



AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



Professional Services Agreement

This Professional Services Agreement stipulates that the AIMS College Preparatory High School (AIMS) shall contract **BATTLE TESTED KIDS, INC. (CONSULTANT)** to provide professional services under the following terms and conditions:

Term: 2022-2023 Academic School Year

Scope of Work: CONSULTANT shall provide (AIMS) PE staff and College Planning teachers 80 hours of in class Student Behavior Management Training sessions, and/ or College Planning Training sessions for teachers managing the student athlete. (1.5 hours per session on Tuesdays, and/or Thursdays between the hours of 8:30am-2:15pm). CONSULTANT's deliverables are to:

1. Observe and Evaluate current PE and College Training programs.
2. Teach staff how to manage large student populations and challenging student behaviors effectively. Also, teach College Planning staff how to better service the college student athlete with added responsibilities. Successful management of large populations and challenging students will also aid in improving teacher attitudes, stress management, creating increased confidence in the classroom and the overall retainment of teachers.
3. Plan and implement behavior management strategies which will be modeled on Tuesdays and/ or Thursdays.
4. Supervise students during program sessions to ensure program implementation is happening as planned. (Consultants will provide 1-2 staff members to ensure proper execution.)
5. PE One on One staff development training: addressing specific problems with difficult students or in class problems that may arise.
6. College Planning One on One staff development training addressing specific problems with college planning for the student athlete.

Payment: For services rendered, AIMS shall pay CONSULTANT an amount not to exceed \$7,800, based on a rate of \$97.50 per billable hour. CONSULTANT shall submit monthly invoices or end of term invoice via electronic mail to Maurice Williams, AIMS Head of School maurice.williams@aimsk12.org on the 1st day of every month during the term or at the end of the term.

- Conditions:**
1. CONSULTANT hereby agrees to submit her/his verification of tuberculosis clearance and fingerprinting by the California Department of Justice and Federal Bureau of Investigation for a criminal records check pursuant to California Education Code.
 2. CONSULTANT hereby agrees to complete the AIMS Consultant Registration Form and submit a signed W-9 form.
 3. Any Modifications to this Agreement shall be established in writing signed by both parties.
 4. Either party may terminate this Professional Services Agreement without cause upon (30) days written notice to the other party.

The following principals hereby agree to the terms and conditions of this Professional Services Agreement, stated above:


Nita Simpson, Battle Test Kids, Inc.

11 | 16 | 22
Date

AIMS ADMINISTRATOR

 / /
Date

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS
AIMS K-12 COLLEGE PREP**

Vendor Guide to Purchasing Policies and Procedures

Aims K-12 College Prep
171 12th Street
Oakland, CA 94607
<http://www.AIMSK12.org>

VENDOR GUIDE WITH REQUIRED TERMS AND CONDITIONS

Introduction

The purpose of this guide is to explain how a vendor may contract with the AIMS K-12 College Prep and its affiliated schools: AIMS Middle College Prep; American Indian Public Charter II and AIMS K-12 High.

Purchasing Policy

The District contracts with vendors for the purchase of goods via purchase orders which must be properly numbered, authorized and signed by the District's Facility/Purchasing Department. This is the only document by which the District contracts with vendors for the purchase of goods. The Facility/Purchasing Department is the only entity authorized to sign and issue purchase orders. The purchase order is the District's contract with the vendor. Therefore, any change to the purchase order must be in writing and authorized by the Superintendent.

PLEASE NOTE: ALL PURCHASE ORDERS MUST BE ACCOMPANIED BY AN EXECUTED COPY OF THE TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT 1.

Vendor Contacts

The District urges vendors to deal directly with the District Leadership on all purchasing related matters, including sales calls, sales presentations, promotions, catalog distributions, returns, exchanges and substitutions. Vendors may not make sales calls directly at school sites. The District must adhere to bidding and competitive selection procedures. Vendors must first contact the Director of Health and School support and the Superintendent of Schools direction prior to making any sales presentations.

Basis for Award

The District seeks to develop maximum competition for all purchases and to award contracts based on the lowest cost to the District by a responsible vendor presenting the most advantageous proposal to the District.

Formal bidding procedures are required for the purchase of materials and/or services exceeding amounts specified by law. Bid limits are subject to change on a yearly basis.

Informal quotes, bids or proposals for goods and/or services may be requested and received in writing by mail, e-mail and facsimile. Informal bids apply to purchases below the formal bid limits required by law.

Gifts and Gratuities

The District maintains a strict policy prohibiting the acceptance by its employees of gifts and/or gratuities from any vendor or potential vendor. However, this policy does not preclude employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office supplies which are offered free to all as part of a public relations program.

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS**

EXHIBIT 1

TERMS AND CONDITIONS

DEFINITIONS

- AIMS K-12 College Prep shall be hereinafter referred to as the "District" and the vendor/supplier shall be hereinafter referred to as "Vendor."
- The purchase order approved by the District's Governing Board and issued by an authorized representative of the District's Purchasing Department and these Terms and Conditions are hereinafter referred to as the "Agreement."

HOLD HARMLESS AND INDEMNIFICATION LANGUAGE

- Vendor agrees to indemnify and hold harmless District, its officers, agents, employees and volunteers from any and all loss, costs and expense including legal fees, or other obligations or claims, arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability and damage to property, or any other loss, damage, injury or other claim of any kind or nature, arising out of the activities, omissions to act or negligence of Vendor and/or Vendor's officers, agents, independent contractors, subcontractors or affiliated entities and/or their employees, agents and representatives, whether such activities, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not.
- Vendor further agrees to pay or cause to be paid for any and all damage, or loss or theft to the property of the District arising out of the performance of services, omissions to act, or negligence of Vendor. District assumes no responsibility whatsoever for any property placed on the District premises. Vendor agrees to waive all rights of subrogation against District. Notwithstanding the foregoing, Vendor shall not be responsible for indemnification for claims or losses caused solely by the negligence of the District.

