p> <p>22% of our African American population will reach proficiency in English Language Arts</p> <p>20% of our Latinx population will reach proficiency in English Language Arts</p> <p>15% of our SPED population will reach proficiency in ELA</p> <p>10% of our English Language Learner population will reach proficiency in English Language Arts</p>	<p>[Insert outcome here]</p>	<p>[Insert outcome here]</p>	<p>55% of all students will reach proficiency in English Language Arts</p> <p>60% of our Asian population will reach proficiency in English Language Arts</p> <p>40% of our African American population will reach proficiency in English Language Arts</p> <p>40% of our Latinx population will reach proficiency in English Language Arts</p> <p>40% of our SPED population will reach proficiency in ELA</p> <p>40% of our English Language Learner population will reach proficiency in English Language Arts</p>	<p>[Insert current difference from baseline here]</p>
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[Metric # 3]	California Assessment of Student Performance and Progress - Mathematics	<p>45% of all students will reach proficiency in mathematics</p> <p>65% of our Asian population will reach proficiency in mathematics</p> <p>25% of our African American population will reach proficiency in mathematics</p> <p>22% of our Latinx population will reach proficiency in mathematics</p> <p>14% of our SPED population will reach proficiency in mathematics</p> <p>16% of our English Language Learner population will reach proficiency in mathematics</p>	[Insert outcome here]	[Insert outcome here]	<p>55% of all students will reach proficiency in mathematics</p> <p>67% of our Asian population will reach proficiency in mathematics</p> <p>35% of our African American population will reach proficiency in mathematics</p> <p>35% of our Latinx population will reach proficiency in mathematics</p> <p>35% of our SPED population will reach proficiency in mathematics</p> <p>35% of our English Language Learner population will reach proficiency in mathematics</p>	[Insert current difference from baseline here]
[Metric # 4]	California Assessment of Student Performance and Progress Science	12% of all students will reach proficiency in science			15% of all students will reach proficiency in science	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Approved curriculum (textbooks, online learning platforms)	Approved curriculum - will ensure that students have access to appropriate curriculum.	\$22,217	[Yes/No]
1.2	Supplemental Curriculum, Online Learning Platforms	Supplement curriculum Approved online learning programs to supplement learning and promote student success	\$4,735	[Yes/No]
1.3	Instructional Materials/Supplies	Instructional materials and supplies to implement curriculum-aligned instruction that includes learning tools, class materials, supplies, science lab, and other instructional materials. Classroom Supplies and materials Science Materials (Lab supplies/ perishable items based on labs)	\$8,000	[Yes/No]
1.4	Testing Supplies and Fees	Testing supplies to enhance and support SBAC/CAASPP preparations. [\$6460 - LREBG], [\$3240 - LCFF]	\$9,700	[Yes/No]

Insert or delete rows, as necessary.

Goal 2

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

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive. We make sure to

screen potential candidates and hire only those who are qualified to teach in an AIMS classroom. Our teachers go through weeks of professional development during the school year to ensure they are teaching up to our high standards.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome 24/25	Year 2 Outcome 25/26	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Appropriately credentialed and assigned teachers	73.34% CalSAAS 2022-2023 Summary	[Insert outcome/ here]	[Insert outcome here]	75% Appropriately credentialed and assigned teachers	[Insert current difference from baseline here]
Metric 2	Teacher misassignment	26.66% CalSAAS 2022-2023 Summary	[Insert outcome here]	[Insert outcome here]	25% Teacher misassignment	[Insert current difference from baseline here]
Metric 3	Percent of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	50% Percent of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	[Insert outcome here]	[Insert outcome here]	85% Percent of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrative Staff	Head of Academics (UPC: HOD0001) Director of Schools (UPC: DROS0001) Dean of Students (UPC: DOS0001)	\$123,504	No
2.2	Teachers	Appropriately assigned, trained, and credentialed Teachers will provide high quality instruction to all students using AIMS practices and data driven strategies. Teacher UPC: MIDTCH0001, MIDTCH0002, MIDTCH0004, MIDTCH0019, PETCH0001 PETCH0002, MIDTCH0006, MIDTCH0007, MIDTCH0009, MIDTCH0011, MIDTCH0012	\$690,257	No

2.3	Teacher Assistants	<p>Teacher Assistants - will support the teachers during instructional time. They will also promote a positive, proactive, professional, and efficient environment.</p> <p>Teacher Assistant UPC: TCHAST0004, TCHAST0003</p>	\$75,777	Yes
2.4	Instructional Aide	<p>Instructional Aids will provide regular and equitable instructional "push-in" and "pull-out" support to students. They will also provide and promote a positive, proactive, professional, and efficient environment.</p> <p>Instructional Aide UPC: IA0001</p>	\$24,383.49	Yes
2.5	Professional Development for Staff	<p>Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes.</p> <p>[LREBG]</p>	\$36,000	Yes
2.6	Instructional Coach	<p>Provides coaching, modeling instruction, lesson design, instructional delivery and assessment related to English language arts, English language development, social studies, science and math.</p>	\$13,218	
2.7	Teacher Supplies/Furniture	<p>Teaching supplies classroom and to support lesson planning and classroom ecosystem to align with instruction.</p>	11,140	
2.8	Food and Refreshments	<p>Food and refreshments for staff during professional development meetings to review student data, disaggregate data, strategize effective instructional implementation.</p>	\$1,000	
2.9	College Bound Kids Coordinator and Program	<p>College bound kids will provide youth with the guidance, support and encouragement to attain college goals.</p>	\$9,979	
2.10	Substitutes	<p>Substitute teachers will also provide temporary classroom coverage for absent teachers.</p>	\$165,000	
2.11	Teacher Induction Support	<p>The school will continue to provide an Induction Program for beginning teachers and interns.</p>	\$9,565.00	
2.12	Teacher Intern Support	<p>The school will continue to provide an intern support program</p>	\$4,000.00	

2.13	Instructor Permit Fees	The school will pay for instructor fees with California Teaching Credential (30-day permit, STSP, PIP)	\$800.00	
2.14	Saturday Academic School / Saturday Intervention	Saturday Academic School offers extra assistance with fundamental curriculum subjects [LREBG]	\$13,068	
2.15	Summer School, Intercession (Winter, Spring)	AIMS will provide enrichment programming and academic intervention and support during planned school breaks as well as before and after school for expanded learning opportunities. [LREBG]	\$13,303	
2.16	Supports for Students with Disabilities	Materials, supplies and/or Personnel to support special education program and students	\$18,039	

Insert or delete rows, as necessary.

Goal 3

Goal #	Description	Type of Goal
[Goal # 3]	Measurement of Data: Use of technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st-century learners and educators.	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS MS will continue to analyze and assess verifiable data that is norm-referenced for reporting to the state and our charter authorizer, as this information will help determine how best to mitigate any potential student learning loss. We will also use technology and various online

programs to track student performance data, share the data, and plan with it. We will administer assessments throughout the year to track all student's progress.

AIMS is a heavily data-based educational program. We have our own data department which is responsible for producing the data, sharing it with teachers, and training teachers on how to use data. We developed this goal because we want to ensure that all of our teachers are comfortable and knowledgeable when looking at data and planning for their students' success in the classroom. We believe that data-driven instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it. So this goal was created to help with that task.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Formative Assessment Math -NWEA (MAP)	Proficiency	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All Students	[Insert current difference baseline here]
Formative Assessment ELA -NWEA (MAP)	Proficiency	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All Students	[Insert current difference baseline here]
Unified Insights	50% Usage	50% of teachers have used Unified Insights to look at student data	[Insert outcome here]	[Insert outcome here]	60% of teachers have used Unified Insights to look at student data	[Insert current difference baseline here]
NWEA	N/A this will be a new program for 2024-2025	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using NWEA benchmark assessments	[Insert current difference baseline here]
Illuminate	80% usage	80% of students will be tested using Illuminate benchmark assessments	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using Illuminate Benchmark assessments	[Insert current difference baseline here]
RespondEDU	10% of teachers used RespondEDU	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	60% of teachers will use RESPOND EDU to create their lesson plans	[Insert current difference baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action # 3	Title	Description	Total Funds	Contributing
3.1	Unified Insights	AIMS will contract with a third-party entity to to collect, analyze, and report academic data for school improvement, monitor student student progress, analyze trends, and meet local, state, and federal reporting requirements	\$1,798	[Yes/No]
3.2	NWEA	NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter.	\$3,835	[Yes/No]
3.3	Illuminate	Illuminate is a standards-based assessment program. It allows us to create local assessments based on the pacing guides of the district	\$2,265	[Yes/No]
3.4	Respond Edu	Respond EDU is a standards-based lesson plan creation system that uses AI technology to help teachers execute the full lesson plan cycle	\$10,518	
3.5	Academic Counselors	Academic counselor will update grading system support UPC: ACOUNS0001, ACOUNS0002	\$21,384	

Insert or delete rows, as necessary.

Goal 4

Goal #	Description	Type of Goal
[Goal # 4]	School Culture and Climate: A clean, safe and positive environment that's based upon the principles of family and community, with increased parent engagement.	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

To provide students and families with appropriate health services interventions to be healthy and be able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students. COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. Our goal is to provide a positive, safe, and comfortable environment where students and teachers only need to worry about teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other’s background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for students of all races.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	School Survey - Question regarding Safety	Student Response : 43% Family Response: 79% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Student Response : 80% Family Response: 95% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert current difference from baseline here]

Metric 2	School Survey - Question regarding High Expectations	Student Response : 78% Family Response: 89% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Family Response: 95% strongly agree or agree Source California School Parent Survey (CSPS)	[Insert current difference from baseline here]
Metric 3	Student Survey Student - Caring Relationships	Student Survey Response: 60%	[Insert outcome here]	[Insert outcome here]	Student Survey Response: 80%	[Insert current difference from baseline here]
Metric 4	Percent of students in grade 6-8, receiving social emotional counseling, who reported an increased sense of connection and belonging.	55% Percent of students in grade 6-8, receiving social emotional counseling, who reported an increased sense of connection and belonging.	[Insert outcome here]	[Insert outcome here]	65% Percent of students in grade 6-8, receiving social emotional counseling, who reported an increased sense of connection and belonging	[Insert current difference from baseline here]
Metric 5	School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	[Insert outcome here]	[Insert outcome here]	School facility will be maintained and in good repair. The facility will receive Good rating on the Facilities Inspection Tool (FIT)	[Insert current difference from baseline here]
Metric 6	After school program participation	50 Students will participate in afterschool program	[Insert outcome here]	[Insert outcome here]	80 Students will participate in the afterschool program	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
[Action # 4.1]	Supporting Administrative Staff	Admin Assistant and clerk will support with day to day activities and ensure a positive environment (UPC: Admin Asst - ADMIN0002 FTE: 1, Clerk II - CLKII0001 FTE .52]	\$68,849	Yes

[Action # 4.2]	Community Liaison and Parent Engagement	<p>The AIMS Community Liaison helps lead the Family Advisory Council (FAC) and provides wrap-around support, voices, and engagement activities for all families.</p> <p>Community Liason also supports homeless and foster youth students</p> <p>Parent engagement such as Back to School Night, Open House, Town Hall Meetings.</p>	\$ 24,799	Yes
[Action # 4.3]	Health Coordinator & Health supplies	<p>Health Coordinator will help to provide basic assessment, support student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing the physical, mental, emotional, and social health needs, students will be supported in the learning process and poised for achievement.</p> <p>UPC: HLTCO0001 (LREBG)</p>	\$22,177	Yes
[Action # 4.4]	AIMS Athletic Department and Clubs (LCFF)	<p>The purpose of the AIMS Athletic Department is to aid in the academic, emotional, mental, and physical development of our scholar-athletes through the promotion of teamwork, leadership, sportsmanship, and organized athletic competition.</p> <p>Athletic Director, Assistant Athletic Director, Coach, Assistant Coach, entry fees, insurance, snacks, transportation, uniform, banquet</p>	\$58,586	Yes
[Action # 4.5]	ParentSquare (LCFF)	<p>ParentSquare is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. Parent Square also delivers secure documents and provides translation support in Chinese and Spanish languages.</p>	\$1,350	Yes
[Action # 4.6]	PowerSchool (SIS)	<p>PowerSchool is the Student Information System that is used to keep track of attendance, gradebook and student demographic information.</p>	\$3,665	
[Action # 4.7]	Oakland Enrolls / Avela	<p>AIMS has partnered with Oakland Enrolls since its inception in 2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.</p>	\$14,070	
[Action # 4.8]	Public Transportation Support to Vulnerable Student Populations (LCFF)	<p>AIMS will provide support to its most vulnerable student populations (low-income, homeless, foster care, etc.) by providing public transportation passes (clipper cards).</p>	No Cost	

[Action # 4.9]	Technology Services, Inventory Software and helpdesk	Technology service temp support to assist with updating inventory. Funds will be used to purchase inventory software and create a help desk to assist with computer/chromebook issues.	\$2978	
[Action # 4.10]	Campus Security / Bell System Enhancements (LCFF)	AIMS will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system. AIMS will also commit to an orderly pick up and dismissal system. AIMS will be in compliance with school safety procedures and will carry out monthly drills.	\$6,685	
[Action # 4.11]	Experiential Learning / Field Trip Opportunities	AIMS will commit funding to permit students to engage in educational and end of year field trips.	\$1000	
[Action # 4.12]	After School & Enrichment/Extracurricular Programs	AIMS will hold afterschool programs to promote student engagement.	\$203,279	
[Action # 4.13]	Teacher Appreciation	Different events and activities to show educator appreciation	\$1000	
[Action # 4.14]	Student Government Association	SGA The AIMS Student Government Association will provide opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.	\$1000	
[Action # 4.15]	Yearbook	AIMS will commit funding to the printing and distribution of The Yearbook, a student yearbook production.	\$1000	
[Action # 4.16]	No Bullying Schools Campaign	Restorative practices: assemblies and workshops	\$1000	
[Action # 4.17]	Student Uniforms	Navy Blue and White Polos, Sweaters, PE shirts and sweatpants, and other items needed to ensure that students are following the uniform dress code.	\$18,500	
[Action # 4.18]	Student Events	AIMS will have student events such as graduation, orientations, honor roll assemblies with incentives to promote positive school culture	\$1000	
[Action # 4.19]	Educational Stakeholders Surveys	Surveys from CalSCHLS Student Survey Teacher surveys California School Staff Survey (CSSS) Parent Survey	\$1000	

[Action # 4.20]	PBIS Incentives, Rewards and Events	AIMS will continue to implement Positive Behavior Intervention Support (PBIS) programs and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards. Together, with restorative justice practices, and curriculum, PBIS will help increase student attendance, maintain a low suspension rate, and promote a safe and positive learning environment.	\$1000	
[Action # 4.21]	GoGuardian	GoGuardian empowers staff with effective tools to create safe and engaging learning for every student. From digital guardrails to student safety support, we'll help you lay the foundation for learning to thrive.	\$2,030	
[Action # 4.22]	Vision to Learn MOU	Provide vision screening, eye examinations and glasses for students who need glasses	\$10,202	
4.23	Safe and Secure Facilities	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. Safety trainings and drills will be conducted for students and staff.	\$77,850	

Insert or delete rows, as necessary.

Goal 5

Goal #	Description	Type of Goal
[Goal #5]	<p>By the end of the 2024-2025 School Year, English learner (EL) students in grades 6–8 will:</p> <ul style="list-style-type: none"> » Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by teacher observations » 60% of these students will Increase proficiency in English by one level or more as measured by Summative ELPAC results » 40% or more of these students will be reclassified as Fluent English Proficient » 20% of these students will be meeting or exceeding standards in ELA 	Focus

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our LEA has developed an observable teaching goal in recognition that a prerequisite to increasing student learning outcomes is improving teaching performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the effects of improved teaching performance will show up over an extended time period.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	30% of observed teaching time with GLAD strategies	GLAD use observed 30% of teaching time	[Insert outcome here]	[Insert outcome here]	GLAD use observed 50% of teaching time	50%
Metric 2	English Learners making annual growth as measured by ELPAC annual growth data	41% of English Language Learners made at least one level progress based on ELPAC data	[Insert outcome here]	[Insert outcome here]	60% of English Language Learners made at least one level progress based on ELPAC data	19%
Metric 3	Rate of reclassification	30% of English Language Learners were reclassified in 2024	[Insert outcome here]	[Insert outcome here]	40% of English Language Learners will be reclassified as Fluent	10%
Metric 4	% meeting or exceeding ELA standards	10% of English Language Learners met or exceeded ELA standards	[Insert outcome here]	[Insert outcome here]	20% of English Language Learners in grades 3–8 will be meeting or exceeding standards in ELA	10%

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action # 5	Title	Description	Total Funds	Contributing
5.1	ELD Coordinator	ELD Coordinator/Manager will organize on-going training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.	\$13,443	Yes
5.2	ELD Teacher	ELD Teacher will provide regular, targeted instructional support to small intervention groups (of ELPAC level 1 and 2 EL students) and supplementary language curriculum support to level 3 students. ELD Coordinator will support ELD teacher with lesson planning to embed and implement ELD standards.	\$18,004	Yes
5.3	ELPAC Testing Expense	ELD Coordinator/Manager will create testing info cards, signage, review materials and other resources to improve testing process	\$345	Yes
5.4	ELD Software and Licensing	ELD Coordinator/Manager will maintain software licenses and devices for language-learning technology such as Rosetta Stone and ELD iPads	\$1,537	Yes

Insert or delete rows, as necessary.

Goal 6

Goal # 6	Description	Type of Goal
[Goal #6]	Chronic Absenteeism: Within three years, the district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness.	Broad

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)

An explanation of why the LEA has developed this goal.

California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement. Furthermore, student survey data indicates that 2% of low-income students in middle and high school participate in student clubs or leadership groups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Chronic Absenteeism Rate	24.7% Chronically Absent - Schoolwide AA: 30.9% A: 8.3% EL: 20.7 SED:22.2% H: 33.3% SWD: 31.8% MR: 54.5%	[Insert outcome here]	[Insert outcome here]	15% Chronically Absent - Schoolwide AA: 25% A: 6% EL: 15% SED:15% H: 25% SWD: 20% MR: 30%	[Insert current difference from baseline here]
Metric 2	Attendance Rate	94.86% ADA	[Insert outcome here]	[Insert outcome here]	ADA 95.5%	[Insert current difference from baseline here]
Metric 3	Suspension Rate	School Wide Suspension Rate 2%	[Insert outcome here]	[Insert outcome here]	School Wide Suspension Rate 2%	[Insert current difference from baseline here]
Metric 4	Percent of students receiving detention	35% of students will be given detention	[Insert outcome here]	[Insert outcome here]	30% of students will be given detention	[Insert current difference from baseline here]
Metric 5	Percent of Students Participating in a Student Club or Leadership Group	10% of students will participate in a Student Club or Leadership Group	[Insert outcome here]	[Insert outcome here]	20% of students will participate in a Student Club or Leadership Group	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action # 6	Title	Description	Total Funds	Contributing
[Action # 6.1]	Attendance incentives & rewards	To address CA Dashboard data on chronic absenteeism: African American, English Learners, Hispanic, Socioeconomically disadvantaged, and students with disabilities. AIMS will celebrate attendance, incentives and rewards to decrease chronic absenteeism and promote student engagement.	\$1000	[Yes/No]
[Action # 6.2]	Monthly attendance celebrations	To celebrate attendance, AIMS will hold monthly attendance events and celebrations to recognize students' attendance.	\$1000	[Yes/No]
[Action # 6.3]	Campus Supervisor	Will ensure that the campus is safe. Will also work with site leadership to re-engage students that are chronically absent - UPC: CAMP0002 FTE 0.51	\$26,267.94	[Yes/No]
[Action # 6.4]	Student Events for perfect attendance	Student Events for perfect attendance	\$1000	
[Action # 6.5]	Student Events Coordinator	The Student Activity Coordinator will maintain school events. UPC: STACT0001	\$10,734.59	
[Action # 6.6]	SEL Curriculum & Professional Development	Estimates based on CS. CharacterStrong will support school culture and climate, "The aim of education is to help young people be successful in their lives. Success can include metrics like academic growth, college & career readiness, and overall life satisfaction. In the pursuit of achieving these goals, there are 3 outcomes that serve as the foundation upon which student success is built" - CharacterStrong	\$7,000	
[Action # 6.7]	SEL Counselor	Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health. UPC: COUNS0001	\$18,448	

Insert or delete rows, as necessary.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
[\$[Insert dollar amount here]]	[\$[Insert dollar amount here]]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	0%	\$0	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 - Actions 1.1-1.4	Ensure all subgroups have the curriculum and supplies needed to engage in learning	Most of our students fall under the unduplicated subgroup, and the actions address access to curriculum and supplemental curriculum bridging the learning gap, classroom materials and supplies and testing materials	Approved curriculum, CAASPP, Classroom supplies/ science materials, testing supplies and fees

<p>Goal 2 - Actions 2.1 - 2.17</p>	<p>Ensuring students have properly credentialed teachers/ teachers have tools to properly administer instruction</p>	<p>Adequate and properly credentialed campus supports for unduplicated and underserved student groups encompass a comprehensive approach. This includes ensuring all administrative staff, teachers, teacher assistants, intervention aides, instructional coaches, college and career coordinators, substitutes, and support personnel such as induction/inter/permit support are fully staffed and trained. Additionally, provisions for Saturday academic intervention, winter intersession/summer school opportunities, professional development, and sufficient SPED supplies and personnel are essential to meet the diverse needs of these student groups effectively.</p>	<p>The metrics to monitor effectiveness can be achieved by ensuring teachers are appropriately credentialed and assigned, minimizing teacher mis-assignments, and increasing the percentage of teachers participating in professional development that they find positively impacts their instructional practices.</p>
<p>Goal 3 - Actions 3.1 - 3.5</p>	<p>AIMS utilizes data-based educational programs to analyze and assess verifiable data and trains teachers on how to use data to inform instructional practices.</p>	<p>We believe that data-driven instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it.</p>	<p>Formative assessments in Math and ELA to gauge student proficiency, Unified Insight for school wide data collection and to identify trends, NWEA Benchmark assessments, Illuminate Benchmarks, and Respond EDU used by teachers to create lesson plans and academic counselors.</p>

<p>Goal 4 - Actions 4.1 - 4.22</p>	<p>Fostering a positive school culture and climate for students involves prioritizing their voice and choice through community liaison efforts and engaging parents actively. This includes ensuring access to appropriate health services and interventions, offering sports and clubs to promote teamwork, leadership, and sportsmanship, and effectively communicating with families in their preferred languages to enhance inclusivity.</p>	<p>The initial points of contact for parents upon entering the building oversee community engagement and parent relations. The Health Coordinator manages supplies, while the Athletic Department oversees clubs. ParentSquare facilitates communication with families, and PowerSchool provides access for parents and students. The Oakland enrolls/AVELA partnership supports families in navigating public school options, focusing on ease, efficiency, transparency, and equity. A partnership with public transportation ensures vulnerable students receive free clipper cards. SGA, PBIS Rewards, Restorative Justice Training, and after school enrichment programs promote positive behavior and interventions. Go Guardian supports staff in creating a secure digital learning environment and facilitating task-oriented activities. Vision to Learn to provide eye exams and glasses for students who need glasses.</p>	<p>Providing various means of stakeholder engagement through surveys (student, parent, teacher) to inform ways to positively influence school culture and climate.</p>
<p>Goal 6 - Actions 6.1 - 6.7</p>	<p>Chronic Absenteeism: The district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness</p>	<p>California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement</p>	<p>Utilizing a myriad incentives, rewards and celebrations to promote presence and campus supervisors, SEL counselors and curriculum to engage the student body.</p>

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 5 - Actions 5.1 - 5.4	Our English Learner (EL) students are a unique and essential subgroup to be supported via participation in English Language Development (ELD) instruction using Guided Language Acquisition Design (GLAD) for at least 50% of their class time, as elated through teacher observation. We anticipate the progression of students will advance their English proficiency by one level or or, as evident by their performance on the Summative ELPAC; students who will successfully transition to Fluent English Proficiency (RFEP) status, and students who will demonstrate proficiency in meeting or exceeding grade-level standards in ELA.	To ensure that these needs are met, action items support ELD coordinator, ELD Teacher, testing expenses ad software and licenses By the conclusion of the academic year, our dedicated focus on English Learners (EL) aims to achieve significant milestones to increase participation in integrated Language Development instruction (ELD), employ GLAD instruction during classroom time with respect to ongoing teacher observation. The goal is for 60% of EL Students to demonstrate measurable progress in their English proficiency and to reach Fluent English Proficiency at the end of the academic year.	Metrics to monitor effectiveness include observation of teaching time with GLAD strategies, measurable EL growth via annual growth data, improvement of rate of reclassification and percentage of ELs to meet and exceed ELA standards.

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not applicable. All limited actions contributing to meeting the increased or improved services requirement are associated with an expenditure of LCFF funds

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

[Provide description here]

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>
Staff-to-student ratio of certificated staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>

Local Control and Accountability Plan (LCAP) Action Tables Template

Developed by the California Department of Education, July 2023

2024-2025 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-2025	\$ 2,773,959	\$ 648,719	23.386%	0.000%	23.386%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 1,826,547	\$ 274,810	\$ -	\$ -	\$ 2,101,357.49	\$ 1,455,017	\$ 637,180

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Approved curriculum (textbooks, online learning platforms)	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 22,217	\$ 22,217	\$ -	\$ -	\$ -	\$ 22,217	0.000%
1	1.2	Supplemental Curriculum, Online Learning Platforms	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 4,735	\$ 4,735	\$ -	\$ -	\$ -	\$ 4,735	0.000%
1	1.3	Instructional Materials/Supplies	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000	0.000%
1	1.4	Testing Supplies and Fees	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,240	\$ 3,240	\$ 6,460	\$ -	\$ -	\$ 9,700	0.000%
2	2.1	Administrative Staff	All	Yes	Schoolwide	All	School	Ongoing	\$ 123,504	\$ -	\$ 123,504	\$ -	\$ -	\$ -	\$ 123,504	0.000%
2	2.2	Teachers	All	No	Schoolwide	All	School	Ongoing	\$ 690,257	\$ -	\$ 690,257	\$ -	\$ -	\$ -	\$ 690,257	0.000%
2	2.3	Teacher Assistants	All	Yes	Schoolwide	All	School	Ongoing	\$ 75,777	\$ -	\$ 75,777	\$ -	\$ -	\$ -	\$ 75,777	0.000%
2	2.4	Instructional Aide	All	Yes	Schoolwide	All	School	Ongoing	\$ 24,383	\$ -	\$ 24,383	\$ -	\$ -	\$ -	\$ 24,383	0.000%
2	2.5	Professional Development for Staff	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ -	\$ -	\$ 36,000	0.000%
2	2.6	Instructional Coach	All	Yes	Schoolwide	All	School	Ongoing	\$ 13,218	\$ -	\$ 13,218	\$ -	\$ -	\$ -	\$ 13,218	0.000%
2	2.7	Teacher Supplies/Furniture	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 11,140	\$ 11,140	\$ -	\$ -	\$ -	\$ 11,140	0.000%
2	2.8	Food and Refreshments	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
2	2.9	College Bound Kids Coordinator and Program	All	Yes	Schoolwide	All	School	Ongoing	\$ 9,979	\$ 2,000	\$ 9,979	\$ -	\$ -	\$ -	\$ 9,979	0.000%
2	2.10	Substitutes	All	No	Schoolwide	All	School	Ongoing	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ 165,000	0.000%
2	2.11	Teacher Induction Support	All	Yes	Schoolwide	All	School	Ongoing	\$ 9,565	\$ -	\$ 9,565	\$ -	\$ -	\$ -	\$ 9,565	0.000%
2	2.12	Teacher Intern Support	All	Yes	Schoolwide	All	School	Ongoing	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000	0.000%
2	2.13	Instructor Permit Fees	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ 800	0.000%
2	2.14	Saturday Academic School / Saturday Intervention	All	Yes	Schoolwide	All	School	Ongoing	\$ 13,068	\$ -	\$ -	\$ 13,068	\$ -	\$ -	\$ 13,068	0.000%
2	2.15	Summer School, Intercession (Winter, Spring)	All	Yes	Schoolwide	All	School	Ongoing	\$ 13,303	\$ -	\$ -	\$ 13,303	\$ -	\$ -	\$ 13,303	0.000%
2	2.16	Materials, Supplies and Personnel for Special Education Students	SpEd	No	Limited	N/A	School	Ongoing	\$ 34,971	\$ 13,290	\$ 48,261	\$ -	\$ -	\$ -	\$ 48,261	0.000%
3	3.1	Unified Insights	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,798	\$ 1,798	\$ -	\$ -	\$ -	\$ 1,798	0.000%
3	3.2	NWEA	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,835	\$ 3,835	\$ -	\$ -	\$ -	\$ 3,835	0.000%
3	3.3	Illuminate	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 2,265	\$ 2,265	\$ -	\$ -	\$ -	\$ 2,265	0.000%
3	3.4	Respond Edu	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 10,518	\$ 10,518	\$ -	\$ -	\$ -	\$ 10,518	0.000%
3	3.5	Academic Counselors	All	Yes	Schoolwide	All	School	Ongoing	\$ 21,384	\$ -	\$ 21,384	\$ -	\$ -	\$ -	\$ 21,384	0.000%
4	4.1	Supporting Administrative Staff	All	Yes	Schoolwide	All	School	Ongoing	\$ 68,849	\$ -	\$ 68,849	\$ -	\$ -	\$ -	\$ 68,849	0.000%
4	4.2	Community Liaison and Parent Engagement	All	Yes	Schoolwide	All	School	Ongoing	\$ 24,799	\$ -	\$ 24,799	\$ -	\$ -	\$ -	\$ 24,799	0.000%
4	4.3	Health Coordinator & Health supplies	All	Yes	Schoolwide	All	School	Ongoing	\$ 19,477	\$ 2,700	\$ 22,177	\$ 2,700	\$ -	\$ -	\$ 24,877	0.000%
4	4.4	AIMS Athletic Department and Clubs (LCFF)	All	Yes	Schoolwide	All	School	Ongoing	\$ 58,586	\$ -	\$ 58,586	\$ -	\$ -	\$ -	\$ 58,586	0.000%
4	4.5	ParentSquare (LCFF)	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ -	\$ -	\$ 1,350	0.000%
4	4.6	PowerSchool (SIS)	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,665	\$ 3,665	\$ -	\$ -	\$ -	\$ 3,665	0.000%
4	4.7	Oakland Enrolls / Avela	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 14,070	\$ 14,070	\$ -	\$ -	\$ -	\$ 14,070	0.000%
4	4.8	Public Transportation Support to Vulnerable Student Populations (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ -	No cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
4	4.9	Technology Services, Inventory Software and helpdesk	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 2,979	\$ 2,979	\$ -	\$ -	\$ -	\$ 2,979	0.000%
4	4.10	Campus Security / Bell System Enhancements (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 6,685	\$ 6,685	\$ -	\$ -	\$ -	\$ 6,685	0.000%
4	4.11	Experiential Learning / Field Trip Opportunities	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.12	After School & Enrichment/Extracurricular Programs	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 203,279	\$ -	\$ 203,279	\$ -	\$ -	\$ 203,279	0.000%
4	4.13	Teacher Appreciation	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.14	Student Government Association	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.15	Yearbook	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.16	No Bullying Schools Campaign	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.17	Student Uniforms	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 18,500	\$ 18,500	\$ -	\$ -	\$ -	\$ 18,500	0.000%
4	4.18	Student Events	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.19	Educational Stakeholders Surveys	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%

