



AIMS K-12 College Prep Charter District

2018-8-21 Regular Board Meeting

Date and Time

Tuesday August 21, 2018 at 6:30 PM PDT

Location

171 12th St. Oakland CA, 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
- Board President, Mr. Steven Leung			
B. Record Attendance and Guests	Vote		2 m
- Roll Call for the directors of the board, and opportunity for introduction of any guest presenters			

	Purpose	Presenter	Time
C. Adoption of Agenda	Vote		2 m
<ul style="list-style-type: none"> - Board President, Mr. Steven Leung 			
D. Public Comment on Non-Agenda Items			10 m
<p>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. <u>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).</u></p>			
E. Public Comment on Agenda Items			10 m
<p>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. <u>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).</u></p>			
II. Non-Action Items			6:55 PM
A. President's Report	FYI		5 m
<ul style="list-style-type: none"> - Board President, Mr. Steven Leung 			
B. Superintendent's Report	FYI		5 m
<ul style="list-style-type: none"> - Superintendent Woods-Cadiz 			
C. AIMS K-12 Report	FYI		5 m
<ul style="list-style-type: none"> - Head of Schools AIPHS, Mr. Tareyton Russ - Head of Academics AIPHS, Mr. Peter Holmquist - Head of Middle School, Mr. Maurice Williams - Head of Intermediate, Mr. Christopher Ahmad - Head of Primary, Ms. Erin Oh 			

	Purpose	Presenter	Time
D. Human Resources Report	FYI		5 m
<ul style="list-style-type: none"> - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales 			
E. Operations Report	FYI		5 m
<ul style="list-style-type: none"> - Data, Accountability, and Operations Director, Ms. Marisol Magana - Data, Accountability, and Operations Manager, Ms. Tiffany Tung 			
F. ELD Coordinator Report	FYI		5 m
<ul style="list-style-type: none"> - ELD Coordinator, Ms. Vannee Chand 			
III. Action Items			7:25 PM
A. Consent Calendar	Vote		5 m
<ol style="list-style-type: none"> 1. Personnel Report <ul style="list-style-type: none"> - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales 2. Approval Board Meeting Minutes for 6/19/2018 & 8/4/2018 <ul style="list-style-type: none"> - Secretary to the Board of Directors, Ms. Nesha Patel 3. Approval of Acellus Learning Contract and Proposed Network Upgrades <ul style="list-style-type: none"> - Head of Academics AIPHS, Mr. Peter Holmquist 4. Approval of Purchase of Foss Science Kits for AIPCS II <ul style="list-style-type: none"> - Head of Middle School, Mr. Maurice Williams 5. Approval of SCOE Teacher Induction MOU <ul style="list-style-type: none"> - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales 6. Approval of LunchMasters Contract <ul style="list-style-type: none"> - Data, Accountability, and Operations Manager, Ms. Tiffany Tung 7. Approval of Paramount Elevator Contract <ul style="list-style-type: none"> - Data, Accountability, and Operations Director, Ms. Marisol Magana 			
B. Discussion and Possible Action Regarding	Vote		5 m
Approval to Purchase Additional Cengage Textbooks for AIPHS by Reallocating Funds <ul style="list-style-type: none"> - Head of Schools AIPHS, Mr. Tareyton Russ - Head of Academics AIPHS, Mr. Peter Holmquist 			
C. Discussion and Possible Action Regarding	Vote		5 m

	Purpose	Presenter	Time
Approval of Remaining 2018-2019 Employee Contracts			
		- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales	
D.	Discussion and Possible Action Regarding	Vote	5 m
Approval of AIMS Un-Audited Actuals			
		- CSMC School Business Manager, Ms. Adrienne Barnes	
E.	Discussion and Possible Action Regarding	Vote	5 m
Making AIMS Board Legal Committee an Ad Hoc Committee Instead of a Standing Committee			
		- Board Secretary & Legal Committee Chair, Ms. Toni Cook	
F.	Discussion and Possible Action Regarding	Vote	5 m
Approving AIMS Long-Term and Short-Term Goals Developed at the Board Retreat			
		- Board President, Mr. Steven Leung	
G.	Discussion and Possible Action Regarding	Vote	5 m
Approval to Create an Ad Hoc Funds Development Committee			
		- Board President, Mr. Steven Leung	
H.	Discussion and Possible Action Regarding	Vote	5 m
Approval of AIMS 2018-2019 Board Calendar			
		- Board Secretary, Ms. Toni Cook	
IV.	Closed Session		8:05 PM
A.	Public Comment on Closed Session Items	FYI	10 m
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B.	Recess to Closed Session	Discuss	45 m