INSURANCE

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

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS**

LIMITATION OF PAYMENTS

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

PAYMENT TERMS

- Net-30 days. = 30 DAY Turn around

INVOICES

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

VARIATION IN QUANTITY

- No variation in the quantity of any item called for by this Agreement shall be accepted, unless agreed to and specified elsewhere in this Agreement.

DISCOUNTS

- In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the District's Accounts Payable office, and/or on the date that final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

SHIPPING

- Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Vendor shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means), and bill the District for the actual handling/delivery charges paid. Invoice containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.

INSPECTION AND ACCEPTANCE

- Inspection and acceptance will be at destination, unless otherwise provided. Regardless of the F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Vendor from an obligation hereunder.

VENDOR GUIDE WITH REQUIRED TERMS AND CONDITIONS

PACKAGING

- All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The District is not liable for extra charges for packing or cartage unless specified elsewhere in this Agreement. Vendor shall mark the purchase order number on each container.

CAL-OSHA

- The Vendor certifies, by shipment, that all equipment furnished under this Agreement meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.

WARRANTY

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

EXCUSABLE DELAYS

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

INDEPENDENT CONTRACTOR

- While providing the supplies or services ordered herein, the Vendor shall be and act as an independent contractor. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

DEFAULT BY VENDOR

- Failure to comply with any of the terms and/or conditions of this Agreement shall constitute default by the Vendor.

TERMINATION BY DISTRICT

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

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS**

SIGNATURE AUTHORITY

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

IN WITNESS WHEREOF, the Vendor hereto has executed this Agreement on the date indicated below.

Vendor: Battle Tested Kids, Inc

Date: 11/15/22

Signature: 

Print Name: Nita Rozelle Simpson

Title: Director

Information regarding Vendor:

Tax ID #: 83-3276506
License No.: 83-3276506

Address: 1714 Franklin Street #100-123
Oakland, CA 94612

Telephone: 510.213.4421 cell 510.239.3706

Facsimile: _____

E-Mail: nsimpson@btkids.org

Type of Business Entity:

<input checked="" type="checkbox"/>	Corporation, State: <u>CA</u>	
<input type="checkbox"/>	Individual	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/>	Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/> Other: _____

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

**EDUCATOR EFFECTIVENESS BLOCK GRANT 2022
EXPENDITURE PLAN TEMPLATE**

LEA Name:	Contact Name:	Email Address:	Phone Number:
AIMS College Prep High School	Maurice Williams	maurice.williams@aimsk12.org	510-893-8701

Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$70,034	11/30/2021 6/23/2022 (Revision) 9/12/2022	12/21/2021 6/28/2022

[EC 41480](#)

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

- (1) **Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
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Harvard School of Business: Leading School Strategy & Innovation; Leading People; and Leading Learning for 10 staff.	\$2990.00	\$3990.00	\$4990.00	\$11,970
Navigator School Partner Network for Leadership Team and Teachers	\$ 8500.00	\$	\$	\$8,500.00
Navigator School Partner Network for Leadership Team and Teachers	\$	\$20000	\$	\$20,000
Academic Coaching / Consulting	\$	\$20000	\$15,354.66	\$35,354.66
Subtotal for this section	\$11,490	\$23,990	\$20,344.66	\$52,824.66

(2) 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.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Midwest Clinic Training Trip for Music Teacher		\$ 2500		\$2500
AP College Board Teacher Trainings		\$ 3000	\$3000	\$3000.00
Pre-Referral Intervention Manual-Fourth Edition: 30 copies	\$3360	\$	\$	\$3360
Subtotal for this section	\$3360	\$5500	\$3000	\$11860

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Teach Like a Champion Field Guide 2.0: A Practical Resource to Make the 62 Techniques Your Own: 30 copies	\$1200			\$1200
Teach Like a Champion 3.0: 63 Techniques that Put Students on the Path to College: 30 copies	\$900			\$900

Subtotal for this section	\$2100	\$	\$	\$2100
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- (4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Subtotal for this section				

- (5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite’s culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Subtotal for this section				

- (6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Subtotal for this section	\$	\$	\$	\$

- (7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
<Enter planned activity here>	\$	\$	\$	\$
<Add table rows as necessary>				
Subtotal for this section	\$	\$	\$	\$

- (8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
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<Enter planned activity here>	\$	\$	\$	\$
<Add table rows as necessary>				
Subtotal for this section	\$	\$	\$	\$

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
<Add table rows as necessary>				
Subtotal for this section	\$	\$	\$	\$

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
<Add table rows as necessary>				
Subtotal for this section	\$	\$	\$	\$

SUMMARY OF EXPENDITURES

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Total Budgeted per Activity
Subtotal Section (1)	\$11,490	\$23,990	\$20,344.66	\$55,824.66
Subtotal Section (2)	\$3360	\$5500	\$3000	\$11860
Subtotal Section (3)	\$2100			\$2,100
Subtotal Section (4)				
Subtotal Section (5)				
Subtotal Section (6)				
Subtotal Section (7)				
Subtotal Section (8)				
Subtotal Section (9)				
Subtotal Section (10)				
Totals by year	\$ 23344.66	\$23,990	\$23344.66	\$66784.66

Total planned expenditures by the LEA:
\$70033.98

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
 - Teachers;
 - Administrators;
 - Paraprofessional educators;
 - Classified staff.