4	4.20	PBIS Incentives, Rewards and Events	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.21	GoGuardian	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 2,030	\$ 2,030	\$ -	\$ -	\$ -	\$ 2,030	0.000%
4	4.22	Vision to Learn MOU	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 10,202	\$ 10,202	\$ -	\$ -	\$ -	\$ 10,202	0.000%
4	4.23	Safe and Secure Facilities	All	No	Schoolwide	All	School	Ongoing		\$ 225,000	\$ 225,000	\$ -	\$ -	\$ -	\$ 225,000	0.000%
5	5.1	ELD Coordinator	EL	Yes	Limited	English Learners	School	Ongoing	\$ 13,443	\$ -	\$ 13,443	\$ -	\$ -	\$ -	\$ 13,443	0.000%
5	5.2	ELD Teacher	EL	Yes	Limited	English Learners	School	Ongoing	\$ 18,004	\$ -	\$ 18,004	\$ -	\$ -	\$ -	\$ 18,004	0.000%
5	5.3	ELPAC Testing Expense	EL	Yes	Limited	English Learners	School	Ongoing	\$ -	\$ 345	\$ 345	\$ -	\$ -	\$ -	\$ 345	0.000%
5	5.4	ELD Software and Licensing	EL	Yes	Limited	English Learners	School	Ongoing	\$ -	\$ 1,537	\$ 1,537	\$ -	\$ -	\$ -	\$ 1,537	0.000%
6	6.1	Attendance incentives & rewards	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	0.000%
6	6.2	Monthly attendance celebrations	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	0.000%
6	6.3	Campus Supervisor	All	Yes	Schoolwide	All	School	Ongoing	\$ 26,268		\$ 26,268	\$ -	\$ -	\$ -	\$ 26,268	0.000%
6	6.4	Student Events for perfect attendance	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	0.000%
6	6.5	Student Events Coordinator	All	Yes	Schoolwide	All	School	Ongoing	\$ 10,734	\$ -	\$ 10,734	\$ -	\$ -	\$ -	\$ 10,734	0.000%
6	6.6	SEL Curriculum & Professional Development	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ 7,000	0.000%
6	6.7	SEL Counselor	All	Yes	Schoolwide	All	School	Ongoing	\$ 18,448	\$ -	\$ 18,448	\$ -	\$ -	\$ -	\$ 18,448	0.000%

2024-2025 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$ 2,773,959	\$ 648,719	23.386%	0.000%	23.386%	\$ 638,825	0.000%	23.029%	Total:	\$ 638,825
								LEA-wide Total:	\$ -
								Limited Total:	\$ 33,329
								Schoolwide Total:	\$ 605,496

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group (s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Approved curriculum (textbooks, online learning platforms)	Yes	Schoolwide	All	School	\$ 22,217	0.000%
1	1.2	Supplemental Curriculum, Online Learning Platforms	Yes	Schoolwide	All	School	\$ 4,735	0.000%
1	1.3	Instructional Materials/Supplies	Yes	Schoolwide	All	School	\$ 8,000	0.000%
1	1.4	Testing Supplies and Fees	Yes	Schoolwide	All	School	\$ 3,240	0.000%
2	2.1	Administrative Staff	Yes	Schoolwide	All	School	\$ 123,504	0.000%
2	2.2	Teachers	No	Schoolwide	All	School	\$ -	0.000%
2	2.3	Teacher Assistants	Yes	Schoolwide	All	School	\$ 75,777	0.000%
2	2.4	Instructional Aide	Yes	Schoolwide	All	School	\$ 24,383	0.000%
2	2.5	Professional Development for Staff	Yes	Schoolwide	All	School	\$ -	0.000%
2	2.6	Instructional Coach	Yes	Schoolwide	All	School	\$ 13,218	0.000%
2	2.7	Teacher Supplies/Furniture	No	Schoolwide	All	School	\$ -	0.000%
2	2.8	Food and Refreshments	No	Schoolwide	All	School	\$ -	0.000%
2	2.9	College Bound Kids Coordinator and Program	Yes	Schoolwide	All	School	\$ 9,979	0.000%
2	2.10	Substitutes	No	Schoolwide	All	School	\$ -	0.000%
2	2.11	Teacher Induction Support	Yes	Schoolwide	All	School	\$ 9,565	0.000%
2	2.12	Teacher Intern Support	Yes	Schoolwide	All	School	\$ 4,000	0.000%
2	2.13	Instructor Permit Fees	No	Schoolwide	All	School	\$ -	0.000%
2	2.14	Saturday Academic School / Saturday Intervention	Yes	Schoolwide	All	School	\$ -	0.000%
2	2.15	Summer School, Intercession (Winter, Spring)	Yes	Schoolwide	All	School	\$ -	0.000%
2	2.16	Materials, Supplies and Personnel for Special Education Students	No	Limited	All	School	\$ -	0.000%
3	3.1	Unified Insights	Yes	Schoolwide	All	School	\$ 1,798	0.000%
3	3.2	NWEA	Yes	Schoolwide	All	School	\$ 3,835	0.000%
3	3.3	Illuminate	Yes	Schoolwide	All	School	\$ 2,265	0.000%
3	3.4	Respond Edu	Yes	Schoolwide	All	School	\$ 10,518	0.000%
3	3.5	Academic Counselors	Yes	Schoolwide	All	School	\$ 21,384	0.000%
4	4.1	Supporting Administrative Staff	Yes	Schoolwide	All	School	\$ 68,849	0.000%
4	4.2	Community Liaison and Parent Engagement	Yes	Schoolwide	All	School	\$ 24,799	0.000%
4	4.3	Health Coordinator & Health supplies	Yes	Schoolwide	All	School	\$ 22,177	0.000%
4	4.4	AIMS Athletic Department and Clubs (LCFF)	Yes	Schoolwide	All	School	\$ 58,586	0.000%
4	4.5	ParentSquare (LCFF)	Yes	Schoolwide	All	School	\$ 1,350	0.000%
4	4.6	PowerSchool (SIS)	Yes	Schoolwide	All	School	\$ 3,665	0.000%
4	4.7	Oakland Enrolls / Avela	No	Schoolwide	All	School	\$ -	0.000%

4	4.8	Public Transportation Support to Vulnerable Student Populations (LCFF)	No	Schoolwide	All	School	\$ -	0.000%
4	4.9	Technology Services, Inventory Software and helpdesk	No	Schoolwide	All	School	\$ -	0.000%
4	4.10	Campus Security / Bell System Enhancements (LCFF)	No	Schoolwide	All	School	\$ -	0.000%
4	4.11	Experiential Learning / Field Trip Opportunities	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.12	After School & Enrichment/Extracurricular Programs	Yes	Schoolwide	All	School	\$ -	0.000%
4	4.13	Teacher Appreciation	No	Schoolwide	All	School	\$ -	0.000%
4	4.14	Student Government Association	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.15	Yearbook	No	Schoolwide	All	School	\$ -	0.000%
4	4.16	No Bullying Schools Campaign	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.17	Student Uniforms	No	Schoolwide	All	School	\$ -	0.000%
4	4.18	Student Events	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.19	Educational Stakeholders Surveys	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.20	PBIS Incentives, Rewards and Events	Yes	Schoolwide	All	School	\$ 1,000	0.000%
4	4.21	GoGuardian	No	Schoolwide	All	School	\$ -	0.000%
4	4.22	Vision to Learn MOU	Yes	Schoolwide	All	School	\$ 10,202	0.000%
4	4.23	Safe and Secure Facilities	No	Schoolwide	All	School	\$ -	0.000%
5	5.1	ELD Coordinator	Yes	Limited	English Learners	School	\$ 13,443	0.000%
5	5.2	ELD Teacher	Yes	Limited	English Learners	School	\$ 18,004	0.000%
5	5.3	ELPAC Testing Expense	Yes	Limited	English Learners	School	\$ 345	0.000%
5	5.4	ELD Software and Licensing	Yes	Limited	English Learners	School	\$ 1,537	0.000%
6	6.1	Attendance incentives & rewards	Yes	Schoolwide	All	School	\$ 3,000	0.000%
6	6.2	Monthly attendance celebrations	Yes	Schoolwide	All	School	\$ 3,000	0.000%
6	6.3	Campus Supervisor	Yes	Schoolwide	All	School	\$ 26,268	0.000%
6	6.4	Student Events for perfect attendance	Yes	Schoolwide	All	School	\$ 3,000	0.000%
6	6.5	Student Events Coordinator	Yes	Schoolwide	All	School	\$ 10,734	0.000%
6	6.6	SEL Curriculum & Professional Development	Yes	Schoolwide	All	School	\$ 7,000	0.000%
6	6.7	SEL Counselor	Yes	Schoolwide	All	School	\$ 18,448	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- o Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
and/or

- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:

- o The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- o The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - o Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - o Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - o Indicate the school year to which the baseline data applies.
 - o The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **“Measuring and Reporting Results”** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness or the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.

- o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - o The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - o These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of improved Services as documented in the Contributing Actions table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. *This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.*
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - o Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**

- This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

- **7. Total Estimated Actual Expenditures for Contributing Actions**

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**

- This amount is the total of the Planned Percentage of Improved Services column.

- **8. Total Estimated Actual Percentage of Improved Services (%)**

- This amount is the total of the Estimated Actual Percentage of Improved Services column.

- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**

- This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

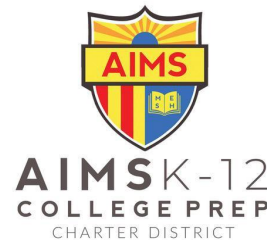
California Department of Education
November 2023

Local Control and Accountability Plan

2024-2025 LCAP

AIMS College Prep High School

1. LCFF Budget Overview for Parents
2. 2023–24 LCAP Annual Update
3. Plan Summary
4. Engaging Educational Partners
5. Goals and Actions
6. Increased or Improved Services for Foster Youth, English Learners, and Low-income students
7. Action Tables
8. Instructions



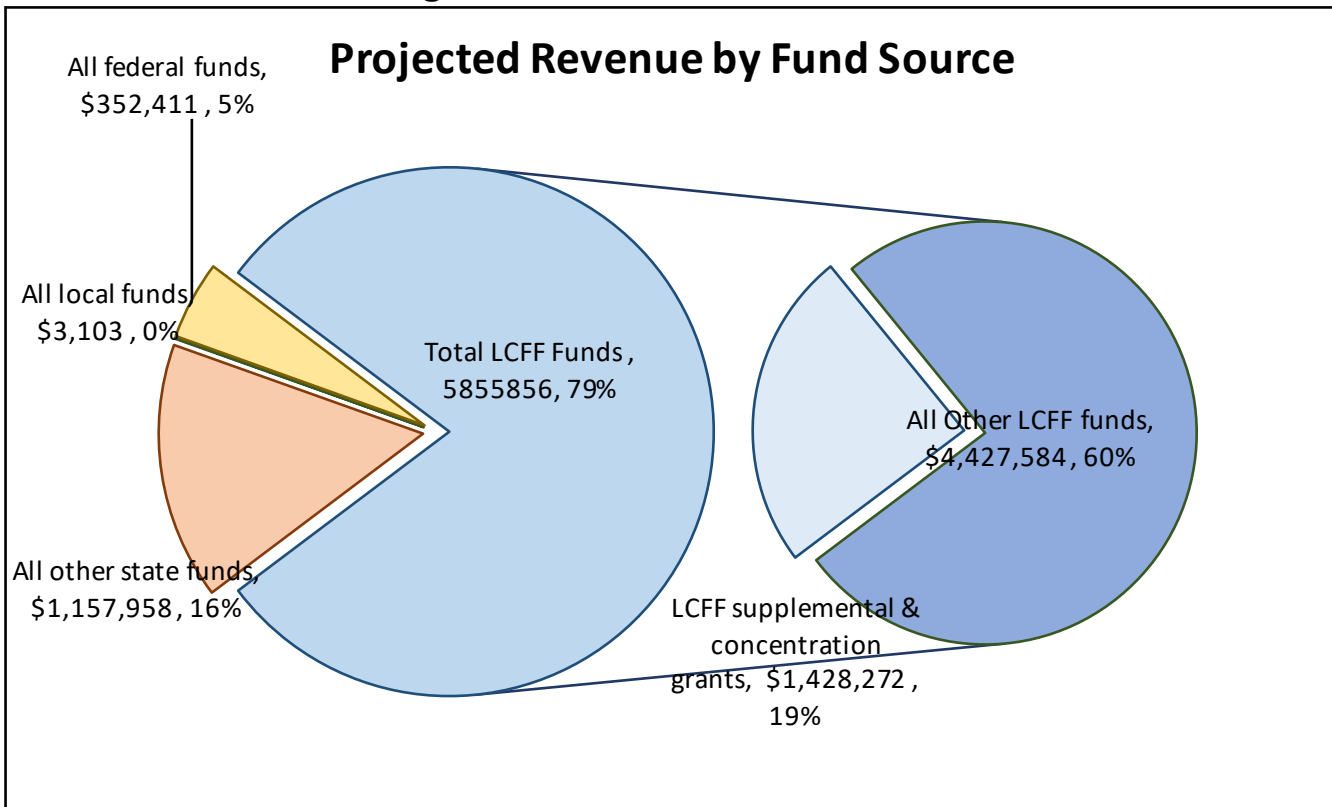
LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: AIMS College Prep High School
 CDS Code: 01-61259-0111856
 School Year: 2024-2025
 LEA contact information: Natalie Glass

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-2025 School Year

Projected Revenue by Fund Source

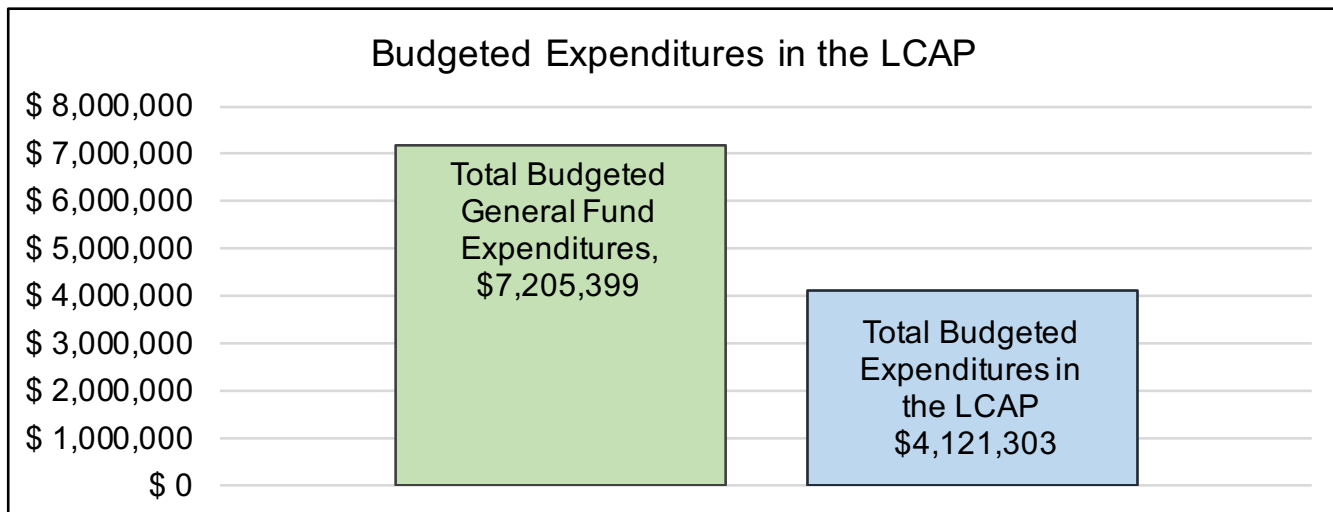


This chart shows the total general purpose revenue AIMS College Prep High School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for AIMS College Prep High School is \$7,369,328.00, of which \$5,855,856.00 is Local Control Funding Formula (LCFF), \$1,157,958.00 is other state funds, \$3,103.00 is local funds, and \$352,411.00 is federal funds. Of the \$5,855,856.00 in LCFF Funds, \$1,428,272.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

LCFF Budget Overview for Parents



This chart provides a quick summary of how much AIMS College Prep High School plans to spend for 2024-2025. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: AIMS College Prep High School plans to spend \$7,205,399.29 for the 2024-2025 school year. Of that amount, \$4,121,302.76 is tied to actions/services in the LCAP and \$3,084,096.53 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

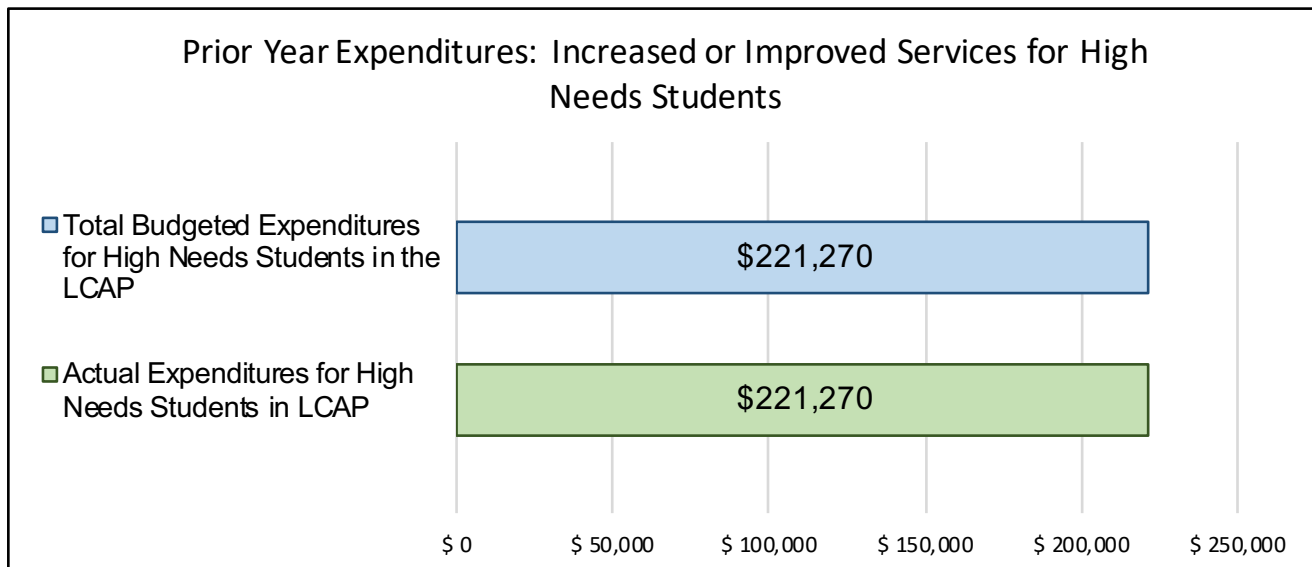
Some of the General Fund Budget Expenditures for next year that are not described in the LCAP include: rent for facilities, CMO expenses, vendors and staff that are not directly tied to actions in the LCAP, expenditures put towards the school's reserves, and the fund balance.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-2025 School Year

In 2024-2025, AIMS College Prep High School is projecting it will receive \$1,428,272.00 based on the enrollment of foster youth, English learner, and low-income students. AIMS College Prep High School must describe how it intends to increase or improve services for high needs students in the LCAP. AIMS College Prep High School plans to spend \$1,462,455.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-2024



This chart compares what AIMS College Prep High School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what AIMS College Prep High School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-2024, AIMS College Prep High School's LCAP budgeted \$221,270.00 for planned actions to increase or improve services for high needs students. AIMS College Prep High School actually spent \$221,270.00 for actions to increase or improve services for high needs students in 2023-2024.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep High School (AIMS HS)	Natalie Glass, Director of Schools	natalie.glass@aims12.org 510-893-8701

Goals and Actions

Goal 1

Goal #	Description
[Goal #1]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 25% Progressed at least one ELPAC Level	In 2021-2022 ELPAC year, 46% progressed at least one ELPAC level based on data available as of 6/15/22	2022-2023 59% progressed at least one ELPAC level	2022-2023 59% progressed at least one ELPAC level	2023-24 45%-50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 5%	In 2021-2022 the English Learner Reclassification rate was 8%	2022-2023 21% Reclassification rate	2023-2024 15% Reclassification rate	2023-24 <10% Growth over Baseline
Percentage of High School Graduates Eligible for the California State Bilingual Seal	< 10%	7.75%	4%	4%	10%-15% percent of high school graduates eligible for the California State Bilingual Seal.
The percentage of students who have passed an Advanced Placement (AP) examination with a score of three or higher.	30% students who have passed an Advanced Placement (AP) examination with a score of three or higher.	13.5% passed an Advanced Placement (AP) examination with a score of three or higher	29.91% of students passed with a score of 3 or higher *results are from the 2022-2023 AP tests	TBD [Data Not Released Until July 5, 2024]	2023-24 40% of students have passed at least one Advanced Placement (AP) examination with a score of three or higher
The percentage of students scoring above state average in SAT	25% percentage of students scoring above state average in SAT	50.26% percentage of students scoring above California state average in SAT (October 21' and April 22' State SAT Averages)	34.83% percentage of students scoring above California state average in SAT	TBD [Data Not Released Until July 5, 2024]	40% percentage of students scoring above state average in SAT

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

A substantive difference between planned and actual implementation actions can be seen within the Goal 1.2 VAPA-Visual Performing Arts program. It was the first year the program received additional funding resources and secured adequate staffing in order to develop and implement vision for the VAPA Department.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

[Notable expenditure differences lie between Goals 1.2 and 1.4. Both goals received support through additional resources funding.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Established actions were effective in making progress towards goals by providing schoolwide access to curriculum, instructional materials, and access to supplemental resources that aid in student learning and development.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In reflection we observed a need to create goals and actions specifically addressing our sub-group of English Learners.

Goal 2

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

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	71.19% of teachers of teachers are appropriately credentialed and assigned.	86.67% of teachers are appropriately credentialed and assigned.	86.31% of teachers are appropriately credentialed and assigned.	73.34% of teachers are appropriately credentialed and assigned. Year 3 reported data obtained from CalSAAS 2023-2024 Summary findings.	90% of teachers are appropriately credentialed and assigned.
Teacher misassignment	28.81% teacher misassignment	13.33% teacher misassignment	13.69% teacher misassignment	27.41% of teacher misassignment. Year 3 reported data obtained from 2023-2024 CalSAAS Summary findings.	10% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs	At least 92% of staff attended professional development	At least 92% of staff attended professional development	At least 92% of staff attended professional development	At least 90% of the staff will attend professional development when it occurs

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantial differences between planned actions and their implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Differences between budgeted expenditures and estimated actual expenditures lie largely in the increase of teacher/substitute salaries within Goal 2.2. Specifically an increase in substitute teacher costs.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Established actions were effective in making progress towards goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no additional changes planned toward this goal.

Goal 3

Goal #	Description
[Goal #3]	Measurement of Data: Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formative Assessment Scholastic Math Inventory (SMI)	50.0% of students will be at grade the grade level proficiency	20% Proficient	32% Proficient	33% Proficient	50.0% of students will be at grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	50.0% of students will be at grade the grade level proficiency	57% Proficient	64% Proficient	66% Proficient	60.0% of students will be at grade level proficiency
California Assessment of Student Performance and Progress Mathematics	63% of 11th grade students will reach proficiency in mathematics	36% Proficient	58% Proficient	58.24% Proficient *based on 2022-2023 scores*	60% of 11th grade students will reach proficiency in mathematics
California Assessment of Student Performance and Progress ELA	59% of 11th grade students will reach proficiency in English Language Arts	44% Proficient	66% Proficient	67.03% Proficient *based on 2022-2023 scores*	60% of 11th grade students will reach proficiency in English Language Arts
California Assessment of Student Performance and Progress Science	29.32% of all students will reach proficiency in Science	31% Proficient	N/A	N/A as students will be taking their test at the end of the 2023-2024 school year	50% of all students will reach proficiency in Science

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantial differences between planned actions and their implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

We saw a decrease in the estimated actual expenditure for Goal 3.2 HMH Scholastic Math Inventory/ HMH Scholastic Reading Inventory due to 2023/24 costs being covered in a multi-year contract from the previous school year.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Formative assessments and quarterly benchmarks have allowed an increase of data-driven instruction by teachers and insight for how best to develop and implement strategies for school improvement.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

In reflection we observed a need to create goals and actions specifically addressing our sub group of English Learners.

Goal 4

Goal #	Description
[Goal #1]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate	95% ADA	94.88% ADA	92.94% ADA	93.97% ADA	97.5% ADA

School Survey - Question regarding Safety	Student Response : 80% Family Response: 80%	Student Response : 89.6% Family Response: 92%	Student Response : 77.43% Family Response: 77%	Student Response : 47.25% Family Response: 91% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	Student Response: 85% Family Response: 85%
Family Survey - Question regarding High Expectations	Family Response: 85%	Family Response: 92%	Family Response: 86.15%	Family Response: 76% strongly agree or agree Source California School Parent Survey (CSPS)	Family Response: 90%
Student Survey Student - Caring Relationships	Student Survey Response: 80%	Student Survey Response: 90.9%	Student Survey Response: 77.43%	Student Survey Response: 47.25% Source California Health Kids Survey (CHKS)	Student Survey Response: 85%
Percent of students in grades 9-12, receiving social emotional counseling, who reported an increased sense of connection and belonging.	No baseline data available (this data has not been previously collected)	This data has not been previously collected.	7/26: 27%	Data is not available	50% of students who received counseling will report an increased sense of connection and belonging. (Note: the desired outcome may be adjusted to reflect Year 2 Outcome).
School Wide Suspension Rate	School Wide Suspension Rate 5%	School Wide Suspension Rate 4.26%	School Wide Suspension Rate 3.68%	School Wide Suspension Rate 2.2%	< 3%

School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2021-2022 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2022-2023 the facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2023-2024 the facility received Good rating on the Facilities Inspection Tool	The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above	100% Positive Response	71% Positive Response	N/A	Positive Response of at least 75% or above

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantial differences between planned actions and their implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no notable differences between budgeted expenditures and estimated actual expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

There are several ways the implementation of actions outlined in Goal 4 has been effective in achieving significant progress. This includes addressing student mental health needs with the support social-emotional counselors and workshops, the provision of healthy and nutritious meals, connectedness and healthy activity through athleticism as means of promoting wellness, cultural representation, engagement, and bonding through student-led events, and the maintenance of a clean and safe learning environment.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no additional changes planned toward this goal.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics

is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- o Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - o As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

Local Control and Accountability Plan (LCAP) Action Tables Template

Developed by the California Department of Education, July 2023

2024-2025 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)		
2024-2025	\$ 5,855,856	\$ 1,428,272	24.390%	0.000%	24.390%		
Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 3,740,824	\$ 380,479	\$ -	\$ -	\$ 4,121,302.76	\$ 2,870,351	\$ 1,040,952