	Purpose	Presenter	Time
1. Public Employee Discipline/Dismissal/Release (Gov. Code Section 54957)			
2. Public Employee Appointment - Finance Manager (Gov. Code Section 54957)			
C. Reconvene from Closed Session	Vote		2 m
Roll Call			
D. Report from Closed Session	FYI		3 m
- Board President, Mr. Steven Leung			
V. Closing Items			9:05 PM
A. Items for Next Agenda	Discuss		5 m
-			
-			
-			
-			
B. Adjourn Meeting	FYI		

Coversheet

Adoption of Agenda

Section: I. Opening Items
Item: C. Adoption of Agenda
Purpose: Vote
Submitted by:
Related Material: 2018-8-21 Board Meeting Agenda.pdf

American Indian Model Schools

BOARD MEETING AGENDA

Tuesday, August 21st, 2018 @ 6:30 pm

171 12th Street

Oakland, CA 94607

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA



IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

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V. PUBLIC COMMENT ON AGENDA ITEMS

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VI. NON-ACTION ITEMS

1. President's Report

- Board President, Mr. Steven Leung

2. Superintendent's Report

- Superintendent Woods-Cadiz

3. AIMS k-12 Report

- Head of Schools AIPHS, Mr. Tareyton Russ
- Head of Academics AIPHS, Mr. Peter Holmquist
- Head of Middle School, Mr. Maurice Williams
- Head of Intermediate, Mr. Christopher Ahmad
- Head of Primary, Ms. Erin Oh

4. Human Resources Report

- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

5. Operations Report

- Data, Accountability, and Operations Director, Ms. Marisol Magana
- Data, Accountability, and Operations Manager, Ms. Tiffany Tung

6. ELD Coordinator Report

- ELD Coordinator, Ms. Vannee Chand

VII. ACTION ITEMS

1. **Consent Calendar**
 - i. **Personnel Report**
 - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales
 - ii. **Approval Board Meeting Minutes for 6/19/2018 & 8/4/2018**
 - Secretary to the Board of Directors, Ms. Nesha Patel
 - iii. **Approval of Acellus Learning Contract and Proposed Network Upgrades**
 - Head of Academics AIPHS, Mr. Peter Holmquist
 - iv. **Approval of Purchase of Foss Science Kits for AIPCS II**
 - Head of Middle School, Mr. Maurice Williams
 - v. **Approval of SCOE Teacher Induction MOU**
 - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales
 - vi. **Approval of LunchMasters Contract**
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung
 - vii. **Approval of Paramount Elevator Contract**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
2. Discussion and Possible Action Regarding **Approval to Purchase Addition Cengage Textbooks for AIPHS by Reallocating Funds**
 - Head of Schools AIPHS, Mr. Tareyton Russ
 - Head of Academics AIPHS, Mr. Peter Holmquist
3. Discussion and Possible Action Regarding **Approval of Remaining 2018/2019 Employee Contracts**
 - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales
4. Discussion and Possible Action Regarding **Approval of AIMS Un-Audited Actuals**
 - CSMC School Business Manager, Ms. Adrienne Barnes
5. Discussion and Possible Action Regarding **Making AIMS Board Legal Committee an Ad Hoc Committee Instead of a Standing Committee**
 - Board Secretary & Legal Committee Chair, Ms. Toni Cook
6. Discussion and Possible Action Regarding **Approving AIMS Board Long-Term and Short-Term Goals Developed at Board Retreat**
 - Board President, Mr. Steven Leung
7. Discussion and Possible Action Regarding **Approval to Create an Ad Hoc Funds Development Committee**
 - Board President, Mr. Steven Leung
8. Discussion and Possible Action Regarding **Approval of AIMS 2018-2019 Board Calendar**
 - Board Secretary, Ms. Toni Cook

