



## AIMS K-12 College Prep Charter District

### AIMS Special Board Meeting

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#### Date and Time

Monday November 13, 2023 at 3:30 PM PST

#### Location

171 12th Street, Oakland, CA 94607

4049 First Street, Livermore, CA 94605

2450 Washington Ave., San Leandro, CA 94577

1801 Adeline Street, Oakland CA 94607

7521 Ney Avenue, Oakland, CA 94605

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

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One tap mobile

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Meeting ID: 331 112 8694

Passcode: 076927

Find your local number: <https://us02web.zoom.us/j/3311128694?pwd=cVFNbEJtWm40aDZpUlp5WFVxRGVqUT09>

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AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related

modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

## Agenda

|   | Purpose         | Presenter         | Time           |
|---|-----------------|-------------------|----------------|
| <b>I. Opening Items</b>   |                 |                   | <b>3:30 PM</b> |
| Opening Items   |                 |                   |                |
| <b>A.</b> Call the Meeting to Order   |                 | Chris Edington    |                |
| <b>B.</b> Record Attendance and Guests  |                 | Barbara Pemberton | 1 m            |
| <b>C.</b> Adoption of Agenda  | Vote            | Chris Edington    | 1 m            |
| <b>D.</b> Public Comment on Agenda Items  |                 |                   | 4 m            |
| Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b> |                 |                   |                |
| <b>E.</b> Public Comment on Non-Agenda Items  |                 |                   | 4 m            |
| Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b>                   |                 |                   |                |
| <b>II. Approve Minutes</b>  |                 |                   | <b>3:40 PM</b> |
| <b>A.</b> AIMS Special Board Meeting: October 10, 2023  | Approve Minutes |                   |                |
| <b>B.</b> AIMS Special Board Meeting: November 6, 2023  | Approve Minutes |                   | 1 m            |

|  | Purpose | Presenter         | Time           |
|--|---------|-------------------|----------------|
| <b>III. Action Items</b>   |         |                   | <b>3:41 PM</b> |
| <b>A.</b> Epicenter Professional Services Agreement  | Vote    | Maya Woods-Cadiz  | 2 m            |
| <b>IV. Consideration and Discussion of CAP</b>   |         |                   | <b>3:43 PM</b> |
| <b>A.</b> AIMS Board of Directors Working Session  | Vote    |                   | 40 m           |
| <b>V. Closed Session</b>   |         |                   | <b>4:23 PM</b> |
| <b>A.</b> Public Comment on Closed Session Items   | FYI     |                   | 10 m           |
| Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b> |         |                   |                |
| <b>B.</b> Recess to Closed Session   | Discuss |                   | 30 m           |
| Closed Session Items:  |         |                   |                |
| <ul style="list-style-type: none"> <li>• Conference with Legal Counsel - Anticipated Litigation</li> <li>- Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case.</li> <li>• Real Estate Matters</li> <li>- 171 12th Street, Oakland CA</li> </ul>   |         |                   |                |
| <b>C.</b> Report from Closed Session   | FYI     |                   | 2 m            |
| <b>VI. Closing Items</b>   |         |                   | <b>5:05 PM</b> |
| <b>A.</b> Adjourn Meeting  | FYI     |                   |                |
| <b>B.</b> NOTICES  | FYI     | Barbara Pemberton |                |
| <b>The next regular meeting of the Board of Directors is scheduled to be held on the third Tuesday, November 2023, at 6:45 pm. AIMS does not discriminate on</b>   |         |                   |                |

|  | Purpose   | Presenter | Time |
|--|---|-----------|------|
|  | <p>                     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.                 </p> |           |      |
|  | <p>                     I, Barbara Pemberton, hereby certify that I posted this agenda on the AIMS website at <a href="http://www.aimsk12.org">www.aimsk12.org</a>, on November 12, 2023, before 3:30 pm.                 </p> <p>                     Certification of Posting                 </p>  |           |      |