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Approved curriculum (textbooks, online learning platforms)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 73,994	\$ 73,994	\$ -	\$ -	\$ -	\$ 73,994	0.000%
1	1.2	Supplemental Curriculum, Online Learning Platforms	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 28,000	\$ 28,000	\$ -	\$ -	\$ -	\$ 28,000	0.000%
1	1.3	Instructional Materials/Supplies	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000	0.000%
1	1.4	Testing Supplies and Fees	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 105,000	\$ 105,000	\$ -	\$ -	\$ -	\$ 105,000	0.000%
2	2.1	Administrative Staff	All	No	Schoolwide	All	School	Ongoing	\$ 288,252	\$ -	\$ 288,252	\$ -	\$ -	\$ -	\$ 288,252	0.000%
2	2.2	Teachers	All	No	Schoolwide	All	School	Ongoing	\$ 1,194,910	\$ -	\$ 1,194,910	\$ -	\$ -	\$ -	\$ 1,194,910	0.000%
2	2.3	Teacher Assistants	All	Yes	Schoolwide	All	School	Ongoing	\$ 366,039	\$ -	\$ 366,039	\$ -	\$ -	\$ -	\$ 366,039	0.000%
2	2.4	Intervention Aides	All	Yes	Schoolwide	All	School	Ongoing	\$ 23,527	\$ 0	\$ 23,527	\$ -	\$ -	\$ -	\$ 23,527	0.000%
2	2.5	Professional Development for Staff	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 66,000	\$ -	\$ 66,000	\$ -	\$ -	\$ 66,000	0.000%
2	2.6	Instructional Coach	All	No	Schoolwide	All	School	Ongoing	\$ 39,036	\$ -	\$ 39,036	\$ -	\$ -	\$ -	\$ 39,036	0.000%
2	2.7	Teacher Supplies/Furniture	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	0.000%
2	2.8	Food and Refreshments	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	0.000%
2	2.9	College Bound Kids Coordinator and Program	All	Yes	Schoolwide	All	School	Ongoing	\$ 72,116	\$ 33,695	\$ 105,811	\$ -	\$ -	\$ -	\$ 105,811	0.000%
2	2.1	Substitute Services	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000	0.000%
2	2.11	Teacher Induction Support	All	No	Schoolwide	All	School	Ongoing	\$ 6,120	\$ -	\$ 6,120	\$ -	\$ -	\$ -	\$ 6,120	0.000%
2	2.12	Teacher Intern Support	All	No	Schoolwide	All	School	Ongoing	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000	0.000%
2	2.13	Instructor Permit Fees	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ 800	0.000%
2	2.14	Saturday School	All	Yes	Schoolwide	All	School	Ongoing	\$ 31,071	\$ -	\$ 31,071	\$ -	\$ -	\$ -	\$ 31,071	0.000%
2	2.15	Summer School, Intercession (Winter, Spring)	All	Yes	Schoolwide	All	School	Ongoing	\$ 13,002	\$ -	\$ 13,002	\$ -	\$ -	\$ -	\$ 13,002	0.000%
2	2.16	Materials, Supplies and Personnel for Special Education Students	All	No	Limited	N/A	School	Ongoing	\$ -	\$ 19,900	\$ 19,900	\$ -	\$ -	\$ -	\$ 19,900	0.000%
3	3.1	Unified Insights	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 3,296	\$ -	\$ 3,296	\$ -	\$ -	\$ 3,296	0.000%
3	3.2	NWEA	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 7,031	\$ -	\$ 7,031	\$ -	\$ -	\$ 7,031	0.000%
3	3.3	Illuminate	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 4,152	\$ -	\$ 4,152	\$ -	\$ -	\$ 4,152	0.000%
3	3.4	Respond Edu	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
3	3.5	Academic Counselors	All	Yes	Schoolwide	All	School	Ongoing	\$ 91,712	\$ -	\$ 91,712	\$ -	\$ -	\$ -	\$ 91,712	0.000%
4	4.1	Administrative Assistant and Clerk	All	No	Schoolwide	All	School	Ongoing	\$ 152,724	\$ -	\$ 152,724	\$ -	\$ -	\$ -	\$ 152,724	0.000%
4	4.2	Community Liason and Parent Engagement	All	Yes	Schoolwide	All	School	Ongoing	\$ 49,753	\$ -	\$ 49,753	\$ -	\$ -	\$ -	\$ 49,753	0.000%
4	4.3	Health Coordinator & Health supplies	All	Yes	Schoolwide	All	School	Ongoing	\$ 103,000	\$ -	\$ 103,000	\$ -	\$ -	\$ -	\$ 103,000	0.000%
4	4.4	AIMS Athletic Department and Clubs (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ 119,516	\$ -	\$ 119,516	\$ -	\$ -	\$ -	\$ 119,516	0.000%
4	4.5	ParentSquare (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,190	\$ 1,190	\$ -	\$ -	\$ -	\$ 1,190	0.000%
4	4.6	PowerSchool (SIS)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	0.000%
4	4.7	Oakland Enrolls / Avela	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 13,275	\$ 13,275	\$ -	\$ -	\$ -	\$ 13,275	0.000%
4	4.8	Public Transportation Support to Vulnerable Student Populations (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
4	4.9	Technology Services, Inventory Software and helpdesk	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 3,799	\$ 3,799	\$ -	\$ -	\$ -	\$ 3,799	0.000%
4	4.1	Campus Security / Bell System Enhancements (LCFF)	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.11	Experiential Learning / Field Trip Opportunities	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	0.000%
4	4.12	After School & Enrichment/Extracurricular Programs/Clubs	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000	0.000%
4	4.13	Teacher Appreciation	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
4	4.14	Student Government Association	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	0.000%
4	4.15	Golden Talon/Yearbook	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 13,000	\$ 13,000	\$ -	\$ -	\$ -	\$ 13,000	0.000%
4	4.16	No bullying School Campaign	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	0.000%
4	4.17	Student Uniforms	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	0.000%
4	4.18	Student Events	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 42,000	\$ 42,000	\$ -	\$ -	\$ -	\$ 42,000	0.000%
4	4.19	Educational Stakeholders Surveys	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%

4	4.2	PBIS Incentives, Rewards and Events	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	0.000%
4	4.21	GoGuardian	All	No	Schoolwide	All	School	Ongoing	\$ -	\$ 2,853	\$ 2,853	\$ -	\$ -	\$ -	\$ 2,853	0.000%
4	4.22	Vision to Learn	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	0.000%
4	4.23	Safe and Secure Facilities	All	Yes	Schoolwide	All	School	Ongoing	\$ -	\$ 120,000	\$ 105,000	\$ 225,000	\$ -	\$ -	\$ 330,000	0.000%
5	5.1	ELD Coordinator/Manager	All	Yes	Limited	English Learners	School	Ongoing	\$ 30,064	\$ -	\$ 30,064	\$ -	\$ -	\$ -	\$ 30,064	0.000%
5	5.2	ELD Teacher	All	Yes	Limited	English Learners	School	Ongoing	\$ 71,897	\$ -	\$ 71,897	\$ -	\$ -	\$ -	\$ 71,897	0.000%
5	5.3	ELPAC Testing Expenses	All	Yes	Limited	English Learners	School	Ongoing	\$ -	\$ 5,967	\$ 5,967	\$ -	\$ -	\$ -	\$ 5,967	0.000%
5	5.4	ELD Technology Expenses	All	Yes	Limited	English Learners	School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
6	6.1	Attendance incentives & rewards	All	Yes	Schoolwide		School	Ongoing	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	0.000%
6	6.2	Monthly attendance celebrations	All	Yes	Schoolwide		School	Ongoing	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	0.000%
6	6.3	Campus Supervisor	All	Yes	Schoolwide		School	Ongoing	\$ 150,849	\$ -	\$ 150,849	\$ -	\$ -	\$ -	\$ 150,849	0.000%
6	6.4	Student Events for perfect attendance	All	Yes	Schoolwide		School	Ongoing	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	0.000%
6	6.5	Student Events Coordinator	All	Yes	Schoolwide		School	Ongoing	\$ 28,732	\$ -	\$ 28,732	\$ -	\$ -	\$ -	\$ 28,732	0.000%
6	6.6	SEL Curriculum & Professional Development	All	Yes	Schoolwide		School	Ongoing	\$ -	\$ 17,000	\$ 17,000	\$ -	\$ -	\$ -	\$ 17,000	0.000%
6	6.7	SEL Counselor	All	Yes	Schoolwide		School	Ongoing	\$ 34,031	\$ -	\$ 34,031	\$ -	\$ -	\$ -	\$ 34,031	0.000%

2024-2025 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$ 5,855,856	\$ 1,428,272	24.390%	0.000%	24.390%	\$ 1,462,455	0.000%	24.974%	Total:	\$ 1,462,455
								LEA-wide Total:	\$ -
								Limited Total:	\$ 108,928
								Schoolwide Total:	\$ 1,353,527

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group (s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Approved curriculum (textbooks, online learn	No	Schoolwide		School	\$ -	0.000%
1	1.2	Supplemental Curriculum, Online Learning F	Yes	Schoolwide	All	School	\$ 28,000	0.000%
1	1.3	Instructional Materials/Supplies	Yes	Schoolwide	All	School	\$ 75,000	0.000%
1	1.4	Testing Supplies and Fees	No	Schoolwide		School	\$ -	0.000%
2	2.1	Administrative Staff	No	Schoolwide		School	\$ -	0.000%
2	2.2	Teachers	No	Schoolwide		School	\$ -	0.000%
2	2.3	Teacher Assistants	Yes	Schoolwide	All	School	\$ 366,039	0.000%
2	2.4	Intervention Aides	Yes	Schoolwide	All	School	\$ 23,527	0.000%
2	2.5	Professional Development for Staff	Yes	Schoolwide	All	School	\$ -	0.000%
2	2.6	Instructional Coach	No	Schoolwide		School	\$ -	0.000%
2	2.7	Teacher Supplies/Furniture	No	Schoolwide		School	\$ -	0.000%
2	2.8	Food and Refreshments	No	Schoolwide		School	\$ -	0.000%
2	2.9	College Bound Kids Coordinator and Progra	Yes	Schoolwide	All	School	\$ 105,811	0.000%
2	2.1	Substitute Services	No	Schoolwide		School	\$ -	0.000%
2	2.11	Teacher Induction Support	No	Schoolwide		School	\$ -	0.000%
2	2.12	Teacher Intern Support	No	Schoolwide		School	\$ -	0.000%
2	2.13	Instructor Permit Fees	No	Schoolwide		School	\$ -	0.000%
2	2.14	Saturday School	Yes	Schoolwide	All	School	\$ 31,071	0.000%
2	2.15	Summer School, Intercession (Winter, Sprin	Yes	Schoolwide	All	School	\$ 13,002	0.000%
2	2.16	Materials, Supplies and Personnel for Spec	No	Limited		School	\$ -	0.000%
3	3.1	#REF!	No	Schoolwide		School	\$ -	0.000%
3	Unified Insights	#REF!	No	Schoolwide		School	\$ -	0.000%
3	3.2	Illuminate	Yes	Schoolwide	All	School	\$ -	0.000%
3	NWEA	Respond Edu	Yes	Schoolwide	All	School	\$ -	0.000%
3	3.5	Academic Counselors	Yes	Schoolwide	All	School	\$ 91,712	0.000%
4	4.1	Administrative Assistant and Clerk	No	Schoolwide		School	\$ -	0.000%
4	4.2	Community Liason and Parent Engagement	Yes	Schoolwide	All	School	\$ 49,753	0.000%
4	4.3	Health Coordinator & Health supplies	Yes	Schoolwide	All	School	\$ 103,000	0.000%
4	4.4	AIMS Athletic Department and Clubs (LCFF)	No	Schoolwide		School	\$ -	0.000%
4	4.5	ParentSquare (LCFF)	No	Schoolwide		School	\$ -	0.000%
4	4.6	PowerSchool (SIS)	No	Schoolwide		School	\$ -	0.000%
4	4.7	Oakland Enrolls / Avela	No	Schoolwide		School	\$ -	0.000%
4	4.8	Public Transportation Support to Vulnerable	No	Schoolwide		School	\$ -	0.000%
4	4.9	Technology Services, Inventory Software an	No	Schoolwide		School	\$ -	0.000%
4	4.1	Campus Security / Bell System Enhanceme	No	Schoolwide		School	\$ -	0.000%
4	4.11	Experiential Learning / Field Trip Opportuni	Yes	Schoolwide	All	School	\$ 60,000	0.000%
4	4.12	After School & Enrichment/Extracurricular P	Yes	Schoolwide	All	School	\$ -	0.000%
4	4.13	Teacher Appreciation	No	Schoolwide		School	\$ -	0.000%

4	4.14	Student Government Association	No	Schoolwide		School	\$ -	0.000%
4	4.15	Golden Talon/Yearbook	No	Schoolwide		School	\$ -	0.000%
4	4.16	No bullying School Campaign	No	Schoolwide		School	\$ -	0.000%
4	4.17	Student Uniforms	No	Schoolwide		School	\$ -	0.000%
4	4.18	Student Events	No	Schoolwide		School	\$ -	0.000%
4	4.19	Educational Stakeholders Surveys	No	Schoolwide		School	\$ -	0.000%
4	4.2	PBIS Incentives, Rewards and Events	No	Schoolwide		School	\$ -	0.000%
4	4.21	GoGuardian	No	Schoolwide		School	\$ -	0.000%
4	4.22	Vision to Learn	Yes	Schoolwide	All	School	\$ -	0.000%
4	4.23	Safe and Secure Facilities	Yes	Schoolwide	All	School	\$ 105,000	0.000%
5	5.1	ELD Coordinator/Manager	Yes	Limited	English Learners	School	\$ 30,064	0.000%
5	5.2	ELD Teacher	Yes	Limited	English Learners	School	\$ 71,897	0.000%
5	5.3	ELPAC Testing Expenses	Yes	Limited	English Learners	School	\$ 5,967	0.000%
5	5.4	ELD Technology Expenses	Yes	Limited	English Learners	School	\$ 1,000	0.000%
6	6.1	Attendance incentives & rewards	Yes	Schoolwide		School	\$ 60,000	0.000%
6	6.2	Monthly attendance celebrations	Yes	Schoolwide		School	\$ 10,000	0.000%
6	6.3	Campus Supervisor	Yes	Schoolwide		School	\$ 150,849	0.000%
6	6.4	Student Events for perfect attendance	Yes	Schoolwide		School	\$ 1,000	0.000%
6	6.5	Student Events Coordinator	Yes	Schoolwide		School	\$ 28,732	0.000%
6	6.6	SEL Curriculum & Professional Development	Yes	Schoolwide		School	\$ 17,000	0.000%
6	6.7	SEL Counselor	Yes	Schoolwide		School	\$ 34,031	0.000%

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep High School	Natalie Glass Director of Schools	natalie.glass@aimsk12.org

Plan Summary [2024-2025]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

AIMS College Prep High School is located in the heart of Lake Merritt, Oakland. We serve 370 students. The school community prides itself on being family-oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

AIMS Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results-driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post-secondary programs and become productive members of society

AIMS Values At AIMS we value:

- Excellence - Commitment to excellence in all that we do
- Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable
- Empathy - Recognition of dignity and worth of every human being Family and Community - Building of family and community
- Citizenship - Social awareness and justice that leads to action
- Legacy - The continued preservation and development of AIMS methodologies for 21st-century learners and educators.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Based on the CAASPP results, we can see a significant increase overall in both math and ELA. For ELA, there was an increase of 23.69%, and 21.58% for math, compared to the previous year. The analysis of our subgroups determined that every single subgroup increased in both math and ELA. This includes all races, SPED, socioeconomically disadvantaged, and English Language Learners. The ranges in improvement were from 5.88%-31%. Overall, the students had a proficiency of 67.03% in ELA and 58.24% in mathematics.

If we focus on our subgroups, all of our subgroups showed tremendous improvement in the 2022-2023 school year. Our Asian subgroup showed an increase of 25.45% for ELA and 30.86% for math. Our African American subgroup showed the largest gain with 31.08% in ELA. They also scored 17.53% higher in mathematics. Our Hispanic population scored 5.88% higher in ELA and 17.66% in math. For our SPED, English Language Learners, and White subgroups, we had fewer than 11 reported results so results were not shared. For our socioeconomically disadvantaged subgroups, we saw increases of 29.05% and 29.84% in ELA and math.

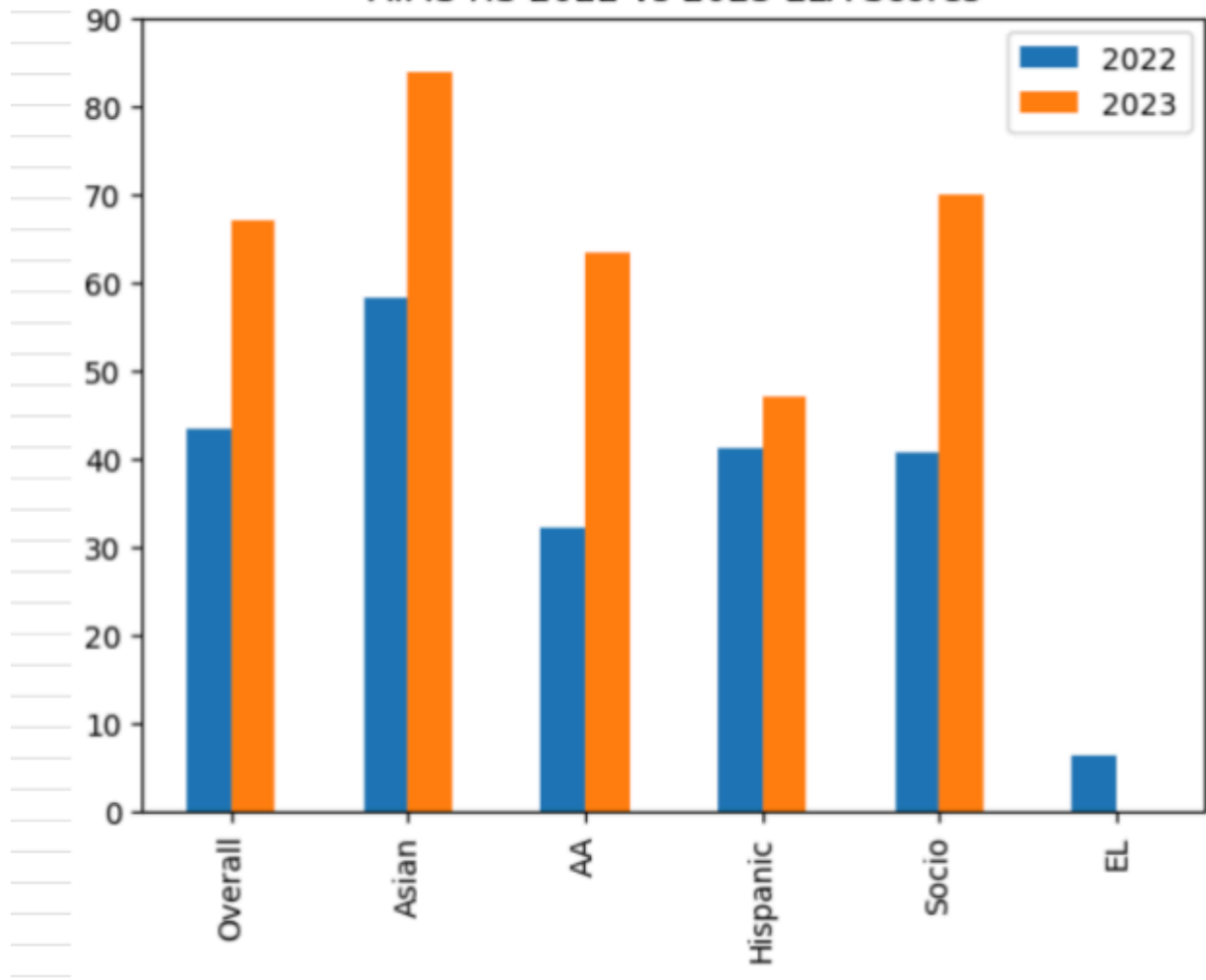
For our local measurements, we used Scholastic Reading Inventory to determine the reading levels and Lexiles of our students. Students took the benchmark every quarter. Our students saw an increase of 7%, putting them at a proficiency rate of 61%. These results were captured during the final quarter of years 2023 and 2024.

Image 1: 2021-2022 vs 2022-2023 CAASPP ELA Scores

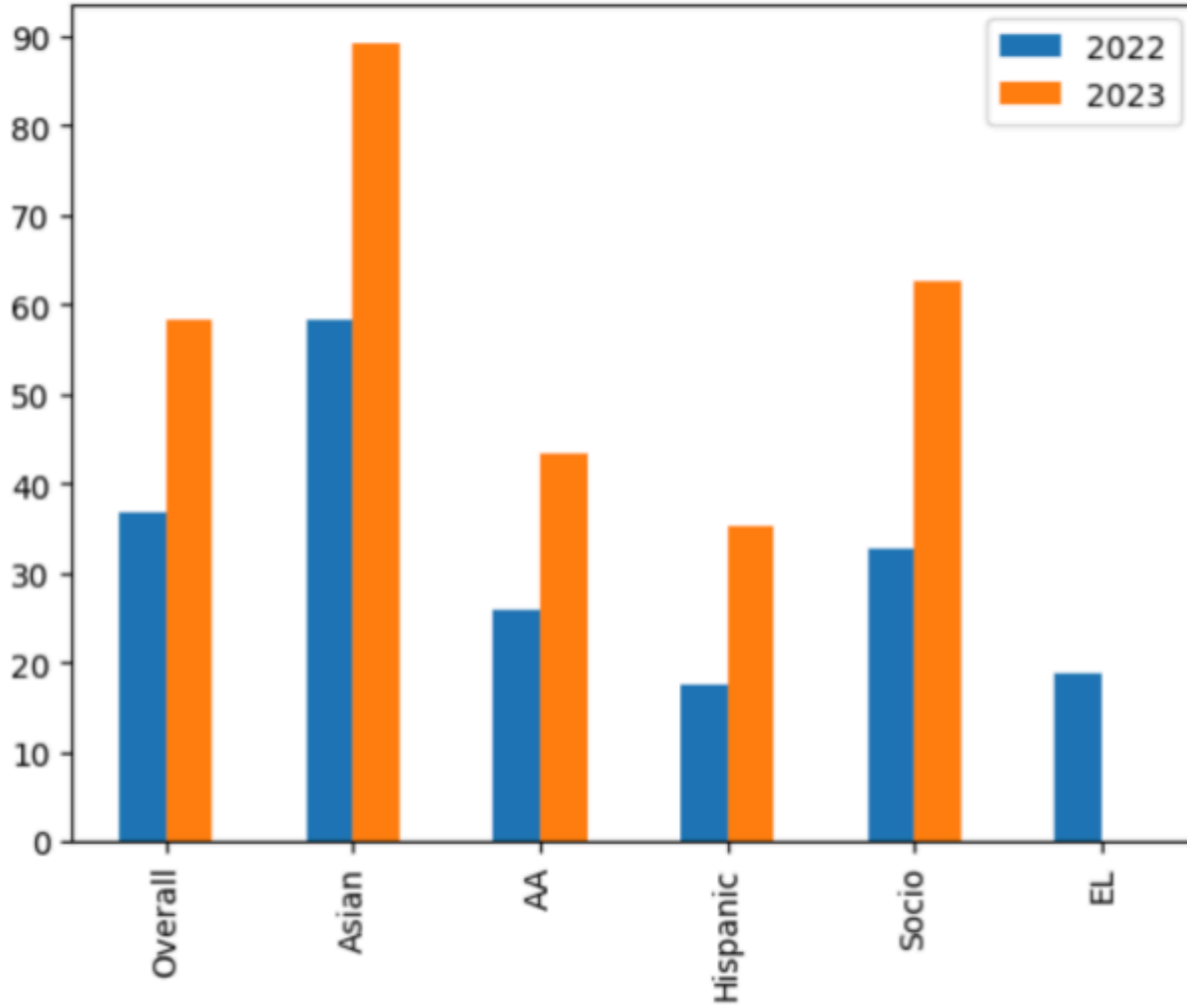
Image 2: 2021-2022 vs 2022-2023 CAASPP Mathematics Scores

Image 3: 2022-2023 vs 2023-2024 Scholastic Reading Inventory Scores

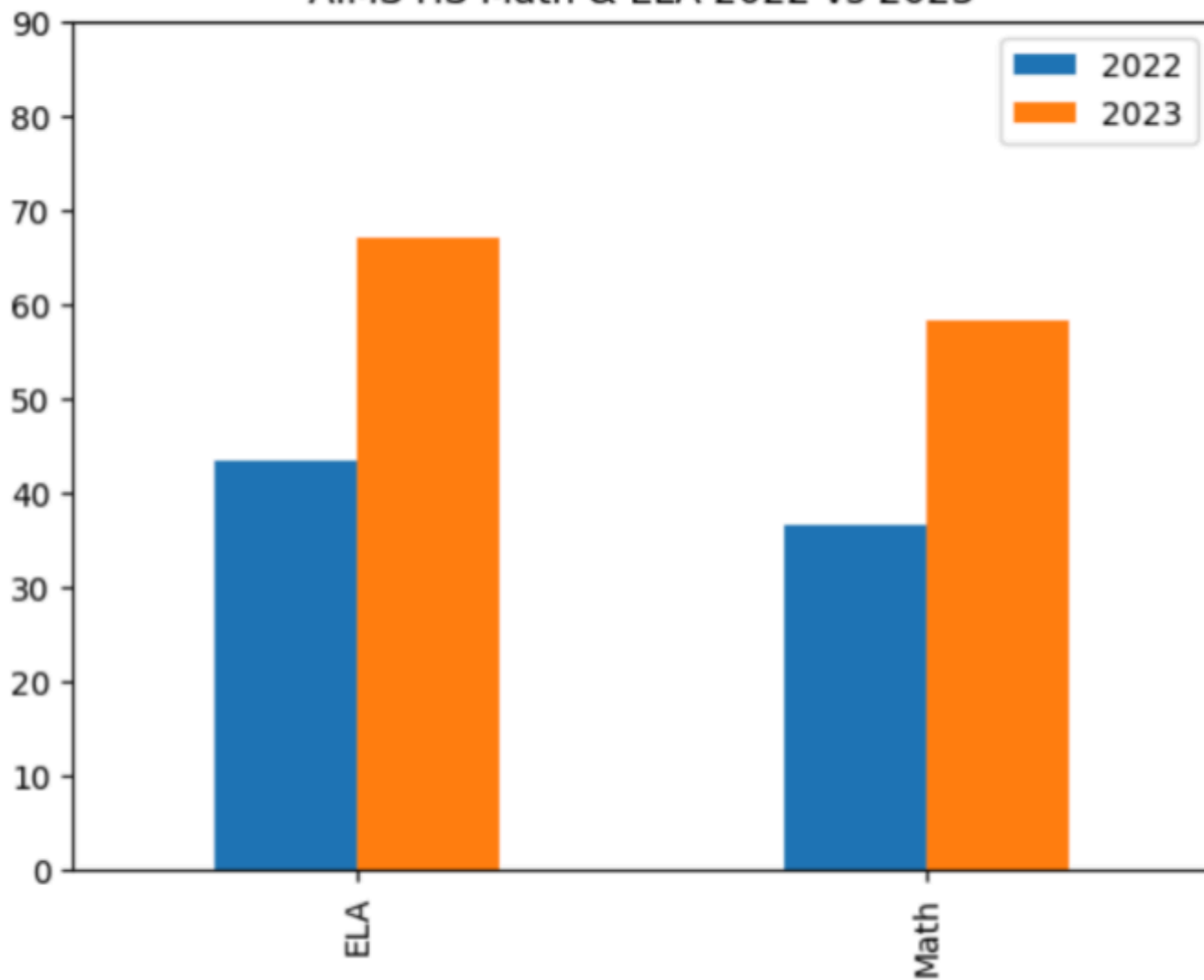
AIMS HS 2022 vs 2023 ELA Scores



AIMS HS 2022 vs 2023 Math Scores



AIMS HS Math & ELA 2022 vs 2023



Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

N/A

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
All educational partners including teachers, staff, parents, students, community members, and the Board.	Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school’s academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP. In February 2024, there was amid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year.
Teachers, administrators, and other school personnel	In spring 2024, the school consulted with teachers and staff during the School Site Council to collect input for the development of the new 3-year LCAP. Every week we provide teachers with professional development and engage them in discussions ranging from instruction to student data to collecting feedback on school programs and plans.
[Identify applicable partner(s) or group(s) here]	[Describe the process for engaging the identified educational partner(s) here]
Parents, including parents of English learners, other unduplicated pupils, and students with disabilities	In spring 2024, the school consulted with parents during the School Site Council to collect input for the development of the new 3-year LCAP, as well as the English Learner Parent Advisory Committee, and via a survey on the school’s overall performance, activities, and programs, which informed the final version of the LCAP
Students	In spring 2024, the school consulted with students during a the School Site Council to collect input for the development of the LCAP.
Teacher, Parent Student Surveys	Surveys were given to Teachers, Parents, and Students for them to provide feedback. Their input provided data for the development of the LCAP.

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Feedback from partners is gathered through surveys, meetings, focus groups and participation in groups such as the School Site Council, Student Government Association, AIMS Parents United. Their input is analyzed to identify common themes, prioritize needs, and to determine which initiatives align with district goals. The adopted LCAP reflects a consensus-driven approach that balances input with educational needs.

Students provide valuable insight into their educational experiences, including what programs and support systems are most effective for their learning. Their feedback leads to initiatives that prioritize student well-being, academic support, extra curricular activities and other aspects directly impacting their education. Pan SGA works directly with the student body, supports teachers and informs the Superintendent. Students are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Parents offer perspectives on their children's educational needs, concerns about the school and expectations for academic and personal growth. Their feedback shapes priorities related to family engagement, strategies between school and home and resources that support diverse student needs. Parents are recruited regularly to join the AIMS Parent Group that supports and volunteers in various capacities throughout the school year. They participate in and engage directly with the school community and local authorizers.

Teachers provide insight into curriculum effectiveness, instructional strategies, professional development needs and support services for students. Their feedback guides decisions on professional learning opportunities, classroom resources, and interventions tailored to improve teaching quality and student outcomes. Teachers (including T's and IA's) are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
[Goal #]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement. Teachers that deliver high-quality instruction through the implementation of State Standards. An achievement gap exists for at-risk students, including English Learners, Foster Youths, and Low Income Subgroups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
[Metric #1]	Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	[Insert outcome here]	[Insert outcome here]	100% of students have access to board adopted materials and instructional supplies	[Insert current difference from baseline here]

[Metric #2]	California Assessment of Student Performance and Progress - English Language Arts	68% of all students will reach proficiency in English Language Arts 40% of our English Language Learners will reach proficiency in English Language Arts	[Insert outcome here]	[Insert outcome here]	67% of all students will reach proficiency in English Language Arts 50% of our English Language Learners will reach proficiency in English Language Arts	[Insert current difference from baseline here]
[Metric #3]	California Assessment of Student Performance and Progress - Mathematics	60% of all students will reach proficiency in mathematics 40% of our English Language Learners will reach proficiency in mathematics	[Insert outcome here]	[Insert outcome here]	60% of all students will reach proficiency in mathematics 40% of our English Language Learners will reach proficiency in mathematics	[Insert current difference from baseline here]
[Metric #4]	California Assessment of Student Performance and Progress Science	30% of all students will reach proficiency in science	[Insert outcome here]	[Insert outcome here]	32% of all students will reach proficiency in science	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Approved curriculum (textbooks, online learning platforms)	Approved curriculum - will ensure that students have access to appropriate curriculum. Chemistry, 15th Edition - Student textbooks \$17,238.25 Campbell Biology AP Edition (12th Edition) -Teacher Manual World Civilizations: The Global Experience, Since 1200 8th Edition, AP (Pearson, 2021) - Teacher Manual Exploring Environmental Science for AP (Cengage 2019) - Teacher Manual	\$ 73,993.50	
1.2	Supplemental Curriculum, Online Learning Platforms	Approved online learning programs to supplement learning and promote student success Quill Writing, IXL, additional learning programs. IXL	\$28,000	Yes
1.3	Instructional Materials/Supplies	Instructional materials and supplies to implement curriculum-aligned instruction that includes learning tools, class materials, supplies, science lab, and other instructional materials.	\$60,000	
1.4	Testing Supplies and Fees	Testing supplies and fees for (CAASPP, CAST, ELPAC, AP Exams, ACT, SAT) AP Test \$90,000 SAT 11 Test \$2,500 SAT 12 Test \$3,100 ACT 11 Test \$4,100 Headsets - \$2000 Calculators \$3,500	\$ 105,000.00	Yes

Insert or delete rows, as necessary.