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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. **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).**

IX. RECESS TO CLOSED SESSION

1. Public Employee Discipline/Dismissal/Release (Gov. Code Section 54957)
2. Public Employee Appointment – Finance Manager (Gov. Code Section 54957)

X. RECONVENE FROM CLOSED SESSION

XI. ROLL CALL

XI. REPORT FROM CLOSED SESSION

XII. ITEMS FOR NEXT AGENDA

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-
-
-
-
-
-
-
-

XIII. ADJOURNMENT

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on September 18th, 2018 at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ PM Certification of Posting

Coversheet

Public Comment on Non-Agenda Items

Section: I. Opening Items
Item: D. Public Comment on Non-Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public_Comment_Speaker_Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Public Comment on Agenda Items

Section: I. Opening Items
Item: E. Public Comment on Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public_Comment_Speaker_Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Consent Calendar

Section: III. Action Items
Item: A. Consent Calendar
Purpose: Vote

Submitted by:

Related Material:

1. August 2018 Personnel Report.pdf
1. August 2018 Personnel Report.xlsx
2. 2018-8-4 Board Retreat Minutes DRAFT - Clean.pdf
2. 2018-8-4 Board Retreat Minutes DRAFT - Clean.docx
2. 2018-6-19 Board Meeting Minutes DRAFT 1.0.docx
2. 2018-6-19 Board Meeting Minutes DRAFT 1.0.pdf
3. Acellus Learning System Contract.pdf
3. 2018 internet upgrade & LCAP.pdf
4. CA-American Indian Public Charter School II Middle School kits 8-10-18.pdf
6. AIMS & LM Contract - LM Signed.pdf
7. 171 12th Street OG contract 7-13-18 (1).pdf
5. SCOE MOU Online Packet.pdf

Personnel Report AIPCS,AIPCSII,AIPHS August 2018

Name		AIPCS I, II, or HS	Position	Hire/ Termination Date	Employ, Resign, Or Terminate
Kemp	Ronald	HS	Dean	8/2/2018	Employ
Perez	Jenni	AIPCS I	Teacher	8/2/2018	Employ
Draper	Matthew	AIPCS II	Teacher	8/1/2018	Employ
Gardner	Myja	AIPCS II	Teacher	8/1/2018	Employ
Jacques	Jamelle	AIPCS II	Teacher	8/1/2018	Employ
Ko	Jennifer	AIPCS II	Teacher	8/1/2018	Employ
McDonough	Sarah	AIPCS II	Teacher	8/1/2018	Employ
Ortiz	Yeimy	AIPCS II	Teacher	8/1/2018	Employ
Ross	Latasha	AIPCS II	Teacher	8/1/2018	Employ
Santello	Elaine	AIPCS II	Teacher	8/1/2018	Employ
Stoll	Erin	AIPCS II	Teacher	8/1/2018	Employ
Turner	Colleen	AIPCS II	Teacher	8/1/2018	Employ
Vang	Axia	AIPCS II	Teacher	8/1/2018	Employ
Worley	Jermaine	AIPCS II	Teacher	8/1/2018	Employ
Ye	Bei	AIPCS II	Teacher	8/1/2018	Employ
Lawlor	Mariellyn	AIPHS	Teacher	8/1/2018	Employ
Xu	Yihui	AIPHS	Teacher	8/1/2018	Re-hire
Pittman	Andrea	AIPHS	Educational Coordinator (Sped)	8/1/2018	Employ
Chu	Ching	AIPCS II	Instructional Aide II	8/1/2018	Employ
Kahn	Rachael	AIPCS II	Instructional Aide II	8/1/2018	Employ
Short	Mia	AIPCS II	Instructional Aide II, Teacher	7/31/2018	Employ
Chung	Joyce	AIPCS II	Tutor	7/9/2018	Employ
Ngo	Neomi	AIPCS II	Tutor	7/9/2018	Employ
Huynh	Wilson	AIPCS II	Clerk III	8/7/2018	Employ
Tekesa	Alem	AIPCS II	Clerk	8/1/2018	Employ
Wang	Benjamin	Central	Clerk	6/21/2018	Employ
Manson	Marissa	AIPCS II	Clerk II	7/23/2018	Employ
Maravilla	Dalia	AIPCS II	Clerk II	7/23/2018	Employ
Palacios	Evelin	AIPCS II	Clerk III	7/19/2018	Employ
Snipe	Nia	AIPCS II	Clerk III	7/17/2018	Employ
Uribe	Denise	AIPCS II	Administrative Assistant	7/9/2018	Employ
Blondeau	Janet	AIPCS II	Teacher	8/1/2018	Employ
Case	Kristina	AIPCS II	Teacher	8/1/2018	Employ
Ahmad	Julienne	Central	Administrative Assistant	7/1/2018	Employ
Contreras	Mayra	Central	Administrative Assistant	7/1/2018	Employ
Rodriguez	Carlos	Central	Administrative Assistant	7/1/2018	Employ
Radmanovic	Nemanja	AIPCS II	Clerk II	7/1/2018	Employ
Hall	Carla	AIPHS	Teacher	6/13/2018	Resign
Garnica	Luis	AIPHS	Teacher	7/10/2018	Resign
Peralta	Joshua	AIPHS	Teacher	6/14/2018	Resign
Mayfield	Robert	Central	Human Resources Director	7/13/2018	Resign
Schickman	Susan	Central	Chief Business Officer	6/30/2018	Resign
Hollie	Sharroky	AIPHS	Instructional Aide II	8/7/2018	Resign
Schobert	Fred	AIPCS II	Instructional Aide III	7/18/2018	Resign
Liu	Wen	Central	Clerk III	7/31/2018	Resign
Snipe	Nia	AIPCS II	Clerk III	7/26/2018	Resign