# Coversheet

## AIMS Special Board Meeting: October 10, 2023

|                          |  |
|--------------------------|--|
| <b>Section:</b>          | II. Approve Minutes  |
| <b>Item:</b>             | A. AIMS Special Board Meeting: October 10, 2023            |
| <b>Purpose:</b>          | Approve Minutes  |
| <b>Submitted by:</b>     |  |
| <b>Related Material:</b> | Minutes for AIMS Special Board Meeting on October 10, 2023 |

APPROVED



## AIMS K-12 College Prep Charter District

### Minutes

#### AIMS Special Board Meeting

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##### Date and Time

Tuesday October 10, 2023 at 6:45 PM

##### Location

171 12th Street, Oakland, CA 94607

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

Join Zoom Meeting

<https://us02web.zoom.us/j/81397467941?pwd=KzVHbDliZFdETjJEbnQxUmdsTFZDQT09>

Meeting ID: 813 9746 7941

Passcode: 596846

One tap mobile

+16699006833,,81397467941#,,,,\*596846# US (San Jose)

+16694449171,,81397467941#,,,,\*596846# US

Dial by your location

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US

Meeting ID: 813 9746 7941

Passcode: 596846

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

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**Directors Present**

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

**Directors Absent**

*None*

**Guests Present**

B. Pemberton, M. Woods-Cadiz

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**I. Opening Items**

**A. Call the Meeting to Order**

C. Edington called a meeting of the board of directors of AIMS K-12 College Prep Charter District to order on Tuesday Oct 10, 2023 at 7:04 PM.

**B. Record Attendance and Guests**

**C. Adoption of Agenda**

C. Edington made a motion to adopt.

J. Colly seconded the motion.

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

**D. Public Comment on Agenda Items**

No comment

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

No comment

**F. President's Report**

The board has scheduled (or will schedule) additional meetings to coincide with the dates requested by the district for review and submission of an action plan to provide regular updates to the district. These will be scheduled as special meetings per the schedule of OUSD.

**II. Non-Action Items**

**A. Epicenter Update**

The the requested items were submitted, and clarification was requested on two of those items.

**B. Bylaws Review**

It was suggested that a work session be scheduled to further review the Bylaws.

**III. Closed Session**

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

No comment

**B. Recess to Closed Session**

The Board exited to closed session at 7:15 pm.

**C. Report from Closed Session**

Nothing to report.