Goal 2

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

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive. We make sure to screen potential candidates and hire only those who are qualified to teach in an AIMS classroom. Our teachers go through weeks of professional development during the school year to ensure they are teaching up to our high standards.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Appropriately credentialed and assigned teachers	71% CalSAAS 2022-2023 Summary	[Insert outcome here]	[Insert outcome here]	75% of teachers are appropriately credentialed and assigned	[Insert current difference from baseline here]
Metric 2	Teacher misassignment	29.03% CalSAAS 2022-2023 Summary	[Insert outcome here]	[Insert outcome here]	25% of teacher misassignment	[Insert current difference from baseline here]
Metric 3	Percent of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	90% of the staff will attend professional development	[Insert outcome here]	[Insert outcome here]	95% of the staff will attend professional development	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness or the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrative Staff	Head of Academics (UPC: HOD0003) Director of Schools (UPC: DROS0001) Dean of Students (UPC: DOS0002)	\$288,252	
2.2	Teachers	Appropriately assigned, trained, and credentialed Teachers will provide high quality instruction to all students using AIMS practices and data driven strategies. HITCH0001, HITCH0002 HITCH0003, HITCH0004, HITCH0005, HITCH0006, HITCH0007, HITCH0008, HITCH0009, HITCH0012, HITCH0013, HITCH0014, HITCH0015, HITCH0016 ARTCH0002	\$1,194,910	
2.3	Teacher Assistants	Teacher Assistants - will support the teachers during instructional time. They will also promote a positive, proactive, professional, and efficient environment. TCHAST0005; TCHAST0006; TCHAST0007; TCHAST0011; TCHAST0012	\$366,039	Yes

2.4	Intervention Aides	<p>Instructional Aids will provide regular and equitable instructional "push-in" and "pull-out" support to students. They will also provide and promote a positive, proactive, professional, and efficient environment.</p> <p>Instructional Aide UPC: IA0006 IA0005</p>	\$23,527.42	Yes
2.5	Professional Development for Staff	<p>Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes.</p> <p>In addition, Integrated and Designated ELD PD will support general ed teachers in support of ELLs. Identified areas of development include Bloom's Taxonomy, Differentiated Instruction, Modified and Adapted Curriculum for EL and SPED students, and culturally responsive pedagogy.</p> <p>7435 LRGEB \$66,000</p>	\$66,000	Yes
2.6	Instructional Coach	<p>Provides coaching, modeling instruction, lesson design, instructional delivery and assessment related to English language arts, English language development, social studies, science and math.</p> <p>UPC: INSTC0001</p>	\$39,036	Yes
2.7	Teacher Supplies/Furniture	Teacher supplies for the classroom and to support with lesson planning	\$70,000	
2.8	Food and Refreshments	Food and refreshments for staff during during professional development meetings to review student data, disaggregate data, strategize effective instructional implementation	\$30,000	

2.9	College Bound Kids Coordinator and Program	<p>College bound kids will provide youth with the guidance, support and encouragement to attain college goals.</p> <p>College Bound Kids Program: Supplies \$672 College Bound Kids Program: Non Capitalized Equipment \$168 College Bound Kids Program: Travel \$336 College Bound Kids Program: Professional Development \$119 College Bound Kids Program: College Tours \$3,400 College Apps \$24,000 CBK Coordinator CBKCO0001 \$72,116</p>	\$105,811	Yes
2.10	Substitute Services	Substitute teachers hired to provide temporary placement for teachers as needed.	\$80,000	
2.11	Teacher Induction Support	The school will continue to provide an Induction Program for beginning teachers and interns.	\$6120	Yes
2.12	Teacher Intern Support	The school will continue to provide an intern support program	\$4000	Yes
2.13	Instructor Permit Fees	The school will pay for instructor fees with California Teaching Credential (30-day permit, STSP, PIP)	\$800	
2.14	Saturday School	<p>Intervention support provided on Saturdays to address learning loss, credit recovery, test prep, tutoring, additional academic support, expanded learning, or restorative justice.</p> <p>WININT0001; WININT0002; WININT0003; WINAID0001; WINAID0002</p>	\$31,071	Yes
2.15	Summer School, Intercession (Winter, Spring)	<p>Intervention support provided during Summer Break, Winter Break, or Spring Break to address learning loss, credit recovery, test prep, tutoring, additional academic support, expanded learning, or restorative justice.</p> <p>SSTCH0001; SSTCH0002; SSTCH0003; SSTCH0004; SSTCH0005; SSTCH0006; SSAID0001; SSAID0002</p>	\$13,002	Yes
2.16	Supports for Students with Disabilities	Materials, supplies and/or Personnel to support special education program and students	\$19,900	

Insert or delete rows, as necessary.

Goal 3

Goal #	Description	Type of Goal
[Goal #]	Measurement of Data: Use of technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st-century learners and educators.	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS is a heavily data-based educational program. We have our own data department which is responsible for producing the data, sharing it with teachers, and training teachers on how to use data. We developed this goal because we want to ensure that all of our teachers are comfortable and knowledgeable when looking at data and planning for their students' success in the classroom. We believe that data-driven

instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it. So this goal was created to help with that task.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Formative Assessment Math -NWEA (MAP) Proficiency	50% Proficiency 40% for English Language Learner Subgroups	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All Sudents 50% for English Langauge Learner Subgroups	[Insert current difference from baseline here]
Metric 2	Formative Assessment ELA -NWEA (MAP) Proficiency	50% Proficiency 40% for English Language Learner Subgroups	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All students 50% for English Langauge Learner Subgroups	[Insert current difference from baseline here]
Unified Insights	50% Usage	50% of teachers have used Unified Insights to look at student data	[Insert outcome here]	[Insert outcome here]	60% of teachers have used Unified Insights to look at student data	[Insert current difference from baseline here]
NWEA	N/A this will be a new program for 2024-2025	80% of students will be tested using NWEA benchmark assessments	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using NWEA benchmark assessments	[Insert current difference from baseline here]
Illuminate	80% usage	80% of students will be tested using Illuminate benchmark assessments	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using Illuminate Benchmark assessments	[Insert current difference from baseline here]
Respond EDU	10% of teachers used RespondEDU	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	60% of teachers will use RESPOND EDU to create their lesson plans	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Unified Insights	AIMS will contract with a third-party entity to collect, analyze, and report academic data for school improvement, monitor student progress, analyze trends, and meet local, state, and federal reporting requirements	\$3,296.00	Yes
3.2	NWEA	NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter. 7435 (LREBG)	\$7,031.00	Yes
3.3	Illuminate	Illuminate is a standards-based assessment program. It allows us to create local assessments based on the pacing guides of the district 7435 (LREBG)	\$4,152.00	Yes
3.4	Respond Edu	Respond EDU is a standards-based lesson plan creation system that uses AI technology to help teachers execute the full lesson plan cycle	0	
3.5	Academic Counselors	Academic counselor will update grading system support UPC: ACOUNS0002	\$91,712	Yes

Insert or delete rows, as necessary.

Goal 4

Goal #	Description	Type of Goal
[Goal #]	School Culture and Climate: A clean, safe and positive environment that's based upon the principles of family and community, with increased parent engagement.	[Identify the type of goal here]

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)

Priority 3: Parental Involvement (Engagement)

Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

To provide students and families with appropriate health services interventions to be healthy and be able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students. COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. Our goal is to provide a positive, safe, and comfortable environment where students and teachers only need to worry about teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other’s background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for students of all races.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	School Survey - Question regarding Safety	Student Response: 47.25% Family Response: 91% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Student Response: 52% Family Response: 93% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert current difference from baseline here]

Metric 2	Family Survey - Question regarding High Expectations	Family Response: 76% strongly agree or agree Source California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Family Response: 82% strongly agree or agree Source California School Parent Survey (CSPS)	[Insert current difference from baseline here]
Metric 3	Student Survey Student - Caring Relationships	Student Survey Response: 47.25% Source California Health Kids Survey (CHKS)	[Insert outcome here]	[Insert outcome here]	Student Survey Response: 65% Source California Health Kids Survey (CHKS)	[Insert current difference from baseline here]
Metric 4	Percent of students in grade 9-12, receiving social emotional counseling, who reported an increased sense of connection and belonging.	School Wide Suspension Rate 2.2%	[Insert outcome here]	[Insert outcome here]	≥ 2% School Wide Suspension rate	[Insert current difference from baseline here]
Metric 5	School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2023-2024 the facility received Good rating on the Facilities Inspection Tool	[Insert outcome here]	[Insert outcome here]	School facility will be maintained and in good repair. The facility will receive Good rating on the Facilities Inspection Tool (FIT)	[Insert current difference from baseline here]
[Metric #]	[Insert metric here]	[Insert baseline here]	[Insert outcome here]	[Insert outcome here]	[Insert target outcome here]	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Administrative Assistant and Clerk	Supporting with the day to day operations and ensuring the positive environment. Administration Assistant (UPC: ADMIN0003) Clerk (UPC: CLERK0003)	\$152,724	

4.2	Community Liason and Parent Engagement	<p>The AIMS Community Liason helps lead the Family Advisory Council (FAC) and provides wrap-around support, voices, and engagement activities for all families. COMLIA0001 (1900 or 5812?)</p> <p>Community Liason also supports homeless and foster youth students</p> <p>Parent engagement such as Back to School Night, Open House, Town Hall Meetings.</p>	\$49,753	Yes
4.3	Health Coordinator & Health supplies	<p>Health Coordinator will help to provide basic assessment, support student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing student's health needs, students will be supported in the learning process and poised for achievement.</p> <p>HLTCO0002</p>	\$103,000	Yes
4.4	AIMS Athletic Department and Clubs (LCFF)	<p>The purpose of the AIMS Athletic Department is to aid in the academic, emotional, mental, and physical development of our scholar-athletes through the promotion of teamwork, leadership, sportsmanship, and organized athletic competition.</p> <p>Athletic Director, Assistant Athletic Director, Coach, Assistant Coach, entry fees, insurance, snacks, transportation, uniform, Sports banquets.</p> <p>9th - 12th Sports Fall Sports: Cross Country (B/G), Volleyball (G), Soccer (B), Cheer Winter Sports: Volleyball (B), Basketball (B/G), Soccer (G), Cheer Spring Sports: Badminton</p>	\$119,516	Yes

4.5	ParentSquare (LCFF)	ParentSquare is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. Parent Square also delivers secure documents and provides translation support in Chinese and Spanish languages.	\$1,190	
4.6	PowerSchool (SIS)	PowerSchool is the Student Information System that is used to keep track of attendance, gradebook and student demographic information.	\$5000	
4.7	Oakland Enrolls / Avela	AIMS has partnered with Oakland Enrolls since its inception in 2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.	13,275	
4.8	Public Transportation Support to Vulnerable Student Populations (LCFF)	AIMS will provide support to its most vulnerable student populations (low-income, homeless, foster care, etc.) by providing public transportation passes (clipper cards).	[\$ 0.00]	
4.9	Technology Services, Inventory Software and helpdesk	AIMS will contract IT services to help maintain and improve our wireless and technology infrastructure.	\$3799	
4.10	Campus Security / Bell System Enhancements (LCFF)	AIMS will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system. AIMS will also commit to an orderly pick up and dismissal system. AIMS will be in compliance with school safety procedures and will carry out monthly drills.	5000	
4.11	Experiential Learning / Field Trip Opportunities	AIMS will commit funding to permit students to engage in educational and end of year field trips, senior class trip, and college tours. Senior class trip \$10,000 LCFF \$15,000 East coast college tours LCFF \$35,000	\$60,000	Yes
4.12	After School & Enrichment/Extracurricular Programs/Clubs	After School & Enrichment/Extracurricular Programs/Clubs	\$30,000	Yes
4.13	Teacher Appreciation	Events and activities to show educator appreciation.	1000	

4.14	Student Government Association	<p>SGA The AIMS Student Government Association will provide opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.</p> <p>7435 (LREBG)</p>	\$5,000	Yes
4.15	Golden Talon/Yearbook	The Golden Talon Yearbook AIMS will commit funding to the printing and distribution of The Golden Talon Yearbook, a student yearbook production.	\$13,000	
4.16	No bullying School Campaign	Restorative practices: assemblies and workshops	5000	
4.17	Student Uniforms	Polos, Sweaters, PE Uniforms, and other items needed to ensure that students are following the uniform dress code.	\$60,000	
4.18	Student Events	AIMS will have student events such as graduation, orientations, and honor roll assemblies with incentives to promote the school community.	\$42,000	Yes
4.19	Educational Stakeholders Surveys	<p>Surveys from CalSCHLS</p> <p>Student Survey</p> <p>Teacher surveys California School Staff Survey (CSSS)</p> <p>Parent Survey (\$1000)</p>	\$1000	Yes
4.20	PBIS Incentives, Rewards and Events	<p>AIMS will continue to implement Positive Behavior Intervention Support (PBIS) programs and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards. Together, with restorative justice practices, and curriculum, PBIS will help increase student attendance, maintain a low suspension rate, and promote a safe and positive learning environment.</p> <p>\$1000</p>	\$15,000	
4.21	GoGuardian	GoGuardian empowers staff with effective tools to create safe and engaging learning for every student. From digital guardrails to student safety support, we'll help you lay the foundation for learning to thrive.	\$ 2,853.71	

4.22	Vision to Learn	Provide vision screening, eye examinations and glasses for students who need glasses. 7435 (LREBG)	\$20,000	Yes
4.23	Safe and Secure Facilities	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. Safety trainings and drills will be conducted for students and staff.	\$225,000	

Insert or delete rows, as necessary.

Goal 5

Goal #	Description	Type of Goal
[Goal #5]	<p>By the end of the 2024-2025 School Year, English learner (EL) students in grades 9-12 will:</p> <ul style="list-style-type: none"> » Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by analysis of teacher observations » 50% of these students will increase proficiency in English by one level or more as measured by Summative ELPAC results » 25% or more of these students will be reclassified as Fluent English Proficient » 50% of these students will be meeting or exceeding standards in ELA 	Focus

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our LEA has developed an observable teaching goal in recognition that a prerequisite to increasing student learning outcomes is improving teaching performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the effects of improved teaching performance will show up over an extended time period.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	% of observed teaching time with GLAD strategies	GLAD use observed 0% of teaching time	[Insert outcome here]	[Insert outcome here]	GLAD use observed 50% of teaching time	50%
Metric 2	English Learners making annual growth as measured by ELPAC annual growth data	40% of English Language Learners made at least one level progress based on ELPAC data	[Insert outcome here]	[Insert outcome here]	50% of English Language Learners made at least one level progress based on ELPAC data	10%
Metric 3	Rate of reclassification	15% of English Language Learners were reclassified in 2024	[Insert outcome here]	[Insert outcome here]	25% or more of English Language Learners will be reclassified as Fluent	15%
Metric 4	% meeting or exceeding ELA standards	40% of English Language Learners met or exceeded ELA standards	[Insert outcome here]	[Insert outcome here]	50% of English Language Learners will be meeting or exceeding standards in ELA	10%

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	ELD Coordinator/Manager	ELD Coordinator/Manager will organize on-going training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.	\$30,064	Yes
5.2	ELD Teacher	ELD Teacher will provide regular, targeted instructional support to small intervention groups (of ELPAC level 1 and 2 EL students) and supplementary language curriculum support to level 3 students. ELD Coordinator will support ELD teacher with lesson planning support to embed and implement ELD standards.	\$71,897	Yes
5.3	ELPAC Testing Expenses	ELD Coordinator/Manager will create testing info cards, signage, review materials and other resources to improve testing process	\$5,967	Yes
5.4	ELD Technology Expenses	ELD Coordinator/Manager will maintain software licenses and devices for language-learning technology such as Rosetta Stone and ELD iPads	\$1000	Yes

Insert or delete rows, as necessary.

Goal 6

Goal #	Description	Type of Goal
[Goal #6]	Within three years, the district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness.	Broad

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)

An explanation of why the LEA has developed this goal.

California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement. Furthermore, student survey data indicates that 2% of low-income students in middle and high school participate in student clubs or leadership groups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Chronic Absenteeism Rate	13% of Students are chronically absent	[Insert outcome here]	[Insert outcome here]	7.5% of students are chronically absent	[Insert current difference from baseline here]
Metric 2	Attendance Rate	93.97% ADA	[Insert outcome here]	[Insert outcome here]	[Insert target outcome here]	[Insert current difference from baseline here]
Metric 3	Suspension Rate	School Wide Suspension Rate 2.2%	[Insert outcome here]	[Insert outcome here]	≥ 2% School Wide Suspension rate	[Insert current difference from baseline here]
Metric 4	Discipline Referral Rate	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	Less than 25% of students will receive a discipline referral	[Insert current difference from baseline here]
Metric 5	Percent of Students Participating in a Student Club or Leadership Group	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	50% of students will participate in a Student Club or Leadership Group	[Insert current difference from baseline here]
Metric 6	Percent of students in grade 9-12, receiving social emotional counseling	No baseline data available (This data has not been previously collected.)			15% of students in grade 9-12, receiving social emotional counseling	

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Attendance incentives & rewards	To address CA Dashboard data on chronic absenteeism: African American, English Learners, Hispanic, Socioeconomically disadvantaged, and students with disabilities. AIMS will celebrate attendance, incentives, and rewards to decrease chronic absenteeism and promote student engagement.	\$60,000	Yes
6.2	Monthly attendance celebrations	To celebrate attendance, AIMS will hold monthly attendance events and celebrations to recognize students' attendance.	\$10,000	Yes
6.3	Campus Supervisor	Will ensure that the campus is safe. Will also work with site leadership to re-engage students that are chronically absent. CAMP0003 CAMP0004	\$150,849	Yes
6.4	Student Events for perfect attendance	Student Events for perfect attendance.	\$1,000	Yes
6.5	Student Events Coordinator	The Student Activity Coordinator will maintain school events STACT0001	\$28,732	Yes
6.6	SEL Curriculum & Professional Development	CharacterStrong will support school culture and climate, "The aim of education is to help young people be successful in their lives. Success can include metrics like academic growth, college & career readiness, and overall life satisfaction. In the pursuit of achieving these goals, there are 3 outcomes that serve as the foundation upon which student success is built". CharacterStrong \$8,000	\$17,000	Yes
6.7	SEL Counselor	Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health. COUNS0001	\$34,031	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$1,428,272	\$878,378

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
24.90%	0%	\$0	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 - Actions 1.1-1.4	Ensure all subgroups have the curriculum and supplies needed to engage in learning	Most of our students fall under the unduplicated subgroup, and the actions address access to curriculum and supplemental curriculum bridging the learning gap, classroom materials and supplies and testing materials	Approved curriculum, CAASPP, Classroom supplies/ science materials, testing supplies and fees

<p>Goal 2 - Actions 2.1 - 2.17</p>	<p>Ensuring students have properly credentialed teachers/ teachers have tools to properly administer instruction</p>	<p>Adequate and properly credentialed campus supports for unduplicated and underserved student groups encompass a comprehensive approach. This includes ensuring all administrative staff, teachers, teacher assistants, intervention aides, instructional coaches, college and career coordinators, substitutes, and support personnel such as induction/inter/permit support are fully staffed and trained. Additionally, provisions for Saturday academic intervention, winter intersession/summer school opportunities, professional development, and sufficient SPED supplies and personnel are essential to meet the diverse needs of these student groups effectively.</p>	<p>The metrics to monitor effectiveness can be achieved by ensuring teachers are appropriately credentialed and assigned, minimizing teacher mis-assignments, and increasing the percentage of teachers participating in professional development that they find positively impacts their instructional practices.</p>
<p>Goal 3 - Actions 3.1 - 3.5</p>	<p>AIMS utilizes data-based educational programs to analyze and assess verifiable data and trains teachers on how to use data to inform instructional practices.</p>	<p>We believe that data-driven instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it.</p>	<p>Formative assessments in Math and ELA to gauge student proficiency, Unified Insight for school wide data collection and to identify trends, NWEA Benchmark assessments, Illuminate Benchmarks, and Respond EDU used by teachers to create lesson plans and academic counselors.</p>

<p>Goal 4 - Actions 4.1 - 4.22</p>	<p>Fostering a positive school culture and climate for students involves prioritizing their voice and choice through community liaison efforts and engaging parents actively. This includes ensuring access to appropriate health services and interventions, offering sports and clubs to promote teamwork, leadership, and sportsmanship, and effectively communicating with families in their preferred languages to enhance inclusivity.</p>	<p>The initial points of contact for parents upon entering the building oversee community engagement and parent relations. The Health Coordinator manages supplies, while the Athletic Department oversees clubs. ParentSquare facilitates communication with families, and PowerSchool provides access for parents and students. The Oakland enrolls/AVELA partnership supports families in navigating public school options, focusing on ease, efficiency, transparency, and equity. A partnership with public transportation ensures vulnerable students receive free clipper cards. SGA, PBIS Rewards, Restorative Justice Training, and after school enrichment programs promote positive behavior and interventions. Go Guardian supports staff in creating a secure digital learning environment and facilitating task-oriented activities. Vision to Learn to provide eye exams and glasses for students who need glasses.</p>	<p>Providing various means of stakeholder engagement through surveys (student, parent, teacher) to inform ways to positively influence school culture and climate.</p>
<p>Goal 6 - Actions 6.1 - 6.7</p>	<p>Chronic Absenteeism: The district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness</p>	<p>California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement</p>	<p>Utilizing a myriad incentives, rewards and celebrations to promote presence and campus supervisors, SEL counselors and curriculum to engage the student body.</p>

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 5 - Actions 5.1 - 5.4	Our English Learner (EL) students are a unique and essential subgroup to be supported via participation in English Language Development (ELD) instruction using Guided Language Acquisition Design (GLAD) for at least 50% of their class time, as elated through teacher observation. We anticipate the progression of students will advance their English proficiency by one level or or, as evident by their performance on the Summative ELPAC; students who will successfully transition to Fluent English Proficiency (RFEP) status, and students who will demonstrate proficiency in meeting or exceeding grade-level standards in ELA.	To ensure that these needs are met, action items support ELD coordinator, ELD Teacher, testing expenses ad software and licenses By the conclusion of the academic year, our dedicated focus on English Learners (EL) aims to achieve significant milestones to increase participation in integrated Language Development instruction (ELD), employ GLAD instruction during classroom time with respect to ongoing teacher observation. The goal is for 60% of EL Students to demonstrate measurable progress in their English proficiency and to reach Fluent English Proficiency at the end of the academic year.	Metrics to monitor effectiveness include observation of teaching time with GLAD strategies, measurable EL growth via annual growth data, improvement of rate of reclassification and percentage of ELs to meet and exceed ELA standards.

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not applicable. All limited actions contributing to meeting the increased or improved services requirement are associated with an expenditure of LCFF funds

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

[Provide description here]

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>
Staff-to-student ratio of certificated staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>

2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 7,310,890.15	\$ 5,374,867.47

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Textbooks, Supplemental Curriculum, and Individual Online Learning Platforms	No	\$ 90,007	\$ 83,000
1	2	VAPA-Visual Performing Arts Department Resources	No	\$ 60,000	\$ 35,000
1	3	Instructional Materials	No	\$ 45,000	\$ 20,000
1	4	ELD Curriculum, ELD Field Trips, Supplies and Materials	Yes	\$ 10,929	\$ 59,909
2	1	Administrative Staff	No	\$ 310,291	\$ 254,500
2	2	Teachers, Substitutes	No	\$ 1,560,184	\$ 198,255
2	3	School Supplies and Uniforms (LCFF)	No	\$ 30,000	\$ 20,000
2	4	Professional Development and Coaching	No	\$ 58,693	\$ 30,000
2	5	Support Staff	No	\$ 938,396	\$ 643,104
2	6	College Bound Kids Coordinator and Program College Applications Scholarships (LCFF)	No	\$ 194,546	\$ 194,546

2	7	Saturday Intervention Enrichment School, Students Tutors, Summer Intervention, Winter Intervention, Spring and Thanksgiving Intervention	Yes	\$	83,334	\$	40,000
		Program Coordinator Staffing and Supplies					
2	8	El Dorado SELPA Agreement Fed SpEd	Yes	\$	34,304	\$	34,304
2	9	SpEd Staff and Supplies and Materials for SpEd students (State SPED)	Yes	\$	356,664	\$	401,142
2	10	Academic Counselor, Student Activity Coordinator	No	\$	259,030	\$	200,000
2	11	ELD Coordinator & ELD IA (LCFF)	Yes	\$	110,000	\$	55,000
2	12	Instructional Coach	No	\$	50,361	\$	35,000
3	1	District-Wide Assessments & Data Platforms	No	\$	7,600	\$	6,928
3	2	HMH Scholastic Math Inventory/ HMH	No	\$	7,000	\$	-
4	1	AIMS K-12 College Prep Charter District	No	\$	1,639,163	\$	1,810,276
4	2	Socioemotional Counselor / Mental Health	No	\$	46,270	\$	46,270
4	3	Health Coordinator (A-G)	Yes	\$	40,000	\$	26,000
4	4	Community Liaison and Parent Engagement	No	\$	49,049	\$	44,000
4	5	Healthy and Nutritious Meals, Child Nutrition & Food Services [NSLP/SSO] (LCFF, SSO)	No	\$	146,402	\$	144,000
4	6	Custodial Staff, Facility Maintenance & Utilities (LCFF)	No	\$	508,265	\$	422,000
4	7	AIMS Athletic Department and Clubs (LCFF)	No	\$	119,516	\$	119,516
4	8	Oakland Enrolls / Schoolmint / PowerSchool -	No	\$	25,000	\$	23,489
4	9	Public Transportation Support to Vulnerable	No			\$	-
4	10	IT Services / IT Maintenance (LCFF)	Yes	\$	10,000	\$	18,150
4	11	Computer / School Furniture Inventory	No	\$	79,500	\$	55,000
4	12	Campus Security / Bell System	No	\$	6,000	\$	3,000
4	13	Experiential Learning / Field Trip	No	\$	50,000	\$	20,000
4	14	Teacher Appreciation	No	\$	5,000	\$	5,000
4	15	School Culture Enhancements/ No Bullying	No	\$	65,000	\$	50,000
4	16	Student Events (LCFF)	Yes	\$	28,500	\$	28,500
4	17	District Oversight Feed	No	\$	56,886	\$	56,886
4	18	Lakeview Lease	No	\$	230,000	\$	192,092

2023-2024 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$ -	\$ 221,270	\$ 221,270	\$ 0	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Textbooks, Supplemental Curriculum, and Individual Online Learning Platforms	No	\$ -	\$ -	0.00%	0.00%
1	2	VAPA-Visual Performing Arts Department Resources	No	\$ -	\$ -	0.00%	0.00%
1	3	Instructional Materials	No	\$ -	\$ -	0.00%	0.00%
1	4	ELD Curriculum, ELD Field Trips, Supplies and Materials	Yes	\$ -		0.00%	0.00%
2	1	Administrative Staff	No	\$ -	\$ -	0.00%	0.00%
2	2	Teachers, Substitutes	No	\$ -	\$ -	0.00%	0.00%
2	3	School Supplies and Uniforms (LCFF)	No	\$ -	\$ -	0.00%	0.00%
2	4	Professional Development and Coaching	No	\$ -	\$ -	0.00%	0.00%
2	5	Support Staff	No	\$ -	\$ -	0.00%	0.00%
2	6	College Bound Kids Coordinator and Program College Applications Scholarships (LCFF)	No	\$ -	\$ -	0.00%	0.00%
2	7	Saturday Intervention Enrichment School, Students Tutors, Summer Intervention, Winter Intervention, Spring and Thanksgiving Intervention	Yes	\$ -		0.00%	0.00%
2	8	Program Coordinator Staffing and Supplies	Yes	\$ -		0.00%	0.00%
2	9	El Dorado SELPA Agreement Fed SpEd students (State SPED)	Yes	\$ -		0.00%	0.00%
2	10	SpEd Staff and Supplies and Materials for SpEd students (State SPED)	Yes	\$ -		0.00%	0.00%
2	11	Academic Counselor, Student Activity Coordinator	No	\$ -	\$ -	0.00%	0.00%
2	12	ELD Coordinator & ELD IA (LCFF)	Yes	\$ 110,000		0.00%	0.00%
3	1	Instructional Coach	No	\$ -	\$ -	0.00%	0.00%
3	2	District-Wide Assessments & Data Platforms	No	\$ -	\$ -	0.00%	0.00%
4	1	HMH Scholastic Math Inventory/ HMH Scholastic	No	\$ -	\$ -	0.00%	0.00%
4	1	AIMS K-12 College Prep Charter District CMO	No	\$ -	\$ -	0.00%	0.00%
4	1	Socioemotional Counselor / Mental Health	No	\$ -	\$ -	0.00%	0.00%
4	2	Health Coordinator (A-G)	Yes	\$ 46,270		0.00%	0.00%
4	3	Community Liaison and Parent Engagement	No	\$ -	\$ -	0.00%	0.00%
4	4	Healthy and Nutritious Meals, Child Nutrition &	No	\$ -	\$ -	0.00%	0.00%
4	5	Custodial Staff, Facility Maintenance & Utilities	No	\$ -	\$ -	0.00%	0.00%
4	6	AIMS Athletic Department and Clubs (LCFF)	No	\$ -	\$ -	0.00%	0.00%
4	7	Oakland Enrolls / Schoolmint / PowerSchool -	No	\$ -	\$ -	0.00%	0.00%
4	8	Public Transportation Support to Vulnerable	No	\$ -	\$ -	0.00%	0.00%
4	9	IT Services / IT Maintenance (LCFF)	Yes	\$ -		0.00%	0.00%
4	10	Computer / School Furniture Inventory (LCFF)	No	\$ -	\$ -	0.00%	0.00%

4	11	Campus Security / Bell System Enhancements	No	\$ -	\$ -	0.00%	0.00%
4	12	Experiential Learning / Field Trip Opportunities	No	\$ -	\$ -	0.00%	0.00%
4	13	Teacher Appreciation	No	\$ -	\$ -	0.00%	0.00%
4	14	School Culture Enhancements/ No Bullying	No	\$ -	\$ -	0.00%	0.00%
4	15	Student Events (LCFF)	Yes	\$ 65,000		0.00%	0.00%
4	16	District Oversight Feed	No	\$ -	\$ -	0.00%	0.00%
4	17	Lakeview Lease	No	\$ -	\$ -	0.00%	0.00%
4	18	Lakeview Lease	No	\$ -	\$ -	0.00%	0.00%

2023-2024 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$ -	\$ -	0.00%	0.00%	\$ 221,270	0.00%	0.00%	\$ -	0.00%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- o Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
and/or

- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:

- o The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- o The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - o Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - o Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - o Indicate the school year to which the baseline data applies.
 - o The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **“Measuring and Reporting Results”** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness or the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.

- o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - o The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - o These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of improved Services as documented in the Contributing Actions table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. *This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.*
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - o Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**

- This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

- **7. Total Estimated Actual Expenditures for Contributing Actions**

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**

- This amount is the total of the Planned Percentage of Improved Services column.

- **8. Total Estimated Actual Percentage of Improved Services (%)**

- This amount is the total of the Estimated Actual Percentage of Improved Services column.

- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**

- This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
American Indian Public Charter School II	Natalie Glass Director of Schools	natalie.glass@aimsk12.org

Plan Summary [2024-2025]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

American Indian Public Charter School II is located in downtown Oakland. We serve 650 students. The school community prides itself on being family oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

AIMS Mission Statement Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post- secondary programs and become productive members of society

AIMS Credo The Family: We are a family at AIMS Schools The Goal: We are always working for academic and social excellence. The Faith: We will prosper by focusing and working toward our goals. The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

AIMS Values At AIMS we value: Excellence - Commitment to excellence in all that we do Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable Empathy - Recognition of dignity and worth of every human being Family and Community - Building of family and community

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Based on the CAASPP results, we can see an overall increase in both math and ELA proficiency. In terms of our subgroups, mostly all of our subgroups made an increase in proficiency for both subjects. This includes subgroups by race, socioeconomically disadvantaged,

SPED, and our English Language Learners. However, our Hispanic/Latinx population saw a slight decrease with 5.72% in math and 8.14% in ELA compared to the previous year. We saw a large increase with our SPED students in mathematics, with a 17% increase from the previous year. Our English learner population saw a small increase of 0.03 in ELA and 2% in math. Our goal is to see every subgroup increase year after year in any way they can.

For our local measurements, we used Scholastic Reading Inventory to determine the reading levels and Lexiles of our students. Students took the benchmark every quarter. Our AIPCS II students saw an increase of 6% in the elementary school, putting them at a proficiency rate of 72%. Our middle school saw a small decrease of 4%. However, they are still at an overall proficiency level of 66%, which is very high. These results were captured during the final quarter of years 2023 and 2024.

In more detail for our subgroups, our Asian ELA proficiency had a decrease of -2.84%, while math had an increase of 4.42%. Our African American population for ELA with 4.46% and math at 4.42%.

Our Hispanic population were the only subgroup that had a decrease in both math and ELA. There was in decrease in ELA of 5.72% and 8.14% in math. Our white subgroup population saw an increase of 4% in ELA and the largest percentage increase for this year in math with 21.06%. Students who are socioeconomically disadvantaged saw an increase in both math and ELA with 2.59% and 2.58%.

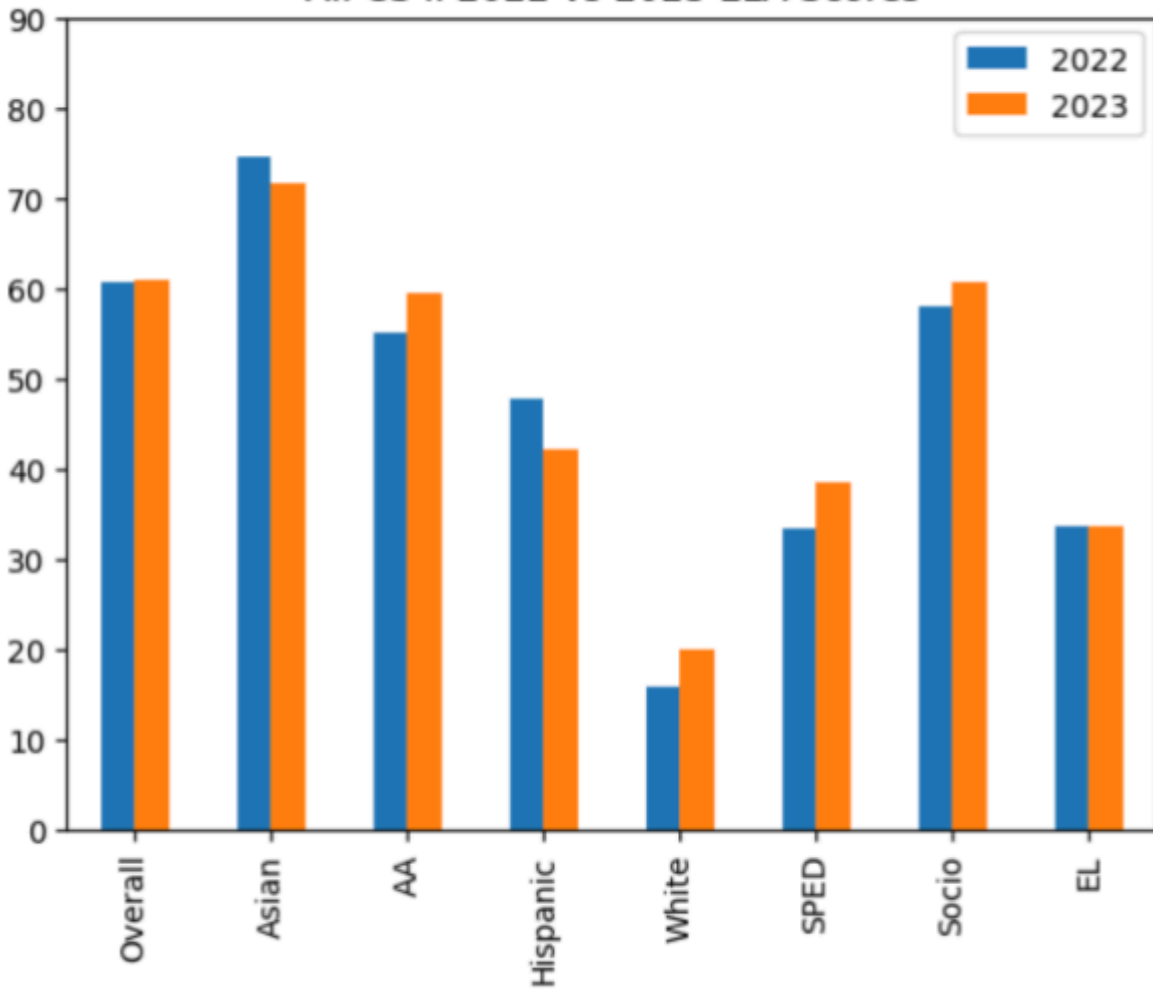
Both our SPED population and English language learners also saw increases in both math and ELA. Our SPED proficiency increased 5.13% for ELA and 17% for math. Or ELL's progressed as well with a 0.03% increase in ELA and 2% in math. Overall, mostly all of our subgroups showed improvement from one year to the next except our Hispanic subgroup.

Image 1: 2021-2022 vs 2022-2023 CAASPP ELA Scores

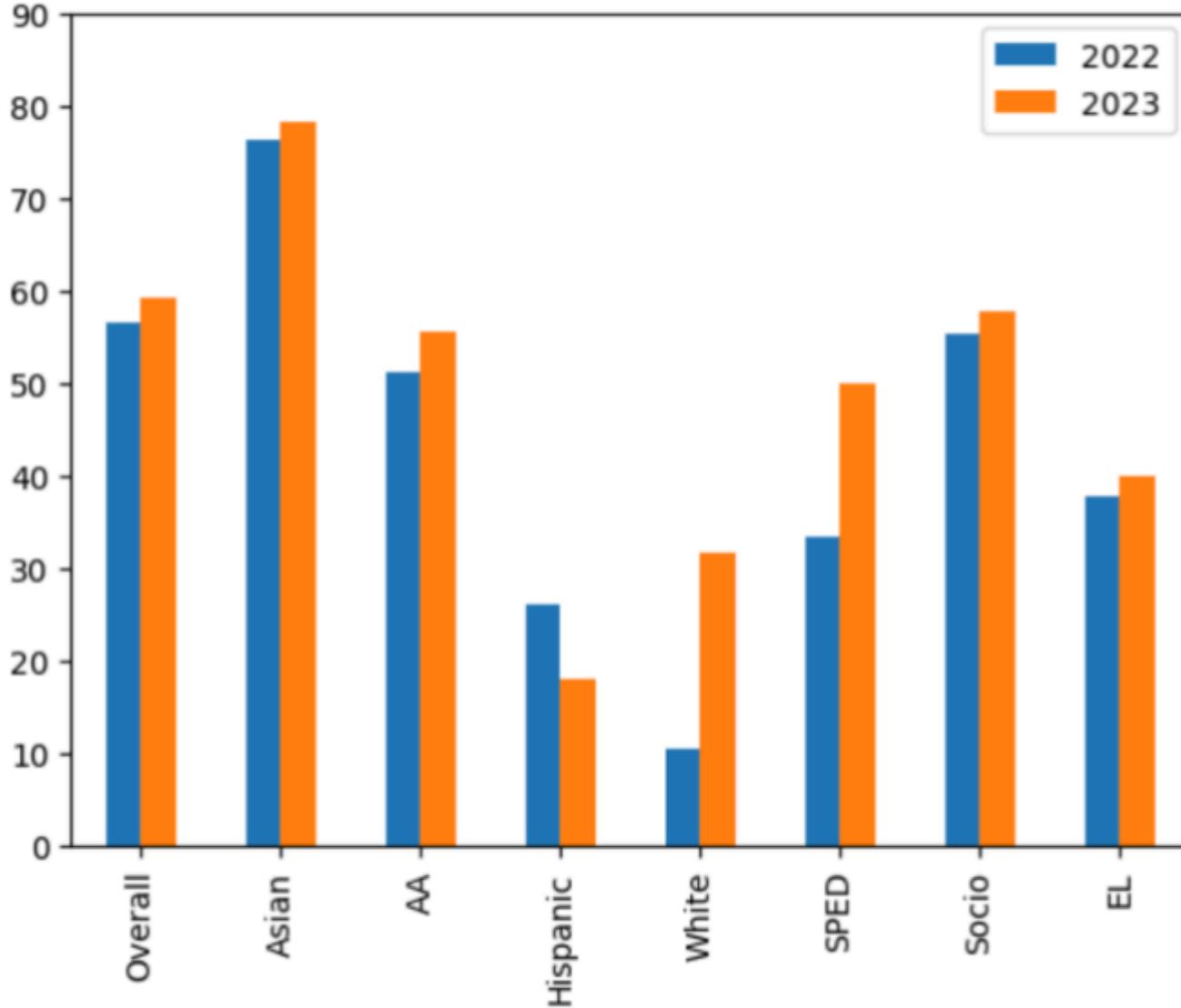
Image 2: 2021-2022 vs 2022-2023 CAASPP Mathematics Scores

Image 3: 2022-2023 vs 2023-2024 Scholastic Reading Inventory Scores

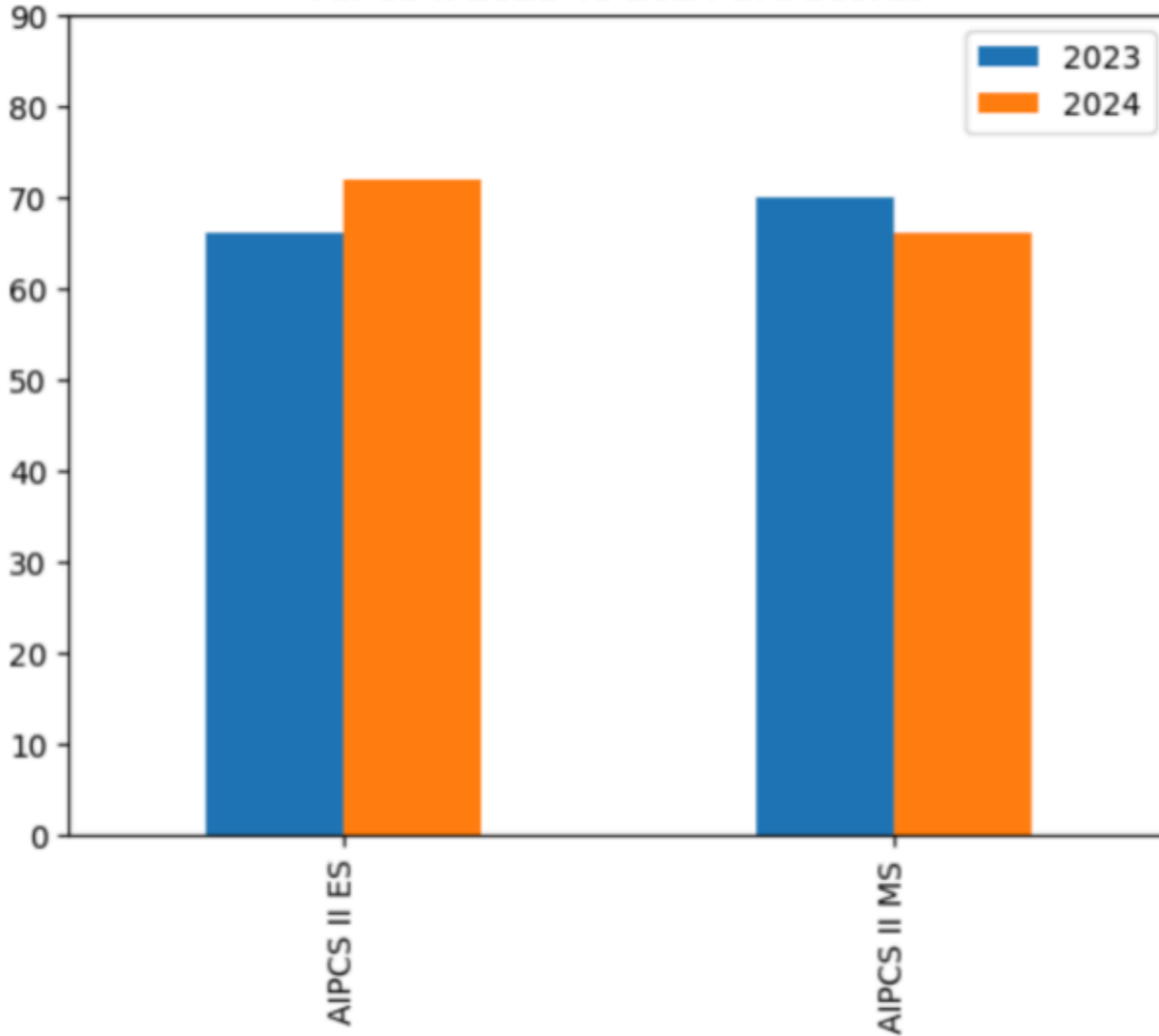
AIPCS II 2022 vs 2023 ELA Scores



AIPCS II 2022 vs 2023 Math Scores



AIPCS II 2023 vs 2024 SRI Scores



Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

[Respond here]

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

[Identify the eligible schools here]

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

[Describe support for schools here]

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

[Describe monitoring and evaluation here]

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
All educational partners including teachers, staff, parents, students, community members, and the Board.	Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school’s academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP. In February 2024, there was amid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year.
Teachers, administrators, and other school personnel	In spring 2024, the school consulted with teachers and staff during the School Site Council to collect input for the development of the new 3-year LCAP. Every week we provide teachers with professional development and engage them in discussions ranging from instruction to student data to collecting feedback on school programs and plans.
[Identify applicable partner(s) or group(s) here]	[Describe the process for engaging the identified educational partner(s) here]
Parents, including parents of English learners, other unduplicated pupils, and students with disabilities	In spring 2024, the school consulted with parents during the School Site Council to collect input for the development of the new 3-year LCAP, as well as the English Learner Parent Advisory Committee, and via a survey on the school’s overall performance, activities, and programs, which informed the final version of the LCAP
Students	In spring 2024, the school consulted with students during a the School Site Council to collect input for the development of the LCAP.
Teacher, Parent Student Surveys	Surveys were given to Teachers, Parents, and Students for them to provide feedback. Their input provided data for the development of the LCAP.

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Feedback from partners is gathered through surveys, meetings, focus groups and participation in groups such as the School Site Council, Student Government Association, AIMS Parents United. Their input is analyzed to identify common themes, prioritize needs, and to determine which initiatives align with district goals. The adopted LCAP reflects a consensus-driven approach that balances input with educational needs.

Students provide valuable insight into their educational experiences, including what programs and support systems are most effective for their learning. Their feedback leads to initiatives that prioritize student well-being, academic support, extra curricular activities and other aspects directly impacting their education. Pan SGA works directly with the student body, supports teachers and informs the Superintendent. Students are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Parents offer perspectives on their children's educational needs, concerns about the school and expectations for academic and personal growth. Their feedback shapes priorities related to family engagement, strategies between school and home and resources that support diverse student needs. Parents are recruited regularly to join the AIMS Parent Group that supports and volunteers in various capacities throughout the school year. They participate in and engage directly with the school community and local authorizers.

Teachers provide insight into curriculum effectiveness, instructional strategies, professional development needs and support services for students. Their feedback guides decisions on professional learning opportunities, classroom resources, and interventions tailored to improve teaching quality and student outcomes. Teachers (including T's and IA's) are members of the School Site Council that meets regularly to facilitate shared decision-making among stakeholders and is composed of parents, community members, teachers, administrators and students.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
[Goal # 1]	Academics and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards, Social Studies, World Languages, Visual Performing Arts.	Broad

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement. Teachers that deliver high-quality instruction through the implementation of State Standards. An achievement gap exists for at-risk students, including English Learners, Foster Youths, and Low Income Subgroups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
[Metric # 1]	Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	[Insert outcome here]	[Insert outcome here]	100% of students have access to board adopted materials and instructional supplies	[Insert current difference from baseline here]

[Metric # 2]	California Assessment of Student Performance and Progress - English Language Arts	55% of all students will reach proficiency in English Language Arts 42% of our Latinx population will reach proficiency in English Language Arts 33% of our English Language Learner population will reach proficiency in English Language Arts	[Insert outcome here]	[Insert outcome here]	65% of all students will reach proficiency in English Language Arts 48% of our Latinx population will reach proficiency in English Language Arts 40% of our English Language Learner population will reach proficiency in English Language Arts	[Insert current difference from baseline here]
[Metric # 3]	California Assessment of Student Performance and Progress - Mathematics	50% of all students will reach proficiency in mathematics 18% of our Latinx students will reach proficiency in mathematics	[Insert outcome here]	[Insert outcome here]	55% of all students will reach proficiency in mathematics 25% of our Latinx students will reach proficiency in mathematics	[Insert current difference from baseline here]
[Metric # 4]	California Assessment of Student Performance and Progress Science	35% of all students will reach proficiency in science			40% of all students will reach proficiency in science	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Approved curriculum (textbooks, online learning platforms)	Approved textbooks and standards aligned instructional materials will ensure that students will have access to appropriate curriculum.	\$126,721.00	
1.2	Books and Other Reference Materials-Supplemental Curriculum, Online Learning Platforms	Approved online learning programs to supplement learning and promote student success.	\$44,305.92	Yes
1.3	Instructional Materials/Supplies	Instructional materials and supplies to implement curriculum-aligned instruction that includes learning tools, class materials, supplies, science lab, and other instructional materials.	\$5000	
1.4	Testing Supplies and Fees	Testing supplies to enhance and support SBAC/CAASPP preparations.	\$3651.00	

Insert or delete rows, as necessary.

Goal 2

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

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive. We make sure to screen potential candidates and hire only those who are qualified to teach in an AIMS classroom. Our teachers go through weeks of professional development during the school year to ensure they are teaching up to our high standards.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome - 2026-27	Current Difference from Baseline
Metric 1	Appropriately credentialed and assigned teachers	91.92% Appropriately credentialed and assigned teachers Based on 2022-2023 CalSAAS report	[Insert outcome here]	[Insert outcome here]	93%	[Insert current difference from baseline here]
Metric 2	Teacher misassignment	8.08% of teacher misassignment Based on 2022-2023 CalSAAS report	[Insert target outcome here]	[Insert target outcome here]	8% of teacher misassignment	[Insert current difference from baseline here]
Metric 3	Percent of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	2024-2025 will be the first time using this metric. 50% of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	[Insert outcome here]	[Insert outcome here]	85% of teachers who participate in professional development and rate the training as having a positive impact on instructional practice	[Insert current difference from baseline here]
	[Insert metric here]	[Insert baseline here]	[Insert outcome here]	[Insert outcome here]	[Insert target outcome here]	[Insert current difference from baseline here]
	[Insert metric here]	[Insert baseline here]	[Insert outcome here]	[Insert outcome here]	[Insert target outcome here]	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrators	Director of Schools, Head of Academics, Dean of Students	\$406,024.00	

2.2	Teacher	Appropriately assigned, trained, and credentialed Teachers will provide high quality instruction to all students using AIMS practices and data driven strategies.	\$2,424,865.00	
2.3	Teacher Assistants	Support staff will provide regular and equitable instructional "push-in" and "pull-out" support to students. Support staff will also provide and promote a positive, proactive, professional, and efficient environment.	\$208,134.00	Yes
2.4	Intervention Aides	Support staff will provide regular and equitable instructional "push-in" and "pull-out" support to students. Support staff will also provide and promote a positive, proactive, professional, and efficient environment.	\$150,811.00	Yes
2.5	Professional Development	Ongoing professional development, learning opportunities and resources for teachers will enhance their skills to improve student learning outcomes.	\$40,000	Yes
2.6	Instructional Coach	Provides coaching, modeling instruction, lesson design, instructional delivery and assessment related to English language arts, English language development, social studies, science and math.	\$55,289.00	Yes
2.7	Teacher Supplies and Furniture	Teacher supplies to enhance the classroom ecosystem to promote a well-organized and conducive learning environment. Laptops	\$5000	
2.8	Food and Refreshments	Food and refreshments for staff during professional development meetings to review student data, disaggregate data, strategize effective instructional implementation.	\$5000	
2.9	College Bound Kids Coordinator and Program	College bound coordinators will provide youth with the guidance, support and encouragement to attain college goals.	\$9,203.06	Yes
2.10	Substitutes	Substitutes will be provided in absences of teachers.	\$100,000	
2.11	Teacher Induction Support	The school will continue to provide an Induction Program for beginning teachers and interns.	\$1000.00	
2.12	Teacher Intern Support	The school will continue to provide an intern support program.	\$1000.00	
2.13	Instructor Permit Fees	The school will pay for instructor fees with California Teaching Credential (30-day permit, STSP, PIP)	\$100	
2.14	Saturday School	Saturday School will provide additional core curricula support.	\$50,979.06	Yes

2.15	Summer School, Intercession (Winter, Spring)	Intervention support provided during Summer Break, Winter Break, or Spring Break to address learning loss, credit recovery, test prep, tutoring, additional academic support.	\$35,878.80	Yes
2.16	Supports for Students with Disabilities	Materials, supplies and/or Personnel to support special education program and students	\$47,783	No

Insert or delete rows, as necessary.

Goal 3

Goal #	Description	Type of Goal
[Goal #]	Measurement of Data: Use of technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st-century learners and educators.	[Broad]

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AIMS is a heavily data-based educational program. We have our own data department which is responsible for producing the data, sharing it with teachers, and training teachers on how to use data. We developed this goal because we want to ensure that all of our teachers are comfortable and knowledgeable when looking at data and planning for their students' success in the classroom. We believe that data-driven instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it. So this goal was created to help with that task.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Formative Assessment Math -NWEA (MAP)	Proficiency	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All Students	[Insert current difference from baseline here]
Formative Assessment ELA -NWEA (MAP)	Proficiency	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	55% Proficiency for All Students	[Insert current difference from baseline here]
Unified Insights	Usage of software by teacher	50% of teachers have used Unified Insights to look at student data	[Insert outcome here]	[Insert outcome here]	60% of teachers have used Unified Insights to look at student data	[Insert current difference from baseline here]
NWEA	This will be a new program for 2024-2025	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using NWEA benchmark assessments	[Insert current difference from baseline here]
Illuminate	Illuminate usage for students	80% of students will be tested using Illuminate benchmark assessments	[Insert outcome here]	[Insert outcome here]	86% of students will be tested using Illuminate Benchmark assessments	[Insert current difference from baseline here]
RespondEDU	Percent of teachers using RespondEDU	5No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	60% of teachers will use RESPOND EDU to create their lesson plans	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Unified Insights	AIMS will contract with a third-party entity to collect, analyze, and report academic data for school improvement, monitor student progress, analyze trends, and meet local, state, and federal reporting requirements	\$5,000	Yes
3.2	NWEA	NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter.	\$18,983	Yes
3.3	Illuminate	Illuminate is a standards-based assessment program. It allows us to create local assessments based on the pacing guides of the district	\$6,181	Yes
3.4	Respond Edu	Respond EDU is a standards-based lesson plan creation system that uses AI technology to help teachers execute the full lesson plan cycle	\$28,705	Yes
3.5	Academic Counselor	Academic counselor will update grading system support school site UPC: ACOUNS0001, ACOUNS0002	\$12,927	Yes

Insert or delete rows, as necessary.

Goal 4

Goal #	Description	Type of Goal
[Goal #]	School Culture and Climate: A clean, safe and positive environment that's based upon the principles of family and community, with increased parent engagement.	[Identify the type of goal here]

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

To provide students and families with appropriate health services interventions to be healthy and be able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students. COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. Our goal is to provide a positive, safe, and comfortable environment where students and teachers only need to worry about teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other’s background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for students of all races.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	School Survey - Question regarding Safety	Student Response : 57.4 Family Response: 85% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Student Response : 80% Family Response: 90% strongly agree or agree Source California Health Kids Survey (CHKS) & California School Parent Survey (CSPS)	[Insert current difference from baseline here]

Metric 2	Family Survey - Question regarding High Expectations	Family Response: 89% strongly agree or agree Source California School Parent Survey (CSPS)	[Insert outcome here]	[Insert outcome here]	Family Response: 93% strongly agree or agree Source California School Parent Survey (CSPS)	[Insert current difference from baseline here]
Metric 3	Student Survey Student - Caring Relationships	Student Survey Response: 65.8% Source California Health Kids Survey (CHKS)	[Insert outcome here]	[Insert outcome here]	Student Survey Response: 80%	[Insert current difference from baseline here]
Metric 4	Percent of students in grade 3-8, receiving social emotional counseling, who reported an increased sense of connection and belonging.	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	50% Percent of students in grade 3-8, receiving social emotional counseling, who reported an increased sense of connection and belonging	[Insert current difference from baseline here]
Metric 5	School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2023-2024 the facility received Good rating on the Facilities Inspection Tool	[Insert outcome here]	[Insert outcome here]	School facility will be maintained and in good repair. The facility will receive Good rating on the Facilities Inspection Tool (FIT)	[Insert current difference from baseline here]
Metric 6	After school program participation	50 Students will participate in afterschool program	[Insert outcome here]	[Insert outcome here]	80 Students will participate in the afterschool program	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Supporting Admin Staff	Admin Assistant and clerk will support with day to day activities and ensure a positive environment	\$135,474	

4.2	Community Liaison and Parent Engagement	<p>The AIMS Community Liaison helps lead the Family Advisory Council (FAC) and provides wrap-around support, voices, and engagement activities for all families.</p> <p>Community Liason also supports homeless and foster youth students</p> <p>Parent engagement such as Back to School Night, Open House, Town Hall Meetings.</p>	\$66,341	Yes
4.3	Health Coordinator & Health supplies	<p>Health Coordinator will help to provide basic assessment, support student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing the physical, mental, emotional, and social health needs, students will be supported in the learning process and poised for achievement.</p>	\$87,032	Yes
4.4	AIMS Athletic Department and Clubs	<p>The purpose of the AIMS Athletic Department is to aid in the academic, emotional, mental, and physical development of our scholar-athletes through the promotion of teamwork, leadership, sportsmanship, and organized athletic competition.</p>	\$56,243	Yes
4.5	ParentSquare	<p>ParentSquare is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. Parent Square also delivers secure documents and provides translation support in Chinese and Spanish languages.</p>	\$5,025	
4.6	PowerSchool (SIS)	<p>PowerSchool is the Student Information System that is used to keep track of attendance, gradebook and student demographic information.</p>	\$13,642	
4.7	Oakland Enrolls / Avela	<p>AIMS has partnered with Oakland Enrolls since its inception in 2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.</p>	\$14,515	
4.8	Public Transportation Support to Vulnerable Student Populations	<p>AIMS will provide support to its most vulnerable student populations (low-income, homeless, foster care, etc.) by providing public transportation passes (clipper cards).</p>	No Cost	
4.9	IT Services / IT Maintenance	<p>AIMS will contract IT services to help maintain and improve our wireless and technology infrastructure.</p>	\$26,575	

4.10	Campus Security / Bell System Enhancements	AIMS will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system. AIMS will also commit to an orderly pick up and dismissal system. AIMS will be in compliance with school safety procedures and will carry out monthly drills.	\$2625	
4.11	Experiential Learning / Field Trip Opportunities	AIMS will commit funding to permit students to engage in educational and end of year field trips.	\$2000	Yes
4.12	After School & Enrichment/Extracurricular Programs	AIMS will hold afterschool programs to promote student engagement.	\$203,279	Yes
4.13	Teacher Appreciation	Different events and activities to show educator appreciation	1000	
4.14	Student Government Association	SGA The AIMS Student Government Association will provide opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.	\$5,000	Yes
4.15	Yearbook	The Golden Talon Yearbook AIMS will commit funding to the printing and distribution of The Yearbook, a student yearbook production.	1000	
4.16	No Bullying Schools Campaign	Restorative practices	\$5,000	Yes
4.17	Student Uniforms	Polos, Sweaters, PE Uniforms, and other items needed to ensure that students are following the uniform dress code.	\$53,000	
4.18	Student Events	AIMS will have student events such as graduation, orientations, honor roll assemblies with incentives to promote positive school culture	\$10,000	
4.19	Educational Stakeholders Surveys	Surveys from CalSCHLS Student Survey Teacher surveys California School Staff Survey (CSSS) Parent Survey	\$1000	Yes

4.20	PBIS Incentives, Rewards, Events	AIMS will continue to implement Positive Behavior Intervention Support (PBIS) programs and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards. Together, with restorative justice practices, and curriculum, PBIS will help increase student attendance, maintain a low suspension rate, and promote a safe and positive learning environment.	1000	Yes
4.21	GoGuardian	GoGuardian empowers staff with effective tools to create safe and engaging learning for every student. From digital guardrails to student safety support, we'll help you lay the foundation for learning to thrive.	0	
4.22	Vision to Learn	Vision screening, eye examinations and glasses to students	\$31,200	Yes
4.23	Safe and Secure Facilities	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. Safety trainings and drills will be conducted for students and staff.	\$512,000	

Insert or delete rows, as necessary.