Personnel Report AIPCS,AIPCSII,AIPHS August 2018

Name		AIPCS I, II, or HS	Position	Hire/ Termination Date	Employ, Resign, Or Terminate
Woods-Cadiz	Maya	Central	Superintendent	7/1/2018	Employ
Ahmad	Christopher	AIPCS II	Head of Division	7/1/2018	Employ
Holmquist	Peter	HS	Head of Division	7/1/2018	Employ
Oh	Erin	AIPCS II	Head of Division	7/1/2018	Employ
Williams	Maurice	AIPCS II	Head of Division	7/1/2018	Employ
Russ	Tareyton	HS	Head of School	7/1/2018	Employ
Baker	Christopher	AIPCS II	Teacher	7/1/2018	Employ
Barany	Ezra	HS	Teacher	7/1/2018	Employ
Bella	Nicole	HS	Teacher	7/1/2018	Employ
Berning	Robert	HS	Teacher	7/1/2018	Employ
Bevans	Guiying	I, II	Teacher	7/1/2018	Employ
Cabrera	Brian	AIPCS II	Teacher	7/1/2018	Employ
Choi	Cassandra	AIPCS II	Teacher	7/1/2018	Employ
Coenen	Teressa	AIPCS II	Teacher	7/1/2018	Employ
Correia	Natasha	HS	Teacher	7/1/2018	Employ
Davis	Jard	HS	Teacher	7/1/2018	Employ
Dizon	Frederick	AIPCS II	Teacher	7/1/2018	Employ
Esola	Michael	AIPCS II	Teacher	7/1/2018	Employ
Gaston	Stephanie	AIPCS II	Teacher	7/1/2018	Employ
Gilman	Devyn	AIPCS II	Teacher	7/1/2018	Employ
Glass	Natalie	AIPCS II	Teacher	7/1/2018	Employ
Golden	Maryetta	AIPCS II	Teacher	7/1/2018	Employ
O'Hare	Rebecca	HS	Teacher	7/1/2018	Employ
Harrison	Ajuana	AIPCS II	Teacher	7/1/2018	Employ
Kamga	Serge	AIPCS II	Teacher	7/1/2018	Employ
Kinser	Jeong	AIPCS II	Teacher	7/1/2018	Employ
Landron	Stacey	AIPCS I	Teacher	7/1/2018	Employ
Marks	Daniel	HS	Teacher	7/1/2018	Employ
Moxon	Taylor	AIPCS II	Teacher	7/1/2018	Employ
Oden	Vanessa	AIPCS II	Teacher	7/1/2018	Employ
Oh	Joseph	AIPCS II	Teacher	7/1/2018	Employ
Olson	Erik	HS	Teacher	7/1/2018	Employ
Orozco	Alejandra	AIPCS II	Teacher	7/1/2018	Employ
Puga	Alyssa	AIPCS II	Teacher	7/1/2018	Employ
Rubino	Jesse	HS	Teacher	7/1/2018	Employ
Ruff	Daphne	HS	Teacher	7/1/2018	Employ
Saefong	Teresa	AIPCS II	Teacher	7/1/2018	Employ
Seiwald	Madeleine	AIPCS II	Teacher	7/1/2018	Employ
Sharpe	Charlton	AIPCS II	Teacher	7/1/2018	Employ
Solis	Alma	AIPCS I	Teacher	7/1/2018	Employ
Vasquez	Morning Star	AIPCS I	Teacher	7/1/2018	Employ
Weiss	Joshua	HS	Teacher	7/1/2018	Employ