**IV. Approve Minutes**

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

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

**B. Regular Board Meeting Sept. 19, 2023**

C. Edington made a motion to approve the minutes from AIMS Board Meeting on 09-19-23.

J. Hinton-Hodge seconded the motion.

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

**C. Finance Committee Meeting Sept 19, 2023**

C. Edington made a motion to approve the minutes from Finance Committee Meeting on 09-19-23.

J. Hinton-Hodge seconded the motion.

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

**D. Special Board Meeting Minutes 8-22-23**



C. Edington made a motion to approve the minutes from AIMS Special Board Meeting on 08-22-23.

J. Hinton-Hodge seconded the motion.

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

**E. Regular Board Meeting: May 19, 2020**

C. Edington made a motion to approve the minutes from Regular Board Meeting on 05-19-20.

J. Hinton-Hodge seconded the motion.

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

**F. Special Board Meeting: March 11, 2020**

C. Edington made a motion to approve the minutes from Special Board Meeting on 03-11-20.

J. Hinton-Hodge seconded the motion.

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

**G. Regular Board Meeting April 17, 2018**

C. Edington made a motion to approve the minutes from Board of Directors Meeting on 04-17-18.

J. Hinton-Hodge seconded the motion.

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

**H. Facilities Committee Meeting: May 14, 2020**

C. Edington made a motion to approve the minutes from Facilities Committee Meeting on 05-14-20.

J. Hinton-Hodge seconded the motion.

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

**I. Finance Committee Monthly Meeting May 14, 2020**

C. Edington made a motion to approve the minutes from Finance Committee Monthly Meeting on 05-14-20.

J. Hinton-Hodge seconded the motion.

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

**J. Facilities Committee Monthly Meeting April 16, 2020**

C. Edington made a motion to approve the minutes from Facilities Committee Monthly Meeting on 04-16-20.

J. Hinton-Hodge seconded the motion.

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

**K.**

**Finance Committee Monthly Meeting April 16, 2020**

C. Edington made a motion to approve the minutes from Finance Committee Monthly Meeting on 04-16-20.

J. Hinton-Hodge seconded the motion.

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

**L. Governance Committee Monthly Meeting April 7, 2020**

C. Edington made a motion to approve the minutes from Governance Committee Monthly Meeting on 04-07-20.

J. Hinton-Hodge seconded the motion.

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

**M. Special Governance Committee Meeting March 24, 2020**

C. Edington made a motion to approve the minutes from Special Governance Committee Meeting on 03-24-20.

J. Hinton-Hodge seconded the motion.

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

**N. Special Finance Committee Meeting March 27, 2020**

C. Edington made a motion to approve the minutes from Special Finance Committee Meeting on 03-27-20.

J. Hinton-Hodge seconded the motion.

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

**O. Finance Committee Monthly Meeting: March 12, 2020**

C. Edington made a motion to approve the minutes from Finance Committee Monthly Meeting on 03-12-20.

J. Hinton-Hodge seconded the motion.

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

**P. Facilities Committee Monthly Meeting: March 12, 2020**

C. Edington made a motion to approve the minutes from Facilities Committee Monthly Meeting on 03-12-20.

J. Hinton-Hodge seconded the motion.

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

**Q. Governance Committee Meeting Sept 10, 2019**

C. Edington made a motion to approve the minutes from Governance Committee Monthly Meeting on 09-10-19.

J. Hinton-Hodge seconded the motion.

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

## **V. Action Items**

### **A. 2023 - 2024 Board Calendar**

C. Edington made a motion to approve.

J. Colly seconded the motion.

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

### **B. RE to OUSD File No. 23-0100**

C. Edington made a motion to approve.

J. Hinton-Hodge seconded the motion.

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

### **C. ELO ESSER Plans**

C. Edington made a motion to approve.

J. Colly seconded the motion.

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

### **D. Safety Plan Updates**

J. Hinton-Hodge made a motion to approve.

J. Colly seconded the motion.

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

## **VI. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:07 PM.

Respectfully Submitted,

C. Edington

### **B. NOTICES**

None

# Coversheet

## AIMS Special Board Meeting: November 6, 2023

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

APPROVED



## AIMS K-12 College Prep Charter District

### Minutes

#### AIMS Special Board Meeting

---

##### Date and Time

Monday November 6, 2023 at 3:00 PM

##### Location

171 12th Street, Oakland, CA 94607

4049 First Street, Livermore, CA 94605

2450 Washington Ave., San Leandro, CA 94577

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**Directors Present**

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

**Directors Absent**

*None*

**Guests Present**

B. Pemberton

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**I. Opening Items**

**A. Call the Meeting to Order**

C. Edington called a meeting of the board of directors of AIMS K-12 College Prep Charter District to order on Monday Nov 6, 2023 at 3:09 PM.

**B. Record Attendance and Guests**

**C. Adoption of Agenda**

C. Edington made a motion to approve.  
The board **VOTED** to approve the motion.

**D. Public Comment on Agenda Items**

No comment

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

No comment

**II. Consideration and Discussion of CAP**

**A. AIMS Board of Directors Working Session**

The item was discussed.

**III. Closed Session**

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

No comment

**B. Recess to Closed Session**

Exited to closed session.

**C. Report from Closed Session**

Nothing to report.