Goal 5

Goal #	Description	Type of Goal
[Goal #5]	<p>By the end of the 2024-2025 School Year, English learner (EL) students in grades K–8 will:</p> <ul style="list-style-type: none"> » Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by analysis of teacher observations » 65% of these students will increase proficiency in English by one level or more as measured by Summative ELPAC results » 40% or more of these students will be reclassified as Fluent English Proficient » 40% of these students in grades 3–8 will be meeting or exceeding standards in ELA 	Focus

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our LEA has developed an observable teaching goal in recognition that a prerequisite to increasing student learning outcomes is improving teaching performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the *effects* of improved teaching performance will show up over an extended time period.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	% of observed teaching time with GLAD strategies	GLAD use observed 0% of teaching time	[Insert outcome here]	[Insert outcome here]	GLAD use observed 50% of teaching time	50%
Metric 2	English Learners making annual growth as measured by ELPAC annual growth data	51% of English Language Learners made at least one level progress based on ELPAC data	[Insert outcome here]	[Insert outcome here]	65% of English Language Learners made at least one level progress based on ELPAC data	14%
Metric 3	Rate of reclassification	30% of English Language Learners were reclassified in 2024	[Insert outcome here]	[Insert outcome here]	40% of English Language Learners will be reclassified as Fluent	10%
Metric 4	% meeting or exceeding ELA standards	33% of English Language Learners in grades 3-8 met or exceeded ELA standards	[Insert outcome here]	[Insert outcome here]	40% of English Language Learners in grades 3–8 will be meeting or exceeding standards in ELA	7%

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	ELD Coordinator/Manager	ELD Coordinator/Manager will organize on-going training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.	\$41,407	Yes
5.2	ELD Teacher	ELD Teacher will provide regular, targeted instructional support to small intervention groups (of ELPAC level 1 and 2 EL students) and supplementary language curriculum support to level 3 students. ELD Coordinator will support ELD teacher with lesson planning to embed and implement ELD standards.	\$72,123	Yes
5.3	ELPAC Testing Expenses	ELD Coordinator/Manager will create testing info cards, signage, review materials and other resources to improve testing process	\$1000	Yes
5.4	ELD Technology Expenses	ELD Coordinator/Manager will maintain software licenses and devices for language-learning technology such as Rosetta Stone and ELD iPads	\$3700	Yes

Insert or delete rows, as necessary.

Goal 6

Goal #	Description	Type of Goal
[Goal #6]	Within three years, the district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness.	Broad

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)

An explanation of why the LEA has developed this goal.

California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement. Furthermore, student survey data indicates that 2% of low-income students in middle and high school participate in student clubs or leadership groups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1	Chronic Absenteeism Rate	Schoolwide: 17.1% AA:14.4% EL: 17.6% H: 45.6% SED: 19.5 SWD: 32.4%	[Insert outcome here]	[Insert outcome here]	Schoolwide: 10.00% AA:7.2% EL: 7.7% H: 22.5% SED: 9.5% SWD: 16.0%	[Insert current difference from baseline here]
Metric 2	Attendance Rate	School wide 94.90%	[Insert outcome here]	[Insert outcome here]	Schoolwide 95.5%	[Insert current difference from baseline here]
Metric 3	Suspension Rate	School Wide Suspension Rate 2.2%	[Insert outcome here]	[Insert outcome here]	≥ 2% School Wide Suspension rate	[Insert current difference from baseline here]
Metric 4	Percent of Students Participating in a Student Club or Leadership Group	No baseline data available (This data has not been previously collected.)	[Insert outcome here]	[Insert outcome here]	Less than 25% of students will receive a discipline referral	[Insert current difference from baseline here]
Metric 5	Percent of students in grade 9-12, receiving social emotional counseling	No baseline data available (This data has not been previously collected.)			15% of students in grade 9-12, receiving social emotional counseling	[Insert current difference from baseline here]

Insert or delete rows, as necessary.

Goal Analysis for [2024-2025]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Attendance incentives & rewards	To address CA Dashboard data on chronic absenteeism: African American, English Learners, Hispanic, Socioeconomically disadvantaged, and students with disabilities. AIMS will celebrate attendance, incentives and rewards to decrease chronic absenteeism and promote student engagement.	\$11,000	Yes
6.2	Monthly attendance celebrations/events	To celebrate attendance, AIMS will hold monthly attendance events and celebrations to recognize students' attendance.	\$10000	Yes
6.3	Campus Supervisor	Will ensure that the campus is safe. Will also work with site leadership to re-engage students that are chronically absent	\$105,534	Yes
6.4	Student Events for perfect attendance	AIMS will have student events such as graduation, orientations, honor roll assemblies with incentives to promote school community.	\$10000	Yes
6.5	Student Events Coordinator	The Student Activity Coordinator will maintain school events	\$36,618	Yes
6.6	SEL Curriculum & Professional Development	CharacterStrong will support school culture and climate, "The aim of education is to help young people be successful in their lives. Success can include metrics like academic growth, college & career readiness, and overall life satisfaction. In the pursuit of achieving these goals, there are 3 outcomes that serve as the foundation upon which student success is built" -	\$10000	Yes
6.7	SEL Counselors	The AIMS Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health. UPC: COUNS0001	\$51,961	Yes

Insert or delete rows, as necessary.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
[\$[Insert dollar amount here]]	[\$[Insert dollar amount here]]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	0%	\$0	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 - Actions 1.1-1.4	Ensure all subgroups have the curriculum and supplies needed to engage in learning	Most of our students fall under the unduplicated subgroup, and the actions address access to curriculum and supplemental curriculum bridging the learning gap, classroom materials and supplies and testing materials	Approved curriculum, CAASPP, Classroom supplies/ science materials, testing supplies and fees

<p>Goal 2 - Actions 2.1 - 2.17</p>	<p>Ensuring students have properly credentialed teachers/ teachers have tools to properly administer instruction</p>	<p>Adequate and properly credentialed campus supports for unduplicated and underserved student groups encompass a comprehensive approach. This includes ensuring all administrative staff, teachers, teacher assistants, intervention aides, instructional coaches, college and career coordinators, substitutes, and support personnel such as induction/inter/permit support are fully staffed and trained. Additionally, provisions for Saturday academic intervention, winter intersession/summer school opportunities, professional development, and sufficient SPED supplies and personnel are essential to meet the diverse needs of these student groups effectively.</p>	<p>The metrics to monitor effectiveness can be achieved by ensuring teachers are appropriately credentialed and assigned, minimizing teacher mis-assignments, and increasing the percentage of teachers participating in professional development that they find positively impacts their instructional practices.</p>
<p>Goal 3 - Actions 3.1 - 3.5</p>	<p>AIMS utilizes data-based educational programs to analyze and assess verifiable data and trains teachers on how to use data to inform instructional practices.</p>	<p>We believe that data-driven instruction is the most effective way to deliver top-notch lessons to students each day. Our goal is to make sure that teachers can look at the data and make informed decisions that have the greatest impact on learning and performance. Teachers will need to know how to look at the data, analyze it, and then plan using it.</p>	<p>Formative assessments in Math and ELA to gauge student proficiency, Unified Insight for school wide data collection and to identify trends, NWEA Benchmark assessments, Illuminate Benchmarks, and Respond EDU used by teachers to create lesson plans and academic counselors.</p>

<p>Goal 4 - Actions 4.1 - 4.22</p>	<p>Fostering a positive school culture and climate for students involves prioritizing their voice and choice through community liaison efforts and engaging parents actively. This includes ensuring access to appropriate health services and interventions, offering sports and clubs to promote teamwork, leadership, and sportsmanship, and effectively communicating with families in their preferred languages to enhance inclusivity.</p>	<p>The initial points of contact for parents upon entering the building oversee community engagement and parent relations. The Health Coordinator manages supplies, while the Athletic Department oversees clubs. ParentSquare facilitates communication with families, and PowerSchool provides access for parents and students. The Oakland enrolls/AVELA partnership supports families in navigating public school options, focusing on ease, efficiency, transparency, and equity. A partnership with public transportation ensures vulnerable students receive free clipper cards. SGA, PBIS Rewards, Restorative Justice Training, and after school enrichment programs promote positive behavior and interventions. Go Guardian supports staff in creating a secure digital learning environment and facilitating task-oriented activities. Vision to Learn to provide eye exams and glasses for students who need glasses.</p>	<p>Providing various means of stakeholder engagement through surveys (student, parent, teacher) to inform ways to positively influence school culture and climate.</p>
<p>Goal 6 - Actions 6.1 - 6.7</p>	<p>Chronic Absenteeism: The district will reduce rates of chronic absenteeism and suspension by implementing actions that promote relationships and student connectedness</p>	<p>California School Dashboard (Dashboard) and local data indicate that low-income students have disproportionately higher rates of chronic absenteeism and suspension than other student groups. High rates of suspension and chronic absenteeism result in decreased access to instructional time/instruction for students. Consultation with educational partners, specifically with parents and teachers, identified a desire to implement strategies to decrease chronic absenteeism and suspension rates that include approaches to support student engagement</p>	<p>Utilizing a myriad incentives, rewards and celebrations to promote presence and campus supervisors, SEL counselors and curriculum to engage the student body.</p>

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 5 - Actions 5.1 - 5.4	Our English Learner (EL) students are a unique and essential subgroup to be supported via participation in English Language Development (ELD) instruction using Guided Language Acquisition Design (GLAD) for at least 50% of their class time, as elated through teacher observation. We anticipate the progression of students will advance their English proficiency by one level or or, as evident by their performance on the Summative ELPAC; students who will successfully transition to Fluent English Proficiency (RFEP) status, and students who will demonstrate proficiency in meeting or exceeding grade-level standards in ELA.	To ensure that these needs are met, action items support ELD coordinator, ELD Teacher, testing expenses ad software and licenses By the conclusion of the academic year, our dedicated focus on English Learners (EL) aims to achieve significant milestones to increase participation in integrated Language Development instruction (ELD), employ GLAD instruction during classroom time with respect to ongoing teacher observation. The goal is for 60% of EL Students to demonstrate measurable progress in their English proficiency and to reach Fluent English Proficiency at the end of the academic year.	Metrics to monitor effectiveness include observation of teaching time with GLAD strategies, measurable EL growth via annual growth data, improvement of rate of reclassification and percentage of ELs to meet and exceed ELA standards.

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not applicable. All limited actions contributing to meeting the increased or improved services requirement are associated with an expenditure of LCFF funds

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

[Provide description here]

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>
Staff-to-student ratio of certificated staff providing direct services to students	<i>Not applicable for charter schools</i>	<i>Not applicable for charter schools</i>

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- o Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

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These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
and/or

- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:

- o The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- o The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - o Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - o Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - o Indicate the school year to which the baseline data applies.
 - o The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **“Measuring and Reporting Results”** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness or the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.

- o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - o The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - o These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of improved Services as documented in the Contributing Actions table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. *This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.*
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - o Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**

- This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

- **7. Total Estimated Actual Expenditures for Contributing Actions**

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**

- This amount is the total of the Planned Percentage of Improved Services column.

- **8. Total Estimated Actual Percentage of Improved Services (%)**

- This amount is the total of the Estimated Actual Percentage of Improved Services column.

- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**

- This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

Learning Recovery Grant - AIMS HS

Section: V. Action Items
Item: V. Learning Recovery Grant - AIMS HS
Purpose: Vote
Submitted by:
Related Material: Learning Recovery Grant - AIMS HS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS HS -Learning Recovery Block Grant
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 228,936
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**LEARNING RECOVERY EMERGENCY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep Middle School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$275,000
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SB 114

SEC. 16. Section 32526 of the Education Code is amended to read:

Learning Recovery Emergency Block Grant.

- (A) Instructional learning time for the 2022–23 through 2027–28 school years by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs.
- (B) Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports, such as:
 - (i) Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - (ii) Learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both.
 - (iii) Providing early intervention and literacy programs for pupils in preschool to grade 3, inclusive, including, but not limited to, school library access.
 - (iv) Supporting expanded learning opportunity program services pursuant to Section 46120.
 - (v) Providing instruction and services consistent with the California Community Schools Partnership Act (Chapter 6 (commencing with Section 8900) of Part 6) regardless of grantee status.
- (C) Integrating pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils’ college eligibility.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

A. Increasing Instructional Time

Planned Activity	Budgeted 2024-25

Total for this section:	

B. Accelerating progress to close the learning gaps

Planned Activity	Budgeted 2024-25
Afterschool program/expanded learning/clubs materials and supplies	\$70,000
Student Intern Tutors - tutoring, one-on-one, small group learning support	\$26,000
Afterschool Personnel	\$30,000
Total for this section:	\$126,000

C. Integrating pupil supports to address other barriers

Planned Activity	Budgeted 2024-25
Professional Development	\$66,000
Vision to Learn - MOU. Provide eye exams and glasses for students who need glasses	\$20,000
Total for this section:	\$86,000

D. Access to instruction for credit-deficient pupils

Planned Activity	Budgeted 2024-25

Total for this section:	

E. Additional academic services for pupils

Planned Activity	Budgeted 2024-25
NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter.	\$12,784
Illuminate	\$4,152
Total for this section:	\$16,936

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (1)	\$126,000
Subtotal Section (2)	
Subtotal Section (3)	\$86,000
Subtotal Section (4)	
Subtotal Section (5)	\$16,936
Total for this section:	

Total planned expenditures by the LEA:
\$228,936

Coversheet

Learning Recovery Grant - AIMS MS

Section: V. Action Items
Item: W. Learning Recovery Grant - AIMS MS
Purpose: Vote
Submitted by:
Related Material: Learningg Reccovery Grant - AIMS MS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY 2024-2025 - AIMS MS Learning Recovery Block Grant Expenditure Plan
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 157,000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**LEARNING RECOVERY EMERGENCY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep Middle School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$157,000
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SB 114

SEC. 16. Section 32526 of the Education Code is amended to read:

Learning Recovery Emergency Block Grant.

- (A) Instructional learning time for the 2022–23 through 2027–28 school years by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs.
- (B) Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports, such as:
 - (i) Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - (ii) Learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both.
 - (iii) Providing early intervention and literacy programs for pupils in preschool to grade 3, inclusive, including, but not limited to, school library access.
 - (iv) Supporting expanded learning opportunity program services pursuant to Section 46120.
 - (v) Providing instruction and services consistent with the California Community Schools Partnership Act (Chapter 6 (commencing with Section 8900) of Part 6) regardless of grantee status.
- (C) Integrating pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils’ college eligibility.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

A. Increasing Instructional Time

Planned Activity	Budgeted 2024-25
Summer School /Winter Intervention/ Saturday School UPCs: WININT0004, WININT0005, SSTCH0007, SSTCH0008, SSTCH0009, SSAID0003	\$26,386

Total for this section:	\$26,386
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B. Accelerating progress to close the learning gaps

Planned Activity	Budgeted 2024-25
IXL Bundle (ELA, Math, Science, History) (6th - 8th)	\$7505
Amplify ELA	\$26,886
Air Reading	\$10,000
Materials and Supplies to address learning loss	\$8,000
Testing Materials and supplies	\$6,460
Total for this section:	\$58,851

C. Integrating pupil supports to address other barriers

Planned Activity	Budgeted 2024-25
Health Supplies	\$1,800
Masks	\$2,700
CPR/ First Aid	\$1,800
Professional Development	\$36,000
Vision to Learn MOU - Provide eye exams and glasses for students who need glasses	\$10,202
Respond EDU	\$10,531
Total for this section:	\$63,033

D. Access to instruction for credit-deficient pupils

Planned Activity	Budgeted 2024-25

Total for this section:	
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E. Additional academic services for pupils

Planned Activity	Budgeted 2024-25
NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter.	\$6630.00
Illuminate	2,210.00
Total for this section:	\$8730

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (A)	\$26,386
Subtotal Section (B)	\$58,851
Subtotal Section (C)	\$63,033
Subtotal Section (D)	
Subtotal Section (E)	\$8,730
Total for this section:	\$157,000

Total planned expenditures by the LEA:
\$157,000

Coversheet

Learning Recovery Grant - AIMS AIPCS II

Section: V. Action Items
Item: X. Learning Recovery Grant - AIMS AIPCS II
Purpose: Vote
Submitted by:
Related Material: Learning Recovery Grant - AIPCS II.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY 2024-2025 - AIPCS II Learning Recovery Block Grant Expenditure Plan
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 300,000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**LEARNING RECOVERY EMERGENCY BLOCK GRANT
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
American Indian Public Charter School II	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$300,000
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SB 114

SEC. 16. Section 32526 of the Education Code is amended to read:

Learning Recovery Emergency Block Grant.

- (A) Instructional learning time for the 2022–23 through 2027–28 school years by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs.
- (B) Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports, such as:
 - (i) Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - (ii) Learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both.
 - (iii) Providing early intervention and literacy programs for pupils in preschool to grade 3, inclusive, including, but not limited to, school library access.
 - (iv) Supporting expanded learning opportunity program services pursuant to Section 46120.
 - (v) Providing instruction and services consistent with the California Community Schools Partnership Act (Chapter 6 (commencing with Section 8900) of Part 6) regardless of grantee status.
- (C) Integrating pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils’ college eligibility.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

A. Increasing Instructional Time

Planned Activity	Budgeted 2024-25
Summer/Winter/Spring Intervention UPCs: WINTCH0005, WINTCH0006, WINTCH0008, WINTCH0007, WINAIDE0001, SSTCH0013, SSTCH0014, SSTCH0015, WINAIDE0001, WINTCH0003, SSTCH0003, SSTCH0004, SSTCH0005, SSTCH0006, SSTCH0007,	\$86,8586

SSTCH0008, SSAIDE0001, SSAIDE0002, WINTCH0004	
Total for this section:	\$86,858

B. Accelerating progress to close the learning gaps

Planned Activity	Budgeted 2024-25
IXL Bundle (ELA, Math, Science, History) (6th - 8th)	\$7,505.00
K-5 Raz-Kids	\$9,000
K-5 Quill Writing	\$2,000
K-5 - IXL	\$10,000
K-5 Learning Farm	\$3,000
K-5 Learning Ally	\$4,500
Amplify ELA	\$26,886.00
Air Reading	\$43,000
Instructional Materials/Supplies	\$3651
Testing Supplies and Fees	\$3651
McGraw Hill Science (6th - 8th)	\$10,390
Total for this section:	123,583

C. Integrating pupil supports to address other barriers

Planned Activity	Budgeted 2024-25
Professional Development	\$40,000
Vision to Learn - MOU. Provide eye exams and glasses for students who need glasses	\$30,576

Total for this section:	\$70,576
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D. Access to instruction for credit-deficient pupils

Planned Activity	Budgeted 2024-25
Total for this section:	

E. Additional academic services for pupils

Planned Activity	Budgeted 2024-25
NWEA is a benchmark assessment program recognized by the state of California. Students will be given 3 summative benchmarks per year. The program produces growth charts and data each quarter.	\$18,983.00
Total for this section:	\$18,983

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2024-25
Subtotal Section (A)	\$86,858
Subtotal Section (B)	123,583
Subtotal Section (C)	\$70,776
Subtotal Section (D)	
Subtotal Section (E)	18,983
Total for this section:	

Total planned expenditures by the LEA:
\$300,000

Coversheet

Prop 28 Plan Template - AIMS HS

Section: V. Action Items
Item: Y. Prop 28 Plan Template - AIMS HS
Purpose: Vote
Submitted by:
Related Material: Prop 28 Plan Template - AIMS HS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS HS -Prop 28 Expenditure Plan
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ \$62,018
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**PROP 28 - ARTS & MUSIC IN SCHOOLS
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep High School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$62,018
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EC 8820

(a) The Arts and Music in Schools—Funding Guarantee and Accountability Act is hereby established for the purpose of providing a minimum source of annual funding K–12 public schools, including public charter schools, to supplement arts education programs for pupils attending those schools.

As a condition of receipt of funds pursuant to this chapter, a local educational agency shall annually:

- (1) Certify that all funds will be used to provide arts education programs, and that funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs.
- (2) Certify that such funds received will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.
- (3) Certify that no more than 1 percent of funds received will be used for a local educational agency’s administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.
- (4) Submit an annual board- or body-approved report in a manner determined by the Superintendent, that shall be posted on the local educational agency’s and the department’s internet websites and that details the type of arts education programs funded by the program, the number of full-time equivalent teachers, classified personnel, and teaching aides, the number of pupils served, and the number of schoolsites providing arts education programs with those funds.

Planned Activity	Budgeted 2024-25
Personnel - Music Teacher	\$62,018
Personnel - Classified	
Personnel - Teacher Aides	

Field Trip Expenses	
Instructional Materials	
Supplies and Materials	
Guest Speakers	
Total for this section:	

Grant Summary	
Number of full-time equivalent teachers	
Classified personnel	
Teaching aides	
number of pupils served	

Coversheet

Prop 28 Plan Template - AIMS MS

Section: V. Action Items
Item: Z. Prop 28 Plan Template - AIMS MS
Purpose: Vote
Submitted by:
Related Material: Prop 28 Plan Template - AIMS MS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY24-25 - AIMS MS - Prop 28 Arts & Music in Schools Plan Template
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 36,385
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**PROP 28 - ARTS & MUSIC IN SCHOOLS
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep Middle School	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$ 36,385
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EC 8820-

(a) The Arts and Music in Schools—Funding Guarantee and Accountability Act is hereby established for the purpose of providing a minimum source of annual funding K–12 public schools, including public charter schools, to supplement arts education programs for pupils attending those schools.

As a condition of receipt of funds pursuant to this chapter, a local educational agency shall annually:

- (1) Certify that all funds will be used to provide arts education programs, and that funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs.
- (2) Certify that such funds received will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.
- (3) Certify that no more than 1 percent of funds received will be used for a local educational agency’s administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.
- (4) Submit an annual board- or body-approved report in a manner determined by the Superintendent, that shall be posted on the local educational agency’s and the department’s internet websites and that details the type of arts education programs funded by the program, the number of full-time equivalent teachers, classified personnel, and teaching aides, the number of pupils served, and the number of schoolsites providing arts education programs with those funds.

Planned Activity	Budgeted 2024-25
Personnel - Music teacher - UPC: MUTCH0004	34124
Personnel - Classified	
Personnel - Teacher Aides	

Field Trip Expenses	
Instructional Materials	\$2261
Supplies and Materials	
Guest Speakers	
Total for this section:	\$36,385

Grant Summary	
Number of full-time equivalent teachers	
Classified personnel	
Teaching aides	
number of pupils served	

Coversheet

Prop 28 Plan Template - AIPCS II

Section: V. Action Items
Item: AA. Prop 28 Plan Template - AIPCS II
Purpose: Vote
Submitted by:
Related Material: Prop 28 Plan Template - AIPCS II.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: FY24-25 - AIPCS II - Prop 28 Arts & Music in Schools Plan Template
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 105,080
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**PROP 28 - ARTS & MUSIC IN SCHOOLS
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
American Indian Public Charter School II	Natalie Glass	natalie.glass@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	\$ 105,080
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EC 8820

(a) The Arts and Music in Schools—Funding Guarantee and Accountability Act is hereby established for the purpose of providing a minimum source of annual funding K–12 public schools, including public charter schools, to supplement arts education programs for pupils attending those schools.

As a condition of receipt of funds pursuant to this chapter, a local educational agency shall annually:

- (1) Certify that all funds will be used to provide arts education programs, and that funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs.
- (2) Certify that such funds received will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.
- (3) Certify that no more than 1 percent of funds received will be used for a local educational agency’s administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.
- (4) Submit an annual board- or body-approved report in a manner determined by the Superintendent, that shall be posted on the local educational agency’s and the department’s internet websites and that details the type of arts education programs funded by the program, the number of full-time equivalent teachers, classified personnel, and teaching aides, the number of pupils served, and the number of schoolsites providing arts education programs with those funds.

Planned Activity	Budgeted 2024-25
Personnel - Music Teacher UPCs: MUTCH0004, MUTCH0003	\$ 105,080
Personnel - Classified	

Personnel - Teacher Aides	
Field Trip Expenses	
Instructional Materials	
Supplies and Materials	
Total for this section:	\$105,080

Grant Summary	
Number of full-time equivalent teachers	
Classified personnel	
Teaching aides	
number of pupils served	

Coversheet

School Plan Student Achievement (SPSA) - AIMS HS

Section: V. Action Items
Item: AB. School Plan Student Achievement (SPSA) - AIMS HS
Purpose: Vote
Submitted by:
Related Material: SPSA - AIMS HS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: 2024-2025 AIMS HS- School Plan Student Achievement
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

School Year: 2024-2025

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
AIMS College Prep High School	01-61259-0111856	June 18, 2024	June 26, 2024

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

AIMS College Prep High School is committed to provide academic excellence to all students. Our staff and teachers work collectively to cultivate a school community of diverse learners to commit high expectations, academic achievement, and character development.

The purpose of this plan is to provide all students at AIMS HS has high expectations, academic achievements, and character development with exemplary trained teachers, core curriculums aligned with CCSS, professional development, teachers on special assignments (TSA), teacher assistants, social emotional learning support and additional resources to support state testing such as Lumos Learning practice tests. Additionally, to monitor students' academic achievement students will be administered Illuminate Benchmark tests, Scholastic Reading Inventory and Scholastic Math Inventory. Expanded learning opportunities will be scheduled before and after school along with planned break interventions and Saturday Academic School.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This plan was developed using an analysis of data from the California School Dashboard. Student Achievement Goals:

1. Implement core curriculum, state testing materials
2. Professional development, trained teachers, support staff
3. Measurement and data

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

This SPSA plan was developed with the input of various stakeholders. School staff and parents worked together throughout the year.

Parents of English Language Learners also contributed to this plan. Parent informational meetings took place throughout the Spring and Summer.

The culmination of these and other stakeholders, staff, and Board meetings took place to develop this document.

SSC - School Site Council
AIMS K-12 School Board

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

Goal 1

We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts) as well as increasing parent involvement.

Identified Need

Classroom teachers and AP Teachers require ongoing training to develop teaching skills and strategies.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Learners making annual growth as measured by ELPAC annual growth data	40% of English Language Learners made at least one level of progress based on ELPAC data	50% of English Language Learners made at least one level of progress based on ELPAC data
AP Passing rate	20% of students taking AP test will score a 3 or higher	23% of students taking AP test will score a 3 or higher
[Add metric/indicator here]	[Add it baseline here]	[Add expected outcome here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide and English Learners

Strategy/Activity

Parent Engagement - Involvement of parents, families, and legal guardians in the planning, implementation, and evaluation of consolidated application programs and school plans

Homeless Designation -

SEL Counselor UPC: COUNS0002

Summer School Teachers and Summer School aides to support with credit recovery. \$26,250.50

UPCs: SSTCH0001, SSTCH0002, SSTCH0003, SSTCH0004, SSTCH0005, SSTCH0006, SSAID0001, SSAID0002

Lumos Learning - Lumos Learning will support CAASPP by using SBAC books and the online platform for interim assessment data

Professional Development for lumos learning / AP training

Supplemental Materials & Supplies - Supplemental materials and supplies learning platforms to enhance core curricular standards. Supplemental materials may include, books, workbooks, instructional materials and learning platforms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Parent Engagement - \$7,000	Title I
Homeless Designation - \$500	Title I
SEL Counselor UPC: COUNS0002 - \$29,435	Title I
Summer School Teachers and Summer School aides to support with credit recovery. \$26,250.50 UPCs: SSTCH0001, SSTCH0002, SSTCH0003, SSTCH0004, SSTCH0005, SSTCH0006, SSAID0001, SSAID0002	Title I
Lumos Learning workbooks - \$5,000	Title I
Professional Development for lumos learning / AP training - \$20,000	Title I
Supplemental Materials & Supplies- \$12,773.47	Title I

Goal 2

We are dedicated and committed to fostering an environment of continuous learning and improvement among our educators. To achieve this, we will invest in ongoing training and professional development programs. These initiatives are designed to ensure that our teachers are equipped with the most effective and up-to-date instructional strategies, methodologies, and technologies.

Identified Need

Teachers require ongoing professional development and training to develop teaching skills and strategies.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Teacher Survey	95% of teacher participation	100% of teacher participation
[Add metric/indicator here]	[Add baseline here]	[Add expected outcome here]
[Add metric/indicator here]	[Add baseline here]	[Add expected outcome here]

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Our commitment includes:

Boot Camp PD Training and other Professional Development training - Staff will receive boot camp training and additional professional development training to enhance instructional methodologies and elevate student learning outcomes.

Curriculum Training - Teachers and support staff will receive training from adopted curriculum vendors to enhance a deeper understanding of curriculum implementation aligned with ELD standards, CCSS, and lesson planning.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Professional Development Bootcamp \$5,100	Title II
Professional Development - \$9165.79	Title II

Goal 3

By the end of the 2024-2025 School Year, English learner (EL) students in grades 9-12 will:

- » Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by analysis of teacher observations
- » 50% of these students will Increase proficiency in English by one level or more as measured by Summative ELPAC results
- » 25% or more of these students will be reclassified as Fluent English Proficient
- » 50% of these students will be meeting or exceeding standards in ELA

Identified Need

Our LEA has developed an observable teaching goal recognizing a prerequisite to increasing student learning outcomes lies in an increase of teacher performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the effects of improved teaching performance will show up over an extended period.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
% of observed teaching time with GLAD strategies	GLAD use observed 0% of teaching time	50%
English Learners making annual growth as measured by ELPAC annual growth data	40% of English Language Learners made at least one level of progress based on ELPAC data	10%
Rate of reclassification	15% of English Language Learners were reclassified in 2024	15%
% meeting or exceeding ELA standards	40% of English Language Learners met or exceeded ELA standards	10%

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students

Strategy/Activity

ELD Coordinator/Manager will organize ongoing training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Professional development \$1042.00	Title III
Curriculum and Materials \$900.00	Title III

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students and Their Parents/Guardians

Strategy/Activity

ELD Teacher and ELD Coordinator/Manager will provide additional experiences, language learning technology such as Rosetta Stone, and related resources to EL students. The ELD Coordinator/Manager will also provide free ESL classes for parents to help promote more English practice in the home.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Supplementary Programs/Materials \$1191.00	Title III
ESL Class Expenses \$5203.00	Title III

Goal 4

We are committed to maintaining IT support and reliable and accessible technical assistance, ensuring all students can engage in digital learning without interruption.

Identified Need

Update IT hardware and software

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
IT Support response time	No baseline data is available (This data has not been previously collected).	IT Support response time will be between 24-48 hours for IT issues

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

IT Services - Conduct a thorough assessment of the current IT support system. Identify common issues, average response times, and resolution times. Will also purchase and support with IT equipment and software.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$8847.30- School IT Support	Title IV

Annual Review

SPSA Year Reviewed: 2024–25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

N/A

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

N/A

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$133,738.69
Total Federal Funds Provided to the School from the LEA for CSI	\$

DESCRIPTION

AMOUNT

Total Funds Budgeted for Strategies to Meet the Goals in the SPSA

\$133,738.69

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$100,958.97
Title II	\$14,265.79
Title III	\$9,669.63
Title IV	\$8847.30

Subtotal of additional federal funds included for this school: \$133,738.69

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
[List state or local program here]	[\$[Enter amount here]
[List state or local program here]	[\$[Enter amount here]
[List state or local program here]	[\$[Enter amount here]
[List state or local program here]	[\$[Enter amount here]
[List state or local program here]	[\$[Enter amount here]

Subtotal of state or local funds included for this school: \$ [Enter state or local funds subtotal here]

Total of federal, state, and/or local funds for this school: \$133,738.69

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC 65001*, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and

tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA-and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the

expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total

allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:

- A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.
- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
 - 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
 - 1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 - 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.
- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 1. Ensure that those students' difficulties are identified on a timely basis; and
 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. *EC* sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

Coversheet

School Plan Student Achievement (SPSA) - AIMS MS

Section: V. Action Items
Item: AC. School Plan Student Achievement (SPSA) - AIMS MS
Purpose: Vote
Submitted by:
Related Material: AIMS MS - SPSA 2024-2025.docx.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: 2024-2025 AIMS MS - School Plan Student Achievement
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

School Year: 2024-2025

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	School Site Council (SSC) Approval Date	Local Board Approval Date
AIMS College Prep Middle School	01-61259-6113807	June 18, 2024	June 26, 2024

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

AIMS College Prep Middle School (AIMS MS) is committed to provide academic excellence to all students. Our staff and teachers work collectively to cultivate a school community of diverse learners to commit high expectations, academic achievement, and character development.