Wu	Fenglin	AIPCS II	Teacher	7/1/2018	Employ
Yuan	Joyce	AIPCS II	Teacher	7/1/2018	Employ
Bach	Anna	HS	Administrative Assistant	7/1/2018	Employ
Clark	Chaniel	HS	Administrative Assistant	7/1/2018	Employ
Gambrell	Sean	HS	Administrative Assistant	7/1/2018	Employ
Lee	Alexander	Central	Administrative Assistant	7/1/2018	Employ
Nguyen	Nhi	HS	Administrative Assistant	7/1/2018	Employ
Choi	Peter	AIPCS II	Clerk I	7/1/2018	Employ
Ma	Kevin	AIPCS II	Clerk I	7/1/2018	Employ
Reyes	Francisco	AIPCS II	Clerk I	7/1/2018	Employ

Vega	Irene	AIPCS II	Clerk I	7/1/2018	Employ
Quach	Jimmy	Central	Fiscal Services Technician	7/1/2018	Employ
Atkins	Larry	Central	Coordinator, Business Services	7/1/2018	Employ
Castellano	Anthony	Central	Counselor	7/1/2018	Employ
Tung	Tiffany	Central	Data, Accountability, Operations Manager	7/1/2018	Employ
Magana	Marisol	Central	Data, Accountability, Operations Director	7/1/2018	Employ
Chand	Vannee	Central	Educational Coordinator, ELD	7/1/2018	Employ
Gordan	Matthew	Central	Educational Coordinator, College Bound Kids	7/1/2018	Employ
Moebius	Kim	Central	Executive Assistant	7/1/2018	Employ
Morales	Alma	Central	Human Resources Coordinator	7/1/2018	Employ
Saechao	Peter	Central	Human Resources Coordinator	7/1/2018	Employ
Bakheit	Zubida	HS	Instructional Aide III	7/1/2018	Employ
Ha	Melissa	Central	Instructional Aide III	7/1/2018	Employ
Lee	Eric	Central	Instructional Aide III	7/1/2018	Employ
Lo	Sharon	AIPCS II	Instructional Aide III	7/1/2018	Employ
Masalmeh	Mohammad	AIPCS II	Instructional Aide III	7/1/2018	Employ
Washington	Brielle	AIPCS II	Instructional Aide III	7/1/2018	Employ
Chau	Nhi	Central	Resource Specialist	7/1/2018	Employ
Clark	Sabrina	AIPCS II	Student Supervisor Aide	7/1/2018	Employ

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

1. August 2018 Personnel Report.xlsx

American Indian Model Schools

SPECIAL BOARD RETREAT AGENDA

Saturday August 4th, 2018 @ 9:00 am to 4:00 pm

171 12th Street, 3rd Floor

Oakland, CA 94607



I. CALL TO ORDER 9:18 am

II. ROLL CALL

President Leung	P
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2nd: Director Edington