**IV. 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 6:10 PM.

Respectfully Submitted,  
C. Edington

**B. NOTICES**

None

# Coversheet

## Epicenter Professional Services Agreement

|                          |  |
|--------------------------|--|
| <b>Section:</b>          | III. Action Items  |
| <b>Item:</b>             | A. Epicenter Professional Services Agreement                   |
| <b>Purpose:</b>          | Vote   |
| <b>Submitted by:</b>     |  |
| <b>Related Material:</b> | AIMS K12 College Prep Charter District Epicenter Agreement.pdf |





## Professional Services Agreement

Whereas, this **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") between **the Institute for Excellence in Education, dba National Charter Schools Institute** (hereafter referred to as the "Institute"), and **AIMS K12 College Prep Charter District** (hereafter referred to as the "Client") as made effective as of November 15, 2023.

Whereas, the Institute's principal place of business is located at 711 West Pickard Street, Suite M, Mt. Pleasant, Michigan 48858, and the Client's principal place of business is located at the following address:

Client Name: AIMS K12 College Prep Charter District

Contact: Maya Woods-Cadiz

Address: 171 12th St. Oakland, California 94607

Whereas, the Client and the Institute share a common vision for educational excellence and wish to work together to implement an innovative web-based software system known as Epicenter.

### Services ("Services") to be Performed:

- 1.1 The Institute will provide the Client with consulting and technical support related to its use of Epicenter.
- 1.2 The Institute will provide the Client with the leadership, guidance and support necessary to setup and configure Epicenter. This includes the following:
  - 1.2.1 Working with the Client to develop and incorporate into Epicenter an annual calendar of oversight requirements, including the file type, meta-data and due date(s) associated with each requirement.
  - 1.2.2 Working with the Client to identify and populate the entities to be included in Epicenter, including schools, boards and EMO/CMOs.
  - 1.2.3 Working with the Client to identify, define and customize the file and data types to be incorporated into Epicenter, including any related metadata.
  - 1.2.4 Working with the Client to configure workflow processes and procedures, including any related notification, submission, review and acceptance protocols.

**1.2.5** Working with the Client to configure security protocols by user, entity and file type.

- 1.3** The Institute will provide the Client and its authorized personnel with access to and use of Epicenter.
- 1.4** The Institute will provide the Client with the orientation, training and support services necessary to use Epicenter.
- 1.5** The Institute will ensure Epicenter's Help Desk and support team are available to the Client during normal business hours {8 a.m. to 5 p.m. EDT) or at other times as requested by the Client.
- 1.6** The Institute will ensure Epicenter is accessible to the Client 24 hours per day, 7 days per week, 365 days per year, except for any planned outages that the Institute will inform the Client of in advance.
- 1.7** The Institute will ensure Epicenter is supported with a professional service level that meets or exceeds industry best practice standards, and complies with applicable state and federal requirements.
- 1.8** Epicenter is currently deployed as a single instance in the Azure hosting environment. The entire environment is isolated/separated logically from all other systems by a fully monitored, HIPAA-compliant firewall within an environment backed by HIPAA, PCI, SSAE 16, SOC 1, SOC 2, and SOC 3 audits.

**2. Client Obligations:**

- 2.1** The Client will work in good faith with the Institute to provide the information necessary to properly setup and configure Epicenter so that it functions in accordance with the Client's practices and user security protocols.
- 2.2** The Client will provide the Institute with timely, accurate and complete information at all times and provide the Institute with feedback regarding how Epicenter is meeting its needs.
- 2.3** The Client is responsible for safeguarding the passwords related to Epicenter and protecting them from disclosure to any unauthorized user(s).
- 2.4** The Client will not, nor will the Client authorize, permit or allow others to (i) reverse engineer, decompile or disassemble the web-based software system known as Epicenter, or otherwise attempt to discover any source code or any trade secrets related to Epicenter; (ii) modify or make derivative works of Epicenter; (iii) sell, lease, license, distribute or sublicense Epicenter; (iv) alter, obscure or modify any trademark or proprietary notice related to Epicenter; or (v) create Internet "links" or "frame" or "mirror" any content from Epicenter.