The purpose of this plan is to provide all students at AIMS MS high expectations, academic achievements, and character development with exemplary trained teachers, core curriculums aligned with CCSS, professional development, teachers on special assignments (TSA), teacher assistants, social emotional learning support and additional resources to support state testing such as Lumos Learning practice tests.

LCAP Goals:

- Goal 1: Academic & Curriculum
- Goal 2: Instruction Development & Support
- Goal 3: Measurement of Data
- Goal 4: School Culture & Climate

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This plan was developed using an analysis of data from the California School Dashboard.

Student Achievement Goals:

1. Implement core curriculum, state testing materials
2. Professional development, trained teachers, support staff
3. Measurement and data with SRI, SMI and Illuminate Benchmark
4. Create a school culture and climate with support from SEL curriculum, SEL counselors and assemblies

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

This SPSA plan was developed with the input of various stakeholders. School staff and parents worked together throughout the year.

Parents of English Language Learners also contributed to this plan. Parent informational meetings took place throughout the Spring and Summer.

The culmination of these and other stakeholder, staff, and Board meetings took place to develop this document.

SSC - School Site Council
AIMS K-12 School Board

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

Goal 1

Academic and Curriculum: We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

Identified Need

Our largest performance gap is seen in the scores of our second language learners and students who are new to the AIMS school system. Expenditures have been allocated for increasing our ELD program by providing professional development in Integrated and Designated ELD. Tutoring, and intervention support have been funded to help students new to the AIMS system. To enhance the ELD program, a consultant has been contracted to help evaluate best practices

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	65% of all students will reach proficiency in mathematics or higher.
California Assessment of Student Performance and Progress - English Language Arts	<p>40% of all students will reach proficiency in English Language Arts</p> <p>55% of our Asian population will reach proficiency in English Language Arts</p> <p>22% of our African American population will reach proficiency in English Language Arts</p> <p>20% of our Latinx population will reach proficiency in English Language Arts</p> <p>15% of our SPED population will reach proficiency in ELA</p> <p>10% of our English Language Learner population will reach proficiency in English Language Arts</p>	<p>55% of all students will reach proficiency in English Language Arts</p> <p>60% of our Asian population will reach proficiency in English Language Arts</p> <p>40% of our African American population will reach proficiency in English Language Arts</p> <p>40% of our Latinx population will reach proficiency in English Language Arts</p> <p>40% of our SPED population will reach proficiency in ELA</p> <p>40% of our English Language Learner population will reach proficiency in English Language Arts</p>
California Assessment of Student Performance and Progress - Mathematics	<p>45% of all students will reach proficiency in mathematics</p> <p>65% of our Asian population will reach proficiency in mathematics</p> <p>25% of our African American population will reach proficiency in mathematics</p> <p>22% of our Latinx population will reach proficiency in mathematics</p> <p>14% of our SPED population will reach proficiency in mathematics</p>	<p>55% of all students will reach proficiency in mathematics</p> <p>67% of our Asian population will reach proficiency in mathematics</p> <p>35% of our African American population will reach proficiency in mathematics</p> <p>35% of our Latinx population will reach proficiency in mathematics</p> <p>35% of our SPED population will reach proficiency in mathematics</p>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	16% of our English Language Learner population will reach proficiency in mathematics	35% of our English Language Learner population will reach proficiency in mathematics

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health. UPC: COUNS0002

Student Chromebooks - to replace broken and outdated chromebooks and continue out 1:1 chromebook to student ratio

Training and development: Staff will receive consistent professional development and training to enhance instructional methodologies and elevate student learning outcomes

Parent Engagement - Involvement of parents, families, and legal guardians in the planning, implementation, and evaluation of consolidated application programs and school plans

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
SEL Counselor - UPC: COUNS0002 \$17,125	Title I
Student Chromebooks - \$15,000	Title I
Training and development - \$27,020	Title I
Parent Engagement - 1845	Title I
Homeless Designation - \$500	Title I

Goal 2

Instruction Development & Support: Provide high quality classroom instruction from appropriately credentialed teachers and staff that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

Identified Need

All Teachers

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Monthly Professional Development meetings	85%	95%
Teachers will show improvement from 1st teachers evaluation raw score to 2nd teacher evaluation raw score.	85%	95%

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Bootcamp training aimed at improving instructional methodologies and raising student learning outcomes.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$8995.45 Training and Development - Boot camp	Title II

Goal 3

By the end of the 2024-2025 School Year, English learner (EL) students in grades 6–8 will:

- » **Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by teacher observations**
- » **60% of these students will increase proficiency in English by one level or more as measured by Summative ELPAC results**
- » **40% or more of these students will be reclassified as Fluent English Proficient**
- » **20% of these students will be meeting or exceeding standards in ELA**

Identified Need

Our LEA has developed an observable teaching goal in recognition that a prerequisite to increasing student learning outcomes is improving teaching performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the effects of improved teaching performance will show up over an extended time period.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
% of observed teaching time with GLAD strategies	GLAD use observed 0% of teaching time	GLAD use observed 50% of teaching time
English Learners making annual growth as measured by ELPAC annual growth data	41% of English Language Learners made at least one level progress based on ELPAC data	60% of English Language Learners made at least one level progress based on ELPAC data
Rate of reclassification	30% of English Language Learners were reclassified in 2024	40% of English Language Learners will be reclassified as Fluent
% meeting or exceeding ELA standards	10% of English Language Learners met or exceeded ELA standards	20% of English Language Learners in grades 3–8 will be meeting or exceeding standards in ELA

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students

Strategy/Activity

ELD Coordinator/Manager will organize on-going training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
(EL) Professional development \$2084.00	Title III

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students and their Parent/Guardians

Strategy/Activity

ELD Teacher and ELD Coordinator/Manager will provide additional experiences, assistive language-learning technology, and related resources to EL students. The ELD Coordinator/Manager will also provide free ESL classes for parents to help promote more English practice in the home.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Tech management \$170.00	Title III
Supplementary Programs/Materials \$1132.50	Title III
ESL Instructor \$3126.00	Title III

Goal 4

We are committed to maintaining IT support for all students to be able to utilize online learning platforms. We are dedicated to ensuring that every student has the necessary IT support to fully utilize online learning platforms. Our commitment encompasses a comprehensive approach to providing reliable and accessible technical assistance, ensuring that all students can engage in digital learning without interruption.

Identified Need

School-wide

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Staff usage for GoGuardian	100% of teachers will use GoGuardian when students are using chromebooks	100% of teachers will use GoGuardian when students are using Chromebooks
IT Support response time	No baseline data is available (This data has not been previously collected).	IT Support response time will be between 24-48 hours for IT issues

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

[Identify student group(s) to be served here]

Strategy/Activity

GoGuardian is a platform that allows teachers to manage the content that students are viewing on their school issued chromebooks.

IT Services - Conduct a thorough assessment of the current IT support system. Identify common issues, average response times, and resolution times. Will also purchase and support with IT equipment and software.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
GoGuardian - 2030.24	Title IV
IT Services - \$8030.40	Title IV

Annual Review

SPSA Year Reviewed:2024–25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

N/A

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

N/A

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

DESCRIPTION

AMOUNT

Total Funds Provided to the School Through the Consolidated Application

\$ 80,814.85

Total Federal Funds Provided to the School from the LEA for CSI

\$ [Enter amount here]

DESCRIPTION

AMOUNT

Total Funds Budgeted for Strategies to Meet the Goals in the SPSA

\$ 80,814.85

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$61,490
Title II	\$8,995.45
Title III	
Title IV	\$10,330.64

Subtotal of additional federal funds included for this school: \$80,814.85

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]

Subtotal of state or local funds included for this school: \$ [Enter state or local funds subtotal here]

Total of federal, state, and/or local funds for this school: \$80,814.85

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC 65001*, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and

tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA-and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the

expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total

allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:

- A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.
- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
 - 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
 - 1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 - 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.
- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 1. Ensure that those students' difficulties are identified on a timely basis; and
 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. *EC* sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

Coversheet

School Plan Student Achievement (SPSA) - AIPCS II

Section: V. Action Items
Item: AD. School Plan Student Achievement (SPSA) - AIPCS II
Purpose: Vote
Submitted by:
Related Material: SPSA - AIPCS II.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Natalie Glass
Position/Title: Director
Department: Director of Schools
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: 2024-2025 AIPCS II - School Plan Student Achievement
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ _____
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

School Year: 2024-2025

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	School Site Council (SSC) Approval Date	Local Board Approval Date
American Indian Public Charter School II	01-61259-0114363	June 18, 2024	June 26, 2024

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

American Indian Public Charter School II (AIPCS II) is committed to provide academic excellence to all students. Our staff and teachers work collectively to cultivate a school community of diverse learners to commit high expectations, academic achievement, and character development.

The purpose of this plan is to provide all students at AIPCS II high expectations, academic achievements, and character development with exemplary trained teachers, core curriculums aligned with CCSS, professional development, teachers on special assignments (TSA), teacher assistants, social emotional learning support and additional resources to support state testing such as Lumos Learning practice tests.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

[Describe the school’s plan here]

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

This SPSA plan was developed with the input of various stakeholders. School staff and parents worked together throughout the year. Parents of English Language Learners also contributed to this plan. Parent informational meetings took place throughout the Spring and Summer. The culmination of these and other

stakeholder, staff, and Board meetings took place to develop this document. SSC - School Site Council AIMS K-12 School Board

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

Goal 1

We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

Identified Need

Goal 1 is driven to support school wide

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Student Survey	100% of students will have access to curriculum	100% of students will have access to curriculum
Teacher Survey	100% of teachers will have access to curriculum	100% of teachers will have access to curriculum
California Assessment of Student Performance and Progress - English Language Arts	55% of all students will reach proficiency in English Language Arts 42% of our Latinx population will reach proficiency in English Language Arts 33% of our English Language Learner population will reach proficiency in English Language Arts	65% of all students will reach proficiency in English Language Arts 48% of our Latinx population will reach proficiency in English Language Arts 40% of our English Language Learner population will reach proficiency in English Language Arts

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
California Assessment of Student Performance and Progress - Mathematics	50% of all students will reach proficiency in mathematics 18% of our Latinx students will reach proficiency in mathematics	55% of all students will reach proficiency in mathematics 25% of our Latinx students will reach proficiency in mathematics

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Schoolwide

Strategy/Activity

World Language Teacher - World Language Teacher will provide instructions to students. Spanish and Mandarin. Teacher will support the enhancement of a second language development

Teacher Assistant - support students with push-in and pull-outs for differentiated instruction to enhance CCSS. Teacher assistant will provide intervention push-ins and pull-outs to target measurable learning goals and enhance students learning outcomes

Parent Engagement - Involvement of parents, families, and legal guardians in the planning, implementation, and evaluation of consolidated application programs and school plans

Lumos Learning - Lumos Learning will support CAASPP by using SBAC books and the online platform for interim assessment data

Supplemental Materials & Supplies - Supplemental materials and supplies learning platforms to enhance core curricular standards. Supplemental materials may include, books, workbooks, instructional materials and learning platforms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
SEL Counselor UPC: COUNS0002 - \$51,581	Title I

Amount(s)	Source(s)
World Language Teachers UPCs: WLTC0001 WLTC0002 - \$83,919	Title I
Parent Engagement - \$7,777.00	Title I
Homeless Designation - \$500	Title I
Teacher Assistant UPC: TCHAST0001 \$81,726-	Title I
Lumos Learning - \$17,000	Title I
Supplemental Materials & Supplies- \$16,728.00	Title I

Goal 2

We are dedicated and committed to fostering an environment of continuous learning and improvement among our educators. To achieve this, we will invest in ongoing training and professional development programs. These initiatives are designed to ensure that our teachers are equipped with the most effective and up-to-date instructional strategies, methodologies, and technologies.

Identified Need

Schoolwide

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Teacher Survey	95% of teacher participation	100% of teacher participation

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Our commitment includes:

Boot Camp PD Training and other Professional Development training - Staff will receive boot camp training and additional professional development training to enhance instructional methodologies and elevate student learning outcomes.

Curriculum Training - Teachers and support staff will receive training from adopted curriculum vendors to enhance a deeper understanding of curriculum implementation aligned with ELD standards, CCSS, and lesson planning

Strategy/Activity

[Describe the Strategy/Activity here]

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
Boot Camp PD Training and other Professional Development training - \$23,194.10	Title II
Curriculum Professional Development - \$10,000.00	Title II

Goal 3

By the end of the 2024-2025 School Year, English learner (EL) students in grades K–8 will:

- » Receive integrated ELD instruction based on Guided Language Acquisition Design at least 50% of their class time as measured by analysis of teacher observations
- » 65% of these students will increase proficiency in English by one level or more as measured by Summative ELPAC results
- » 40% or more of these students will be reclassified as Fluent English Proficient
- » 40% of these students in grades 3–8 will be meeting or exceeding standards in ELA

Identified Need

Our LEA has developed an observable teaching goal in recognition that a prerequisite to increasing student learning outcomes is improving teaching performance. The remaining goals are based on state-assessed growth in English proficiency. We are focusing on improving teaching performance, specifically the use of research-based language acquisition strategies (GLAD), by a substantial amount. Measurable student outcome goals are more conservative in recognition that the effects of improved teaching performance will show up over an extended time period.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
% of observed teaching time with GLAD strategies	GLAD use observed 0% of teaching time	GLAD use observed 50% of teaching time
English Learners making annual growth as measured by ELPAC annual growth data	51% of English Language Learners made at least one level progress based on ELPAC data	65% of English Language Learners made at least one level progress based on ELPAC data
Rate of reclassification	30% of English Language Learners were reclassified in 2024	40% of English Language Learners will be reclassified as Fluent
% meeting or exceeding ELA standards	33% of English Language Learners in grades 3-8 met or exceeded ELA standards	40% of English Language Learners in grades 3–8 will be meeting or exceeding standards in ELA

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students

Strategy/Activity

ELD Coordinator/Manager will organize on-going training in GLAD strategies for teachers and provide demo lessons and one-on-one support, in collaboration with the Instructional Coach. ELD Coordinator/Manager will also meet with Directors who conduct teacher observations in order to track the percentage of time GLAD strategies are used during observations.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Professional development \$3863

Title III

Amount(s) Source(s)

Curriculum materials/training \$3126.00	Title III
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Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learner Students and Their Parents/Guardians
--

Strategy/Activity

ELD Teacher and ELD Coordinator/Manager will provide additional experiences, assistive language-learning technology, and related resources to EL students. The ELD Coordinator/Manager will also provide free ESL classes for parents to help promote more English practice in the home.
--

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

Supplementary activities/materials \$9422.50	Title III
ESL classes \$5731.60	Title III

Goal 4

We are committed to maintaining IT support and reliable and accessible technical assistance, ensuring all students can engage in digital learning without interruption.

Identified Need

Schoolwide

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
IT Support response time	No baseline data is available (This data has not been previously collected).	IT Support response time will be between 24-48 hours for IT issues
[Add metric/indicator here]	[Add baseline here]	[Add expected outcome here]
[Add metric/indicator here]	[Add baseline here]	[Add expected outcome here]

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

IT Services - Conduct a thorough assessment of the current IT support system. Identify common issues, average response times, and resolution times. Will also purchase and support with IT equipment and software.

Health and Safety Practices into school or athletic programs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
IT Support - \$16,798	Title IV
Health and Safety Practices into school or athletic programs \$2,737.00	Title IV

Annual Review

SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

N/A

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

N/A

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$340,647.58
Total Federal Funds Provided to the School from the LEA for CSI	
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$340,647.58

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$259,231.22
Title II	\$33,194.10
Title III	\$28,687.08
Title IV	\$19,535.18
[List federal program here]	[\$[Enter amount here]]

Subtotal of additional federal funds included for this school: **\$340,647.58**

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]
[List state or local program here]	[\$[Enter amount here]]

Subtotal of state or local funds included for this school: **\$340,647.58**

Total of federal, state, and/or local funds for this school: **\$340,647.58**

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC 65001*, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and

School Plan for Student Achievement Instructions| Page 2 of 6

tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA-and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the

expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total

allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:

- A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.
- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
 - 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
 - 1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 - 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.
- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 1. Ensure that those students' difficulties are identified on a timely basis; and
 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. *EC* sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

Coversheet

Asset Sonar Quote for District

Section: V. Action Items
Item: AE. Asset Sonar Quote for District
Purpose: Vote
Submitted by:
Related Material: Asset Sonar Quote for District - Cover Letter.pdf
Asset Sonar Quote for District.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Asset Sonar Quote for District
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
AIMS Middle School- \$145.61, AIPCSII K-5 - \$260.89
AIPCSII 6-8 - \$136.51, AIMS High School - \$266.96

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

Will be going to the finance committee meeting on 6/26/24

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

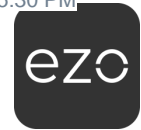
Total Cost: \$ 809.98

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: _____



Product: AssetSonar
Document: Quote ▾
Reference: ACPHSAS00001B
Company ID: N/A
Event: New Subscription ▾
Payment Method: Credit Card ▾
Deal Type: Direct Sale ▾

[EZ Web Enterprises, Inc. d/b/a EZO](#)

Corporate HQ:
 701 S. Carson Street, Suite 200
 Carson City, Nevada, 89701, US

Phone: + 1 (888) 623-865
 E-Mail: support@assetsonar.com

Attention:

Primary Contact Name: Alex Lee
Email: alexander.lee@aimsk12.org
Phone: +15102205044

AP or Billing Contact Email: alexander.lee@aimsk12.org

End Customer Name: AIMS College Prep High School
Customer Address: 746 Grand Ave, Oakland, CA 94610
Country: United States

Document Date: Jun 14, 2024
Subscription Term: Monthly ▾
Package Start Date: Aug 1, 2024
Package End Date: Aug 31, 2025
Expiry of Quote: 30 days from Issuance
Total Fee: USD 809.98

No.	Description	Items	Admins	Price
1	AssetSonar ▾ Monthly ▾ Subscription	2,500	3	\$ 899.97
Non-Profit Discount @ 10%				(\$ 89.99)
Total Fee				\$ 809.98

Please click [here](#) for published pricing.

Coversheet

FY24-25 Chromebook Quote for AIMS HS

Section: V. Action Items
Item: AF. FY24-25 Chromebook Quote for AIMS HS
Purpose: Vote
Submitted by:
Related Material: FY24-25 Chromebook Quote for AIMS HS - Cover Letter.pdf
Chromebook Quote for AIMS HS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Chromebook Quote for AIMS High School
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Will be going to the finance committee meeting on 6/26/24
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 14979.67
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____





Quotation (Open)

Quote # : 1009261 1 rev of 1
 Modified Date: Jun 06, 2024 10:36 AM EDT
 Expiration Date: 06/09/2024
 Description: AIMS College Prep 11290308

Staples Technology Solutions

P O Box 95230
 Chicago, Illinois 60694-5230
 United States
 (P) 1-888-438-4806

Products

#	Image	Description	Part #	Qty	Unit Price	Total
1		HP Chromebook 11 G9 Education Edition Intel Celeron - N4500 / up to 2.8 GHz - Chrome OS - UHD Graphics - 4 GB RAM - 32 GB eMMC - 11.6" 1366 x 768 (HD) - Wi-Fi 6 - jet black - kbd: US	3V2Y2UT#ABA	50	\$228.17	\$11,408.50
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	50	\$33.00	\$1,650.00
3		White Glove Services - Domain Enrollment/OS Update/Wi-Fi	ITG-CHROME-WGVP	50	\$7.29	\$364.50
4		White Glove OU Assignment	ITG-CHROME-CUSTOM	50	\$3.28	\$164.00

Subtotal: \$13,587.00
 Tax (10.2500%): \$1,392.67
 Shipping: \$0.00
 Fees: \$0.00
Total: \$14,979.67

Special Note: ⚡ Displayed inventory availability is subject to change. Prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

Terms of Purchase

If shipping charges or sales tax & fees are shown, they are estimates only. Actual shipping charges and sales taxes and fees will be calculated at the time of shipment and added to the invoice. Pricing quoted is subject to change prior to shipment, manufacturer and distributor pricing changes regularly. This quote is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Credit cards may be used only at the time of purchase and not for the payment of invoices. Credit Card Fees may apply.

Purchase subject to Terms and Conditions here : https://sts.staples.com/tech_services_STS.html

Returns are subject to Return Policy found here: <https://sts.staples.com/returns.html>.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms.

Coversheet

FY24-25 Chromebook Quote for AIMS MS

Section: V. Action Items
Item: AG. FY24-25 Chromebook Quote for AIMS MS
Purpose: Vote
Submitted by:
Related Material: FY24-25 Chromebook Quote for AIMS MS - Cover Letter.pdf
Chromebook Quote for AIMS MS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Chromebook Quote for AIMS Middle School
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Will be going to the finance committee meeting on 6/26/24
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 7489.83
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: Title 1





Quotation (Open)

Quote # : 1009265 1 rev of 1
 Modified Date: Jun 06, 2024 10:35 AM EDT
 Expiration Date: 06/09/2024
 Description: AIMS College Prep 11290310

Staples Technology Solutions

P O Box 95230
 Chicago, Illinois 60694-5230
 United States
 (P) 1-888-438-4806

Products

#	Image	Description	Part #	Qty	Unit Price	Total
1		HP Chromebook 11 G9 Education Edition Intel Celeron - N4500 / up to 2.8 GHz - Chrome OS - UHD Graphics - 4 GB RAM - 32 GB eMMC - 11.6" 1366 x 768 (HD) - Wi-Fi 6 - jet black - kbd: US	3V2Y2UT#ABA	25	\$228.17	\$5,704.25
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	25	\$33.00	\$825.00
3		White Glove Services - Domain Enrollment/OS Update/Wi-Fi	ITG-CHROME-WGVP	25	\$7.29	\$182.25
4		White Glove OU Assignment	ITG-CHROME-CUSTOM	25	\$3.28	\$82.00

Subtotal: \$6,793.50
 Tax (10.2500%): \$696.33
 Shipping: \$0.00
 Fees: \$0.00
Total: \$7,489.83

Special Note: Displayed inventory availability is subject to change. Prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

Terms of Purchase

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Purchase subject to Terms and Conditions here : https://sts.staples.com/tech_services_STS.html

Returns are subject to Return Policy found here: <https://sts.staples.com/returns.html>.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms.

Coversheet

GoGuardian Quote for District

Section: V. Action Items
Item: AH. GoGuardian Quote for District
Purpose: Vote
Submitted by:
Related Material: FY24-25 Go Guardian Quote For District - Cover Letter.pdf
GoGuardian Quote for District.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 GoGuardian Quote for District
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
AIMS Middle School - \$3043.96, AIPCSII K-5 - \$5,453.75
AIPCSII 6-8 - \$2,853.7, AIMS High School- \$5,580.58

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

Will be going to the finance committee meeting on 6/26/24

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ \$16,932

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

- SPSA
- LCAP
- Other: ESSERIII for AIPCSII

ORDER FORM

QUOTE # Q-402183
DATE 5/15/2024
EXPIRATION DATE 7/30/2024



Bill To

AIMS K-12 College Prep (CA)
 746 Grand Ave
 Oakland, California 94610
 United States

Ship To

Alexander Lee
 AIMS K-12 College Prep (CA)
 746 Grand Ave
 Oakland, California 94610-2714
 United States
 5104140637
 alexander.lee@aimsk12.org

GoGuardian

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 El Segundo, California 90245
 United States

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This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for Edulastic), and <https://tutorme.com/policies/eula> (for TutorMe) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1,245	GG-ADM1Y-000001	GoGuardian Admin with Fleet, DNS & AdDeflect	7/1/2024	6/30/2025	\$6.80	\$8,466.00
1,245	GG-TCR1Y-000001	GoGuardian Teacher with Video Conferencing	7/1/2024	6/30/2025	\$6.80	\$8,466.00
TOTAL (USD):						\$16,932.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-402183
DATE 5/15/2024
EXPIRATION DATE 7/30/2024



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

Name:

Title:

Email:

Accounts Payable Name:

Accounts Payable Email:

PO Number (Optional):

Additional Notes (requests for delayed invoicing, etc.):

Coversheet

FY24-25 Jamf Renewal for High School, SpEd and ELD

Section: V. Action Items
Item: AI. FY24-25 Jamf Renewal for High School, SpEd and ELD
Purpose: Vote
Submitted by:
Related Material: FY 24-25 Jamf Renewal for HS, SpEd and ELD Cover Letter.pdf
Jamf Quote for AIPCS, SpEd and ELD.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Jamf Renewal for High School, SpEd and ELD
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
AIMS High School - \$720, SpEd - \$27, ELD - \$162

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

Will be going to the finance committee meeting on 6/26/24

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 909

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: _____

Quote # Q-879031
 Created Date 4/12/2024
 Expiration Date 8/1/2024



Prepared By	Justin Browne	Account Name	AIMS K-12 College Prep Charter District
Quote Contact	Justin Browne		
Owner Email	justin.browne@jamf.com		
Phone	+12533373731		
Bill To Name	AIMS K-12 College Prep Charter District	Ship To Name	AIMS K-12 College Prep Charter District
Bill To	AIMS College Prep High School 746 Grand Avenue Oakland, CA 94610 United States	Ship To	171 12th Street Oakland, CA 94607 United States

Manufacturer SKU	Product	Quantity	MSRP	Total Price	Line Item Description
EDU-ENHANCED-R	Jamf Education Enhanced - Renewal	80.00	USD 9.00	USD 720.00	A renewal license of Jamf Education Enhanced includes Jamf School and Jamf Safe Internet for iOS, tvOS, or macOS Valid from (2024-08-01 - 2025-07-31)
EDU-ENHANCED-R	Jamf Education Enhanced - Renewal	3.00	USD 9.00	USD 27.00	A renewal license of Jamf Education Enhanced includes Jamf School and Jamf Safe Internet for iOS, tvOS, or macOS Valid from (2024-08-01 - 2025-07-31)
EDU-ENHANCED-R	Jamf Education Enhanced - Renewal	18.00	USD 9.00	USD 162.00	A renewal license of Jamf Education Enhanced includes Jamf School and Jamf Safe Internet for iOS, tvOS, or macOS Valid from (2024-08-01 - 2025-07-31)

Total Price USD 909.00

Terms & Conditions

<p>Sales Tax</p> <p>This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.</p>	<p>License Agreement</p> <p>Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.</p>
<p>Submit POs To</p> <p>Purchasing@jamf.com - Fax: 612-332-9054</p>	<p>Onboarding</p> <p>Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.</p>

Quote # Q-879031
Created Date 4/12/2024
Expiration Date 8/1/2024



Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.	Payment Terms	Net 30
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Corporate Address	Jamf 100 S Washington Ave #1100 Minneapolis, MN 55401 USA
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Coversheet

FY24-25 Staff Laptop Quote - AIMS HS

Section: V. Action Items
Item: AJ. FY24-25 Staff Laptop Quote - AIMS HS
Purpose: Vote
Submitted by:
Related Material: FY24-25 Staff Laptop Quote for AIMS HS - Cover Letter.pdf
FY 24-25 Staff Laptopl Quote for AIMS HS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Staff Laptop Quote for AIMS High School
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Will be going to the finance committee meeting on 6/26/24
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 5455.35
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



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Quote No.	3000177245520.4	Sales Rep	Brent Shumpert
Total	\$5,455.35	Phone	(800) 456-3355, 512-513-0409
Customer #	530015569684	Email	Tyler_Shumpert@Dell.com
Quoted On	May. 30, 2024	Billing To	ALEXANDER LEE
Expires by	Jun. 06, 2024		AMERICAN INDIAN MODEL
Deal ID	27621655		SCHOOLS
			171 12TH ST
			OAKLAND, CA 94607

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Brent Shumpert

Shipping Group

Shipping To	Shipping Method
AIP HS AMERICAN INDIAN MODEL SCHOOLS 746 GRAND AVE OAKLAND, CA 94610-2714 (151) 089-3870	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,000.00	5	\$5,000.00

Special Financing with Dell Pay Pro on qualified purchases^

Subtotal:	\$5,000.00
Shipping:	\$0.00
Environmental Fee:	\$25.00
Non-Taxable Amount:	\$826.45
Taxable Amount:	\$4,198.55
Estimated Tax:	\$430.35

Total: \$5,455.35

License Subtotal for Commitment Term: \$0.00

*Excludes Taxes

Flexible Payment Solutions

Months	Technology Ownership	Technology Rotation
24	\$239.47	\$193.93
36	\$165.81	\$142.56
48	\$128.62	\$116.89
60	\$106.21	\$99.75



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Shipping Group Details

Shipping To

AIP HS
 AMERICAN INDIAN MODEL
 SCHOOLS
 746 GRAND AVE
 OAKLAND, CA 94610-2714
 (151) 089-3870

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,000.00	5	\$5,000.00

Estimated delivery if purchased today:
 Jun. 07, 2024

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 BTX Base	210-BLMN	-	5	-
Intel Core Ultra 5 125U processor (12 MB cache, 12 cores, 14 threads, up to 4.3 GHz Turbo)	379-BFNZ	-	5	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	5	-
Assembly Base MTL 5550	338-CNRG	-	5	-
Integrated Intel graphics for Intel Core Ultra 5 125U processor	338-CNRK	-	5	-
Intel vPro Management Disabled	631-BBSQ	-	5	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	5	-
256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFT	-	5	-
15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam	391-BJFL	-	5	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	5	-
Intel AX211 WLAN Driver	555-BKQC	-	5	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	5	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	5	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	5	-
Fingerprint Reader, Control Vault 3+	346-BKLQ	-	5	-
E4 Power Cord 1M for US	537-BBDO	-	5	-
Latitude 5550 Quick Start Guide	340-DMNY	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
ENERGY STAR Qualified	387-BBPC	-	5	-
Fixed Hardware Configuration	998-GXFP	-	5	-
BTS MTL 65W ADPT	340-DMLZ	-	5	-
Intel Core Ultra 5 Non-vPro Label	389-FGSN	-	5	-
POD Label	389-EDJB	-	5	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-

Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	5	-
Intel Rapid Storage Technology Driver	409-BCXY	-	5	-
Mail In Service 12 Months	709-BBRC	-	5	-
ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)	199-BIQI	-	5	-
ProSupport and Next Business Day Onsite Service Initial, 12 Month(s)	199-BIQJ	-	5	-
ProDeploy Essentials Client Remote Deployment	898-4450	-	5	-
ProDeploy Essentials Client Service Entitlement	898-4451	-	5	-
Information Only - Dell APEX Managed Device Service Core Support - Not Selected	892-8437	-	5	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	5	-
Foxit PDF Editor with AI Assistant	634-CHCK	-	5	-
Dell Additional Software	658-BFQB	-	5	-

Subtotal:	\$5,000.00
Shipping:	\$0.00
Environmental Fee:	\$25.00
Estimated Tax:	\$430.35
Total:	\$5,455.35

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

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FINANCE LEASE: At the end of the initial Finance Lease term, lessee may 1) purchase the equipment for \$1 or 2) return the equipment to DFS. **FAIR MARKET VALUE ("FMV") LEASE:** At the end of the initial FMV Lease term, lessee may 1) purchase the equipment for the then FMV, 2) renew the lease or 3) return the equipment to DFS.