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

IV. PUBLIC COMMENT ON AGENDA ITEMS

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V. NON-ACTION ITEMS

1. **BoardOnTrack Trainings for 2018-2019 & Long Term Board Goals, and Board Director Selection & Recruitment Process for Expanding the AIMS Board**
 - Ms. Melissa Danisch, BoardOnTrack

Break - 10:45 am - 11:00 am

VI. RECESS TO LUNCH BREAK – 11:45

VII. RECONVENE FROM LUNCH BREAK – 12:43 pm

VIII. ROLL CALL

President Leung	P
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

IX. NON-ACTION ITEMS CONTINUED

- 3. Discussion Regarding **AIMS Strategic Planning for future Facilities Needs & Engaging Services with Ziegler/ACD/InSite for the Purpose of Finding a Suitable School Site for AIMS Future Expansion**
 - Superintendent Woods-Cadiz

Placed before Non-Action Item 2 to meet scheduled conference call with guest presenters

- 2. Discussion Regarding **Development of the AIMS Board of Directors 2018-2019 Board Goals and Long-Term Board Goals**
 - Board President, Mr. Steven Leung
(Postponed until after Non-Action Item 3)

Short term: 90 days

- 1. **Procopio settlement**
- 2. **Establish governance committee**
- 3. **Dissolve legal committee to Ad Hoc**
- 4. **Visit other charter schools and private schools in wealthy areas**
- 5. **Use BoarOnTrack methodologies**

Long term : 1 year

- 1. **CMO development**
- 2. **Name Change from American Indian to AIMS K12**
- 3. **Expansion of board**
- 4. **Control AIMS Narrative – Tell Our story – Develop Presentations about AIMS**
- 5. **Board should go out and make the ask – fundraising, tours for students, access to job boards, etc.**
- 6. **Create development committee**
- 7. **Create Academic Committee**
- 8. **Update ByLaws**

More than 1 year:

- 1. **Replication of School model – tied to expansion of board goal and governance**
- 2. **Question – Does the board want to expand revenue base other than state funds?**
 - **If so, what form should it take?**

Goals for governance committee:

- **Creating board welcome packet for onboarding and training**
- **Develop Board Recruitment Plan**

- 4. Discussion Regarding **the AIMS Board Structure, and Potential Creation of a Separate CMO Under the Authority of the AIMS Board to Hold the Lease for the AIMS 12th Street Campus**
 - Board President, Mr. Steven Leung
- 5. Discussion Regarding **Board Director Responsibilities and Future Potential Changes to the AIMS ByLaws**
 - Board President, Mr. Steven Leung & Board Treasurer, Mr. Chris Edington

X. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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XI. RECESS TO CLOSED SESSION – no closed session

XII. RECONVENE FROM CLOSED SESSION n/a

XIII. ROLL CALL n/a

XI. REPORT FROM CLOSED SESSION n/a

XII. ITEMS FOR NEXT AGENDA

- Board Calendar
- Dissolve legal committee to ad hoc
- Approved board goals
-
-
-
-

XIII. ADJOURNMENT 3:32 pm

**Motion: Director Cook Moves to Adjourn
2nd: Director Edington**

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

NOTICES: The next regular meeting of the Board of Directors will be held on August 21st, 2018 at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____, hereby certify that I posted this agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ - Certification of Posting

American Indian Model Schools

SPECIAL BOARD RETREAT AGENDA

Saturday August 4th, 2018 @ 9:00 am to 4:00 pm

171 12th Street, 3rd Floor

Oakland, CA 94607



I. CALL TO ORDER 9:18 am

II. ROLL CALL

President Leung	P
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2nd: Director Edington

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

IV. PUBLIC COMMENT ON AGENDA ITEMS

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V. NON-ACTION ITEMS

1. **BoardOnTrack Trainings for 2018-2019 & Long Term Board Goals, and Board Director Selection & Recruitment Process for Expanding the AIMS Board**
 - Ms. Melissa Danisch, BoardOnTrack