### 3. Term of Agreement:

**3.1** The term of this Agreement is as follows:

Begin: November 15, 2023

End: June 30, 2024

**3.2** This Agreement shall automatically renew on July 1<sup>st</sup> of each year, unless either the Client or the Institute provides written notice of termination to the other party at least 90 days before the Agreement expires. In the event of such a termination, Client agrees to pay the Institute, pursuant to the terms set forth in this Agreement for all fees incurred as of the effective date of the termination.

**3.3** In the event this Agreement is terminated or not renewed by the Client: (a) the access and use of Epicenter by the Client and its authorized charter public schools will cease, and (b) the Institute will have no further obligation to provide Services to the Client or its authorized charter public schools. To the extent the Client requests the Institute to continue providing any Services after the discontinuation of this Agreement, all of the terms and conditions in this Agreement, including the Client's obligation to pay all compensation associated with such Services, will continue to apply.

### 4. Compensation and Terms of Payment:

**4.1** The Client agrees to pay the Institute for the Services detailed in this Agreement the annual per school cost for its schools, in accordance with the pricing section 4.3. If services begin in the middle of the school year the fee will be prorated by month.

**4.2** When this agreement includes Scorecard(s) or Application Feature, the Project Lead or equivalent will be asked to sign an agreed upon setup plan. Any variations to the Scorecard(s) by the Client after the review stages and sign offs is complete may result in additional costs and/or delayed timelines. There are no other costs associated with this Agreement for Epicenter hosting services.

**4.3** If the Client wishes to renew this Agreement for subsequent years as detailed in section 3.2, the annual cost for each subsequent year will be determined according to the following pricing schedule.

|   |   |
|---|---|
| Epicenter Annual Investment                             | \$5,000 initial school<br>\$2,500 per additional school |
| Customized Academic Scorecard Initial Set-Up Investment | \$5,075   |

|  |  |
|--|--|
| Academic Scorecard Use Annual Investment | \$200 per scorecard per school           |
| Board Network Annual Investment          | \$1,500 per board, up to 10 participants |

- 4.4** For each subsequent year the Client renews this Agreement, the Institute will invoice the Client on July pt for the annual cost according to the pricing schedule detailed in section 4.3.

**5. Data Ownership:**

- 5.1** The Institute acknowledges that the data and documents generated and stored in Epicenter under this Agreement are owned by the Client. Upon termination of this Agreement and upon request from the Client, the Institute will provide electronic copies of all data and documents in the removable media form provided by the Client.

**6. The Family Educational Rights and Privacy Act:**

- 6.1** The Institute shall maintain student information in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). If applicable, the Client agrees to comply with all FERPA requirements prior to providing the Institute with any student education records.

**7. Confidentiality and Non-Disclosure:**

- 7.1** The Institute understands that while providing the Services identified in this Agreement, the Institute may have access to confidential and/or proprietary information of the Client. The Institute agrees to maintain the confidentiality and privacy of this information and further agrees not to use any of this information for any reason other than the performance of the Services outlined in this Agreement or for educational research authorized by the Client.
- 7.2** The Institute agrees that all confidential information will remain in a secure location under the control of the Institute at all times. Once the legitimate needs for the Institute's access to this information has ended, the Institute agrees to promptly remove and destroy all confidential and/or proprietary information in its possession and return control of this information to the Client.

**8. Proprietary Rights:**

The Institute's Proprietary Materials involve valuable Proprietary Rights of the Institute. Other than the access and use of Epicenter identified in this Agreement, no right, title or interest in or to any of the Institute's Proprietary Materials or Proprietary Rights is transferred to the Client under this Agreement. Without limiting the generality of the foregoing, the Institute owns all rights, title and interest in all Institute Proprietary Materials and all Proprietary Rights therein.