This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation. This proposal is property of DFS and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part.

Coversheet

FY24-25 Staff Laptop Quote - AIMS MS

Section: V. Action Items
Item: AK. FY24-25 Staff Laptop Quote - AIMS MS
Purpose: Vote
Submitted by:
Related Material: FY24-25 Staff Laptop Qupte for AIMS MS - Cover Letter.pdf
FY24-25 Staff Laptop Quote for AIMS MS.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Staff Laptop Quote for AIMS Middle School
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
Will be going to the finance committee meeting on 6/26/24
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 14183.93
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



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Quote No.	3000177330465.2	Sales Rep	Brent Shumpert
Total	\$14,183.93	Phone	(800) 456-3355, 512-513-0409
Customer #	530015569684	Email	Tyler_Shumpert@Dell.com
Quoted On	May. 30, 2024	Billing To	ALEXANDER LEE
Expires by	Jun. 06, 2024		AMERICAN INDIAN MODEL
Deal ID	27621655		SCHOOLS
			171 12TH ST
			OAKLAND, CA 94607

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Brent Shumpert

Shipping Group

Shipping To	Shipping Method
ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607 (151) 089-3870	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,000.00	13	\$13,000.00

Special Financing with Dell Pay Pro on qualified purchases^

Subtotal:	\$13,000.00
Shipping:	\$0.00
Environmental Fee:	\$65.00
Non-Taxable Amount:	\$2,148.77
Taxable Amount:	\$10,916.23
Estimated Tax:	\$1,118.93

Total: \$14,183.93

License Subtotal for Commitment Term: \$0.00

*Excludes Taxes

Flexible Payment Solutions

Months	Technology Ownership	Technology Rotation
24	\$622.63	\$504.21
36	\$431.10	\$370.64
48	\$334.42	\$303.90
60	\$276.15	\$259.36



Special Financing Offers Available

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Shipping Group Details

Shipping To

ALEXANDER LEE
 AMERICAN INDIAN MODEL
 SCHOOLS
 171 12TH ST
 OAKLAND, CA 94607
 (151) 089-3870

Shipping Method

Standard Delivery

Dell Latitude 5550

Estimated delivery if purchased today:
 Jun. 07, 2024

Unit Price	Quantity	Subtotal
\$1,000.00	13	\$13,000.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 BTX Base	210-BLMN	-	13	-
Intel Core Ultra 5 125U processor (12 MB cache, 12 cores, 14 threads, up to 4.3 GHz Turbo)	379-BFNZ	-	13	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	13	-
Assembly Base MTL 5550	338-CNRG	-	13	-
Integrated Intel graphics for Intel Core Ultra 5 125U processor	338-CNRK	-	13	-
Intel vPro Management Disabled	631-BBSQ	-	13	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	13	-
256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFT	-	13	-
15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam	391-BJFL	-	13	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	13	-
Intel AX211 WLAN Driver	555-BKQC	-	13	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	13	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	13	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	13	-
Fingerprint Reader, Control Vault 3+	346-BKLQ	-	13	-
E4 Power Cord 1M for US	537-BBDO	-	13	-
Latitude 5550 Quick Start Guide	340-DMNY	-	13	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	13	-
ENERGY STAR Qualified	387-BBPC	-	13	-
Fixed Hardware Configuration	998-GXFP	-	13	-
BTS MTL 65W ADPT	340-DMLZ	-	13	-
Intel Core Ultra 5 Non-vPro Label	389-FGSN	-	13	-
POD Label	389-EDJB	-	13	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	13	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	13	-

Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	13	-
Intel Rapid Storage Technology Driver	409-BCXY	-	13	-
Mail In Service 12 Months	709-BBRC	-	13	-
ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)	199-BIQI	-	13	-
ProSupport and Next Business Day Onsite Service Initial, 12 Month(s)	199-BIQJ	-	13	-
ProDeploy Essentials Client Remote Deployment	898-4450	-	13	-
ProDeploy Essentials Client Service Entitlement	898-4451	-	13	-
Information Only - Dell APEX Managed Device Service Core Support - Not Selected	892-8437	-	13	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	13	-
Foxit PDF Editor with AI Assistant	634-CHCK	-	13	-
Dell Additional Software	658-BFQB	-	13	-

Subtotal:	\$13,000.00
Shipping:	\$0.00
Environmental Fee:	\$65.00
Estimated Tax:	\$1,118.93
Total:	\$14,183.93

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

****Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers.** Offers may not be available or may vary in certain countries. Where available offers may be changed without notice and are subject to product availability, applicable law, credit approval, documentation provided by and acceptable to DFS and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities. Rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle. The quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for lessee's account. CALIFORNIA: Loans made or arranged pursuant to California Finance Lenders Law license #6037884.

FINANCE LEASE: At the end of the initial Finance Lease term, lessee may 1) purchase the equipment for \$1 or 2) return the equipment to DFS. **FAIR MARKET VALUE ("FMV") LEASE:** At the end of the initial FMV Lease term, lessee may 1) purchase the equipment for the then FMV, 2) renew the lease or 3) return the equipment to DFS.

This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation. This proposal is property of DFS and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part.

Coversheet

FY 24-25 Zendesk Quote for District

Section: V. Action Items
Item: AL. FY 24-25 Zendesk Quote for District
Purpose: Vote
Submitted by:
Related Material: FY24-25 Zendesk Quote for District - Cover Letter.pdf
FY24-25 Zendesk Quote For District.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services Director
Date of Submission (MM/DD/YYYY): 06/18/2024

Item Details

Title of Item: FY 24-25 Zendesk Quote for District
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
AIMS Middle School - \$163.96, AIPCSII K-5 - \$293.75
AIPCSII 6-8 - \$153.71, AIMS High School - \$300.58

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

Will be going to the finance committee meeting on 6/26/24

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 912

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: _____



989 Market St
San Francisco, CA 94103

SERVICE ORDER FORM

SUBSCRIBER INFORMATION

Sold To:
Subscriber Legal Name: American Indian Model Schools
Address: 171 12th St, Oakland, CA 94607
 Alameda
 California
 94501
 United States

Bill To:
Accounts Payable Contact: Alexander Lee
Address: 171 12th St, Oakland, CA 94607
 Alameda
 California
 94501
 United States
Email: alexander.lee@aimsk12.org
Phone: 5104140637

SUBSCRIPTION DETAILS

Currency: USD **Payment Frequency:** Annual **Service Start Date:** Jul 10, 2024
Payment Terms: Net 30 **Service End Date:** Jul 9, 2025
Payment Method: Check

ORDER DETAILS

Zendesk ID: 21256969, Subdomain: americanindianmodelschools, Jul 10, 2024 to Jul 9, 2025

Product Name	# of Months	List Price	Effective Price	Qty	Line Item Total
Support Team (Per Agent)	12	19.00	19.00	4	912.00
Subtotal:					912.00

Grand Total: 912.00

*** First Invoice Total Due:** 912.00

*The First Invoice Total calculation is determined by the Payment Frequency displayed above and may differ from the Grand Total in cases where this Payment Frequency is a shorter term than the Subscription Term (determined by the Service Start Date and the Service End Date).

SPECIAL TERMS AND NOTES

Subscriber grants Zendesk the right to use Subscriber's name, logo, and a description of Subscriber's use case to refer to Subscriber on Zendesk's website, earnings releases and calls, or marketing or promotional materials, subject to any standard usage guidelines that Subscriber's marketing team expressly provides to Zendesk at logos@zendesk.com.

Subscriber's Service Plan includes optional functionality to automate End-User resolutions without human Agent involvement ("Automated Resolutions"). Subscriber may receive an allowance of Automated Resolutions as part of a Service Plan, and/or purchase Automated Resolutions on a standalone basis (collectively, "Automated Resolution Allowance"). If Subscriber elects to use Automated Resolutions, and exceeds the Automated Resolution Allowance in a given month, Subscriber will be subject to and agrees to pay for the additional Automated Resolution usage monthly in arrears ("Pay-as-you-go Fees").

Service Order Number: Q-393653
 Creation Date: Jun-18-2024 17:17:42
 SO - Standard - v5.8

Please see here for more information on determining your Automated Resolution Allowance, measuring and monitoring your use of Automated Resolutions, Pay-as-you-go Fees, and when your allotments expire: About automated resolutions for AI agents <https://support.zendesk.com/hc/en-us/articles/5352026794010-About-automated-resolutions-for-AI-agents>

The Subscription Charges provided in this Service Order shall increase in each subsequent Subscription Term by seven percent (7%) per annum, not to exceed Zendesk's then-current List Price.

Notwithstanding anything to the contrary in the agreement or this Service Order, any renewal in which Subscriber downgrades its Service Plan or decreases the number of Agents shall result in new Subscription Charges at renewal despite the prior Subscription Term(s) Subscription Charges. Any one-time discounts provided in this Service Order shall not apply to any subsequent Subscription Term(s).

TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ('Order Form') are governed by and subject to the Main Services Agreement found at: <https://www.zendesk.com/company/agreements-and-terms/main-services-agreement> unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Notice found at: <https://www.zendesk.com/company/agreements-and-terms/privacy-notice> (collectively, the 'Agreement').

The Agreement exclusively governs the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then-current Subscription Term ('Additional Agents') shall be coterminous with the then current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 519184) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the 'Zendesk Payment Agent') is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

PURCHASE ORDER OPTIONS

My organization requests you reference a Purchase Order (PO#)

Subscriber acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

Coversheet

AIMS MS - 24-25 Bay Area Community Resources Agreement

Section: V. Action Items
Item: AM. AIMS MS - 24-25 Bay Area Community Resources Agreement
Purpose: Vote
Submitted by:
Related Material: AIMS MS - 24-25 Bay Area Community Resources Agreement.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIMS MS - 24-25 Bay Area Community Resources Agreement
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
Qualifications: Passing Score on CODESP ParaProfessional Exam
or Proof of an AA Degree or 48 units in college with corresponding transcrip
Instructional aide CODESP equivalency test administered by BACR.

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

This item will be reviewed by the Finance Committee on 6/26/2024

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 203,279

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: _____



AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding (“Agreement”) establishes the material terms of the business relationship between Bay Area Community Resources (“BACR”) and AIMS College Prep Middle School (“AIMS MS” or “School”) for the provision of certain educational services (as further detailed below) at the AIMS MS school site during the 2024-25 school year. BACR and AIMS MS are each referred to individually as a “Party,” and collectively as the “Parties.” This Agreement is effective upon execution by representatives of each Party (“Effective Date”).

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

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 104 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 110, BACR is open to accommodating more students. However, before Program enrollment exceeds 140 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 14, 2024 to June 17, 2025. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
 School Initials _____

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

C. Communication and accessibility with parents.

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

- 1. Announcements. The School can send information out to its entire parent body on behalf of BACR. This should be used only for major announcements, i.e., deadlines and applications for signing up. Program-specific information to participants will be managed by BACR, but subject to the Head of School prior approval. Communications should include the Head of School on the distribution list.
- 2. Key School Year Events. The BACR After-School Site Coordinator commits to attending the School's major school-year events, so that BACR has a presence at school-related activities that occur outside of the school day.
- 3. Welcoming events. BACR commits to being present at welcoming events for new families.
- 4. Attendance Records: BACR shall maintain accurate Program attendance records.
- 5. Research: BACR shall respond to any additional surveys or other methods of data collection that may be required throughout the life of the Program.
- 6. Student-to-Staff Ratio: BACR shall maintain a student-to-staff member ratio of no more than 20:1, except for in the case of temporary emergencies.
- 7. Qualifications: Passing Score on CODESP ParaProfessional Exam or Proof of an AA Degree or 48 units in college with corresponding transcripts will be required of all staff members. All staff members must have completed at least 48 units of college or pass a paraprofessional/Instructional aide CODESP equivalency test administered by BACR.
- 8. Screening: BACR shall ensure that all Program staff and volunteers will fulfill health screening (Clear TB Test) and CalDOJ fingerprint clearance requirements in current law and in compliance with School policies (Certified Assurance #25)

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student

BACR Initials _____
 School Initials _____

information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

E. Safety and Crisis Protocol

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

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

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS MS for the 2024-25 year is **\$203,279 ASES**. BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

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

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

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

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

IV. TERM AND TERMINATION

The Term of the Agreement shall be from July 1, 2024 through June 30, 2025.

BACR Initials _____
School Initials _____

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

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

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

V. INDEMNITY

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

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

VI. REMOVAL OF STAFF

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

VII. CANRA COMPLIANCE

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

VIII. SUBCONTRACTING

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

IX. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIMS MS as additional insured under the applicable policy or policies. Upon request, BACR shall furnish

BACR Initials _____
School Initials _____

copies of the policy forms indicating that AIMS MS is an additional insured under the policy or policies. Insurance shall include the following:

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

X. RELATIONSHIP BETWEEN THE PARTIES.

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

XI. NOTICE

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

If to the School:

ATTN: Marisol Magana
AIMS College Prep Middle School
171 12th Street
Oakland, CA 94607
510-220-9985 (Phone)

If to BACR:

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

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

XII. INTEGRATION

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

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

XIII. LIMITATION ON LIABILITY

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

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

XIV. EXCLUSION ON LIABILITY

BACR Initials _____
School Initials _____

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

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

XV. MISCELLANEOUS

- A. Force Majeure: If, for reasons beyond the control of either Party (a "Force Majeure" event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR's non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.
- B. Time is of the Essence: Time is of the essence with respect to the Parties' performance of the Services hereunder.
- C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.
- D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.
- E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.
- F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.
- G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.
- H. Prevailing Party: In the event that it shall become necessary for any Party to institute legal proceedings against another Party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorneys' fees and all expert witness fees incurred during pre-suit efforts, suit, and post judgment, appeal, or settlement collection.
- I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable.
- J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to "person(s)" include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word "including" is used, it means "including without limitation."
- K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.
- L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties

BACR Initials _____
 School Initials _____

agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a "including" is used, it means "including, but not limited to."

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

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

American Indian Public Charter School II K-8

BAY AREA COMMUNITY RESOURCES, INC.

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

Coversheet

American Red Cross - First Aid and CPR/AED Training

Section: V. Action Items
Item: AN. American Red Cross - First Aid and CPR/AED Training
Purpose: Vote
Submitted by:
Related Material: American Red Cross - First Aid and CPR:AED Training.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: American Red Cross - First Aid and CPR/AED Training
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ \$9923
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: AMIM Block Grant, Learning Recovery Block



Marisol Magana <marisol.magana@aimsk12.org>

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

1 message

Kimberly Carroll <kimberly.carroll@redcross.org>
To: "marisol.magana@aimsk12.org" <marisol.magana@aimsk12.org>

Thu, May 30, 2024 at 6:21 AM



Dear Marisol Magana,

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

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

All training classes include the following:

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

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

billing minimum of 8 participants per class session*

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

The cost for 72 people to be trained in **Adult and Pediatric First Aid/CPR/AED** is \$9923*; each additional person would cost \$134. This total cost includes our \$275 onsite delivery fee

for one training class; any additional training classes would incur \$275 fee per class.*** Class time is 3 hours and 51 minute self-paced web-based learning followed by a 2 hour and 15 minute in-classroom skills session

*Some exclusions may apply

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

***With Blended Learning, customers can schedule up to three consecutive training classes on the same day at the same location and will incur only one \$275 onsite training fee.

****A unique email is required for each student on the course record. This email must be different from all the other students in the class.

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

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

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

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

Account: AIMS K-12 College Prep Charter District

Coversheet

Avela Software

Section: V. Action Items
Item: AO. Avela Software
Purpose: Vote
Submitted by:
Related Material: Avela Software.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: Avela Software
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:
This item will be reviewed by the Finance Committee on 6/26/2024
If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 3000
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____



Avela Software Order Form

This Avela Software Order Form is entered into as of 6/17/2024 (“Effective Date”) by and between below Customer and Avela and is incorporated into and subject to the terms and conditions of the End User License Agreement (EULA) located at avela.org/eula. To the extent that an express term of this Order Form is inconsistent with a term in the EULA, the terms of this Order Form shall prevail.

	Customer	Avela
Organization	AIMS K-12 College Prep Charter District	Avela, Inc.
Signatory Name	Marisol Magana	Greg Bybee
Title	Director of Health & School Support Services	CEO
Address	171 12th Street Oakland, CA 94607	855 Folsom Street, Suite 940 San Francisco, CA 94107
Telephone	(510) 893-8701	415-580-2613
Email	marisol.magana@aimsk12.org	greg@avela.org
Invoicing Contact		ar@avela.org

1. Terms. Customer agrees to license Product(s) below (defined in Exhibit A) with the following terms:

Product(s)	Avela Enroll
Scope/Schools	Individual Charter School District with Oakland Enrolls
Term Start Date	7/1/2024
Term Duration	1 Year
Annual License Fee	\$2500
Set-Up Fee	\$500
Contract Total	\$3000
Payment Terms	Set-up fee invoiced at signing. License fee invoiced on Effective Date, and on anniversary thereafter. All invoices due Net 30.

2. License Term. The term of this Software license will commence on the Term Start Date and be active for the Term Duration stated above. The term will automatically renew for additional one (1) year successive terms unless Customer gives Avela written notice.

Avela and Customer have agreed as follows and have caused their authorized representatives to execute this Order Form as of the date below.

CUSTOMER

AVELA, INC.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

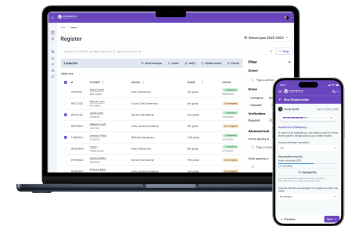


EXHIBIT A

Avela Enroll

Our online registration platform makes it easy for families to submit documentation and paperwork for registration, transfers, and re-enrollment.

Families can securely upload and submit essential documents from any device and complete any provider-specific information. By eliminating the need for physical copies and in-person visits, Avela Enroll saves time, reduces administrative burdens, minimizes errors, and improves efficiency. Read more at <https://avela.org/enroll>.



Coversheet

AIPCS II -24-25 Bay Area Community Resources Agreement

Section: V. Action Items
Item: AP. AIPCS II -24-25 Bay Area Community Resources Agreement
Purpose: Vote
Submitted by:
Related Material: AIPCS II - 24-25 Bay Area Community Resources Agmt.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director
Department: Health & School Support Services
Date of Submission (MM/DD/YYYY): 6/18/2024

Item Details

Title of Item: AIPCS II - 24-25 Bay Area Community Resources Agreement
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
Pg 2 Qualifications: All staff members must have completed at least 48 units of college or pass a paraprofessional/Instructional aide CODESP equivalency test administered by BACR.

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

This item will be reviewed by the Finance Committee on 6/26/2024

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ 203,279

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

SPSA LCAP Other: _____



AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding (“Agreement”) establishes the material terms of the business relationship between Bay Area Community Resources (“BACR”) and American Indian Public Charter School II (K-8) (“AIPCS II”) or “School”) for the provision of certain educational services (as further detailed below) at the AIPCS II school site during the 2024-25 school year. BACR and AIPCS II are each referred to individually as a “Party,” and collectively as the “Parties.” This Agreement is effective upon execution by representatives of each Party (“Effective Date”).

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

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 111 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 111, BACR is open to accommodating more students. However, before Program enrollment exceeds 111 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 14, 2024 to June 17, 2025. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00 pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
 School Initials _____

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

C. Communication and accessibility with parents.

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

- 1. Announcements. The School can send information out to its entire parent body on behalf of BACR. This should be used only for major announcements, i.e., deadlines and applications for signing up. Program-specific information to participants will be managed by BACR, but subject to the Head of School prior approval. Communications should include the Head of School on the distribution list.
- 2. Key School Year Events. The BACR After-School Site Coordinator commits to attending the School's major school-year events, so that BACR has a presence at school-related activities that occur outside of the school day.
- 3. Welcoming Events. BACR commits to being present at welcoming events for new families.
- 4. Attendance Records: BACR shall maintain accurate Program attendance records.
- 5. Research: BACR shall respond to any additional surveys or other methods of data collection that may be required throughout the life of the Program.
- 6. Student-to-Staff Ratio: BACR shall maintain a student-to-staff member ratio of no more than 20:1, except for in the case of temporary emergencies.
- 7. Qualifications: Passing Score on CODESP ParaProfessional Exam or Proof of an AA Degree or 48 units in college with corresponding transcripts will be required of all staff members. All staff members must have completed at least 48 units of college or pass a paraprofessional/Instructional aide CODESP equivalency test administered by BACR.
- 8. Screening: BACR shall ensure that all Program staff and volunteers will fulfill health screening (Clear TB Test) and CalDOJ fingerprint clearance requirements in current law and in compliance with School policies (Certified Assurance #25)

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student

BACR Initials _____
 School Initials _____

information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

E. Safety and Crisis Protocol

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

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

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIPCS II for the 2024-25 year is **\$203,279 ASES**. BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

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

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

IV. TERM AND TERMINATION

The Term of the Agreement shall be from July 1, 2024 through June 30, 2025.

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

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

In the event of any termination for cause by BACR, other than one based on Force Majeure (as defined below), the School shall pay BACR any and all outstanding Management Fees and pre-approved expenses due and owing to BACR or incurred by BACR under this Agreement. For the sake of clarity, the School shall pay BACR the full Management Fee in the event of any termination for cause of this Agreement (except one

BACR Initials _____
School Initials _____

resulting from Force Majeure as defined below), unless BACR advises of cost savings due to early termination that may be deducted from the AIPCS II fee.

V. INDEMNITY

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

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

VI. REMOVAL OF STAFF

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

VII. CANRA COMPLIANCE

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

VIII. SUBCONTRACTING

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

IX. INSURANCE

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

Insurance shall include the following:

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

X. RELATIONSHIP BETWEEN THE PARTIES.

BACR Initials _____
 School Initials _____

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

XI. NOTICE

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

If to the School:

ATTN: Marisol Magana
American Indian Public Charter School II
171 12th Street
Oakland, CA 94607
510-220-9985 (Phone)
marisol.magana@aimsk12.org

If to BACR:

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

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

XII. INTEGRATION

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

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

XIII. LIMITATION ON LIABILITY

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

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

XIV. EXCLUSION ON LIABILITY

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

IN NO EVENT SHALL THE SCHOOL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY BACR OR ANY THIRD

BACR Initials _____
School Initials _____

PARTY, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF BACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XV. MISCELLANEOUS

- A. Force Majeure: If, for reasons beyond the control of either Party (a “Force Majeure” event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR’s non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.
- B. Time is of the Essence: Time is of the essence with respect to the Parties’ performance of the Services hereunder.
- C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.
- D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.
- E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.
- F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.
- G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.
- H. Prevailing Party: In the event that it shall become necessary for any Party to institute legal proceedings against another Party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorneys’ fees and all expert witness fees incurred during pre-suit efforts, suit, and post judgment, appeal, or settlement collection.
- I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable.
- J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to “person(s)” include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word “including” is used, it means “including without limitation.”
- K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.
- L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a “including” is used, it means “including, but not limited to.”
- M. Authority: The undersigned represent and warrant that they are duly authorized to sign this Agreement on behalf of their respective entities.

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

AIMS College Prep Elementary (K-8)

BAY AREA COMMUNITY RESOURCES, INC.

BACR Initials _____
School Initials _____

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

Coversheet

Ascend Rehab Services Inc 2024-25 Master Contract

Section: V. Action Items
Item: AQ. Ascend Rehab Services Inc 2024-25 Master Contract
Purpose: Vote
Submitted by:
Related Material: Ascend Rehab Serices Inc 2024-25 Master Contract.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Deborah Woods
Position/Title: Director
Department: Special Education
Date of Submission (MM/DD/YYYY): June 26, 2024

Item Details

Title of Item: Speech Pathologist and Occupational Therapist: Ascend Rehab Services
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:
COLA rate increase of 9.3%

Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

Committee Review

Has this item been through the appropriate committee review process?

- Yes
- No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:

Presently in review

Deadline Information

Is there a submission deadline for this item?

- Yes
- No

If yes: Please indicate the deadline date (MM/DD/YYYY): 07/01/24

Financial Information (if applicable):

Total Cost: \$ 242,694.56

Is this expenditure included in the annual budget?

- Yes
- No

Please specify in which plan this expense is indicated:

- SPSA
- LCAP
- Other: AIMS CMO SpEd 2024-25 Budget

2024-2025

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

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, 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, 2024 to June 30, 2025 (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 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 (10th) 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and **shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.**

42. STATE MEAL MANDATE

When CONTRACTOR is a 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.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event

CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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 (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's

attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior

intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Exhibit A: 2024-25 Rates

Ascend strives to provide the highest quality Speech and Occupational services to all our educational partners across California. Our extensive experience and expertise, personalized service, competitive reimbursement rates and prompt support have given us an edge over other NPAs and companies.

Our Goal

We work with the IEP team to enable children to access and participate in a curriculum suitable to their current level of functioning and abilities. We offer appropriate and thorough initial evaluations, tri-annual assessments, individual sessions, group therapy & consults.

Also, we aim to empower aides, teachers, school staff with regular 'staff training' on a range of topics using the educational model.

Why Ascend is different from other Agencies?

1. Ascend offers seminars/workshops and CEUs at no cost to district staff.
2. Ascend offers a unique classroom-based therapy, collaborative team teaching, and response to Intervention programs.
3. Ascend provides assessment kits, therapy materials, laptops and supplies for our therapists to have a successful school year
4. Ascend therapists are supported by highly experienced licensed supervisors and Clinical Directors.
5. Ascend therapists and staff has flexibility and adaptability to help to meet a district's need to provide a specific service that results in the best possible educational outcomes for students.
6. Our team of therapists are licensed and CA board approved

Contract Options:

We have therapists that are available for;

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

School Rate:

Speech Language Pathologist/Clinical Fellow \$106.00 per hour

Virtual Speech Language Pathologist \$95.00 per hour

Occupational Therapist (OT) \$96.00 per hour

 *Dedicated to enriching the lives of others*

Coversheet

EC EmpoweredEd Psychological Services 2024-25

Section: V. Action Items
Item: AR. EC EmpoweredEd Psychological Services 2024-25
Purpose: Vote
Submitted by:
Related Material: EC EmpowerEd Psychological Services 2024-25.pdf



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Deborah Woods
Position/Title: Director
Department: Special Education
Date of Submission (MM/DD/YYYY): June 26, 2024

Item Details

Title of Item: Psychological/Educational Evaluations:EmpowerEd Psychological Services
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:
Being presented for review

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY):07/01/2024

Financial Information (if applicable):

Total Cost: \$ 183,600
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other:AIMS CMO SpEd Budget

2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: AIMS K12 College Prep Charter District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

EmpowerEd Psychological Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

GENERAL PROVISIONS

MASTER CONTRACT

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, 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 EmpowerEd Psychological Services (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, 2024 to June 30, 2025 (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 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 (10th) 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and **shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.**

42. STATE MEAL MANDATE

When CONTRACTOR is a 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

The State Superintendent of Public Instruction (“Superintendent”), **through the delegated monitoring activities to the California Department of Education (CDE)**, 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services **specified on the ISA and** provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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.

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, in-person or virtually, 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 (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's

attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior

intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

EmpowerEd Psychological Services Inc
Nonpublic School/Agency

AIMS K12 College Prep Charter District
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Erin Crawford, President
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:

Erin Crawford, President
Name and Title
EmpowerEd Psychological Services Inc
Nonpublic School/Agency/Related Service Provider
1299 4th St, Suite 401
Address
San Rafael, CA 94901
City State Zip
415.505.1201
Phone Fax
empoweredpsychservices@gmail.com
Email

Deborah Woods, Director of Special Education
Name and Title
AIMS K12 College Prep Charter District
LEA
171 12th St
Address
Oakland, CA 94607
City State Zip
510.893.8701
Phone Fax
deborah.woods@aimsk12.org
Email

**Additional LEA Notification
 (Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email



EmpowerEd Psychological Services

EMPOWERING STUDENTS, SUPPORTING FAMILIES

Erin Crawford LEP #4341 2024-2025 Fee Schedule

Full Psychoeducational Evaluation **\$6,800**

Assessment includes Cognitive, Academic, Processing, Social/Emotional/Behavioral, and Adaptive (if appropriate) testing, classroom observation, record review, interviews, report, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Psychological Evaluation (*No academic assessment) **\$6,000**

Assessment includes Cognitive, Processing, Social/Emotional/Behavioral, and Adaptive (if appropriate) testing, classroom observation, record review, interviews, report, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Evaluation Report Writing (*No Testing) **\$2,000**

Assessment includes report writing, eligibility considerations, recommendations, and participation at one IEP meeting lasting up to 90 minutes.

Independent Educational Evaluation (IEE): **\$6,500**

Includes testing, report, and participation at 1 IEP meeting lasting up to 90 minutes.

Gifted and Talented Assessment **\$2,000**

Report includes full cognitive IQ assessment and participation on feedback session with family or IEP meeting lasting up to 1 hour.

Psychological and/or Intervention Services **\$250/hour**

Services include counseling, skill building, academic interventions, social-emotional interventions, etc.

Parent Consultation/Advocacy **\$250/hour**

Services include document review, parent consultation and advocacy. May include attendance at SST, 504, and/or IEP meetings.

EmpowerEd Psychological Services Inc
EIN# 93-2492251 NPI#1508628116
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erin@empowered-psych.com