## 9. Indemnification:

**9.1** The Institute will indemnify, defend and hold harmless the Client and the Client's directors, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any claim by any third party that Epicenter infringes any proprietary rights (provided that with respect to patents, only U.S. patents are covered under this indemnification) of such third party. The Institute will have no obligation under the preceding sentence to the extent (a) Epicenter has been modified by anyone other than the Institute, or (b) Epicenter is used in combination with any other products or services and, but for use in such combination, it would not otherwise infringe.

**9.2** The Client will indemnify, defend and hold harmless the Institute and the Institute's directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with (a) any breach by the Client of any provision of this Agreement, (b) any breach or alleged breach by the Client of any agreement or contract or alleged agreement or contract between the Client and any third party, (c) the Client's use of Epicenter, or (d) use of Epicenter by any third party.

## 10. Entire Agreement:

This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Institute and the Client with regard to the subject matter hereof. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the parties to be bound.

The parties have caused this Agreement to be executed as of the day and year first written above.

### NATIONAL CHARTER SCHOOLS INSTITUTE



SIGNATURE

Jackie Mullikin

BY: \_\_\_\_\_

Jacklyn Mullikin, VP of Finance & Administration

Date: \_\_\_\_\_

### AIMS K12 College Prep Charter District



SIGNATURE

Maya Woods-Cadiz

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Maya J. Woods-Cadiz, Superintendent

# Coversheet

## AIMS Board of Directors Working Session

|                          |  |
|--------------------------|--|
| <b>Section:</b>          | IV. Consideration and Discussion of CAP    |
| <b>Item:</b>             | A. AIMS Board of Directors Working Session |
| <b>Purpose:</b>          | Vote                                       |
| <b>Submitted by:</b>     |  |
| <b>Related Material:</b> | DraftIntroResponse.pdf                     |



Draft

RE: AIMS Response to Substantial Governance Factors and Serving All Students Who Wish to Attend

American Indian Model Schools (“AIMS”) is in receipt of a Report and Notice Regarding American Indian Public Charter School II Pursuant to Education Code Section 47607(e) (“Notice”) from Oakland Unified School District (“OUSD” or the “District”), dated September 27, 2023. The Notice purports to be a notice of substantial governance factors and not serving all students who wish to attend American Indian Public Charter School II (“AIPCS II” or the “Charter School”), consistent with Education Code Section<sup>1</sup> 47607(d). AIMS writes in response<sup>2</sup> to the Notice, specifically to provide its corrective action plan (“CAP”) by the District-mandated deadline.

The AIMS CAP is a thorough, meticulous, and comprehensive response to the allegations in OUSD’s Notice. AIMS is a learning organization, one that operates transparently, and we welcome the opportunity to improve practices before seeking renewal of the AIPCS II charter during the next fiscal year. We are proud to have gathered an accomplished CAP team, which is committed to working in partnership with the AIMS Board to resolve any remaining concerns.

AIPCS II is a High-Performing Charter School

Prior to the COVID-19 pandemic, AIPCS II, was designated as “high-performing” by the California Department of Education, relative to its charter renewal tier. AIPCS II earned this distinction because its historically underperforming student subgroups outperformed the same subgroups at the state level. AIMS has a remarkable track record of success, which spans over 27 years, during which we continue to secure admission for 100% of seniors into college, including all students with individualized education programs (“IEP”).

Upon return to full-time instruction after the pandemic, AIPCS II focused on the success and support of students, while maintaining financial stability. The Charter School achieved strong academic standing, garnering prestigious accolades such as the California Pivotal Practice Award (2022), California Honor School standing (2021) a Distinguished School Award (2023), and was designated a Gap Buster School with an annual academic growth of 97 days in Reading and 124 days in Math above the norm (2023) . These awards and successes alone demonstrate our capacity as a strong and sustainable organization.. Our commitment to serving students has always been paramount and, as a matter of law, remains untarnished. The CAP documents steps AIMS has taken and will take in response to the alleged violations in the District’s Notice.

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<sup>1</sup> All statutory citations herein are to the Education Code, unless otherwise indicated.

[Heading]

It is essential to clarify that OUSD's Office of Charter Schools ("OCS") issued the Notice, alleging that AIPCS II committed violations, with no mention of our lengthy, proven track record and capabilities. This characterization is a misuse of the term, as OUSD's concerns primarily revolve around administrative and procedural matters, rather than substantive violations that would compromise the well-being of our students or the integrity of our educational programs. OCS's primary focus should be on assisting us in addressing these administrative challenges and fostering a supportive partnership, which is critical to our shared goal of providing the best education for all Oakland students. We must also emphasize that OUSD's failure to fulfill its legal duty to designate at least one staff member as a contact person for the Charter School, as mandated by Section 47604.32, means that OUSD cannot be covered by the protections outlined in California Education Code Section 47604(d).

OCS's relentless pursuit of AIMS has created a culture of fear. It is essential that AIMS does not feel apprehensive about seeking support and raising concerns, as open communication and collaboration are critical for the betterment of our educational community. OCS's punitive, combative approach, however, makes that a certainty. We must ensure there is no retaliation or harassment from OCS and OUSD for raising concerns or asking for help. It is our shared responsibility to ensure that Oakland students receive the quality education they deserve, and this can only be achieved through a supportive and collaborative relationship between AIMS and OCS.

In spite of the challenges we have faced, AIMS remains unwavering in our commitment to resolving the issues raised in the Notice, in good faith. Regardless of the difficulties of the past, our primary goal is to ensure that our students receive the best education possible, enabling them to achieve better lives for themselves and their families.

We sincerely hope that in addressing the Notice, neither AIMS nor its employees, students or families will be subjected to unwarranted mistreatment or reprisals from the District. Such actions could not only harm AIMS but also hinder our ability to fulfill our mission of providing quality education and opportunities to our students. AIMS is committed to working collaboratively with OUSD and other stakeholders to ensure that our educational community remains a supportive and conducive environment for all, free from any unjust mistreatment or harmful repercussions. It is essential that we all share this commitment to the well-being of our students and the success of our educational mission.

### **Allegations of Not Serving All Students Who Wish to Attend are Untimely and Are Not Legally Cognizable**

The District's Notice alleges that AIMS and AIPCS II are not serving all students who wish to attend, as that phrase is used in Section 47607(e). However, such allegations cannot be made until after the conclusion of the year immediately preceding the final year of the charter school's term. (Section 47607(d).) That would mean the allegations cannot lawfully be raised until July 1, 2024, at the soonest. To lawfully nonrenew a charter under Section 47607(e) for not

serving all students who wish to attend, a chartering authority must first undergo the procedures set forth in Section 47607(d). Those procedures, again, cannot legally begin until after the penultimate year of a charter school's term. OUSD was approximately one year too early in bringing these allegations.

AIMS has addressed each allegation of not serving all students who wish to attend, in its CAP. For the avoidance of doubt, AIMS did this in order to be voluntarily responsive to the District, and not because it is legally required to. Indeed, AIMS is not legally required to respond because the allegations are untimely and do not follow legal procedures. OUSD did not follow the steps in Section 47607(d), and so cannot nonrenew AIPCS II's charter under Section 47606(e) upon an allegation of not serving all students who wish to attend.

### **Description and Purpose of AIMS CAP Advisory and Monitoring Committee**

AIMS has taken a proactive and transparent approach to responding to the CAP, by assembling a dedicated committee of highly qualified individuals who not only possess expertise in their respective fields but also maintain a solid connection to both AIMS and the broader OUSD community. The primary purpose of this committee is to foster open and genuine feedback, while actively monitoring AIMS' progress, addressing OUSD's concerns, and facilitating corrective actions as necessary. This commitment to oversight, transparency, and stakeholder engagement underscores AIMS' dedication to creating an inclusive, compliant, and thriving educational environment that benefits the entire Oakland community, ultimately reinforcing trust and accountability in the educational processes and outcomes of AIMS charter schools.