Break - 10:45 am - 11:00 am

VI. RECESS TO LUNCH BREAK – 11:45

VII. RECONVENE FROM LUNCH BREAK – 12:43 pm

VIII. ROLL CALL

President Leung	P
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

IX. NON-ACTION ITEMS CONTINUED

- 3. Discussion Regarding **AIMS Strategic Planning for future Facilities Needs & Engaging Services with Ziegler/ACD/InSite for the Purpose of Finding a Suitable School Site for AIMS Future Expansion**
 - Superintendent Woods-Cadiz

Placed before Non-Action Item 2 to meet scheduled conference call with guest presenters

- 2. Discussion Regarding **Development of the AIMS Board of Directors 2018-2019 Board Goals and Long-Term Board Goals**
 - Board President, Mr. Steven Leung
(Postponed until after Non-Action Item 3)

Short term: 90 days

- 1. **Procopio settlement**
- 2. **Establish governance committee**
- 3. **Dissolve legal committee to Ad Hoc**
- 4. **Visit other charter schools and private schools in wealthy areas**
- 5. **Use BoarOnTrack methodologies**

Long term : 1 year

- 1. **CMO development**
- 2. **Name Change from American Indian to AIMS K12**
- 3. **Expansion of board**
- 4. **Control AIMS Narrative – Tell Our story – Develop Presentations about AIMS**
- 5. **Board should go out and make the ask – fundraising, tours for students, access to job boards, etc.**
- 6. **Create development committee**
- 7. **Create Academic Committee**
- 8. **Update ByLaws**

More than 1 year:

- 1. **Replication of School model – tied to expansion of board goal and governance**
- 2. **Question – Does the board want to expand revenue base other than state funds?**
 - **If so, what form should it take?**

Goals for governance committee:

- **Creating board welcome packet for onboarding and training**
- **Develop Board Recruitment Plan**

- 4. Discussion Regarding **the AIMS Board Structure, and Potential Creation of a Separate CMO Under the Authority of the AIMS Board to Hold the Lease for the AIMS 12th Street Campus**
 - Board President, Mr. Steven Leung
- 5. Discussion Regarding **Board Director Responsibilities and Future Potential Changes to the AIMS ByLaws**
 - Board President, Mr. Steven Leung & Board Treasurer, Mr. Chris Edington

X. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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XI. RECESS TO CLOSED SESSION – no closed session

XII. RECONVENE FROM CLOSED SESSION n/a

XIII. ROLL CALL n/a

XI. REPORT FROM CLOSED SESSION n/a

XII. ITEMS FOR NEXT AGENDA

- Board Calendar
- Dissolve legal committee to ad hoc
- Approved board goals
-
-
-
-

XIII. ADJOURNMENT 3:32 pm

**Motion: Director Cook Moves to Adjourn
2nd: Director Edington**

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

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I, _____, hereby certify that I posted this agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ - Certification of Posting

American Indian Model Schools

BOARD MEETING AGENDA

Tuesday, June 19th, 2018 @ 6:30 pm

171 12th Street
Oakland, CA 94607



I. CALL TO ORDER 6:36 pm

II. ROLL CALL

President Leung	
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2nd: Director Edington

President Leung	
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

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. **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).**

V. PUBLIC COMMENT ON AGENDA ITEMS

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VI. NON-ACTION ITEMS

- 1. Recognition of AIMS Alumni who Graduated in 2018**
 - Superintendent Woods-Cadiz
- 2. Recognition of CBO Susan Schickman's Service to AIMS**
 - Superintendent Woods-Cadiz
- 3. President's Report**
 - Board President, Mr. Steven Leung

6:54 pm - President Leung Arrives

- 4. Spring Board Retreat to be Held at 12th Street Site**
 - Board President, Mr. Steven Leung
- 5. Superintendent's Report**
 - Superintendent Woods-Cadiz
- 6. AIMS k-12 Report**
 - Head of School, Mr. Tareyton Russ, & Division Heads, Mr. Maurice Williams, Mr. Peter Holmquist, Mr. Christopher Ahmad, & Ms. Erin Oh
- 7. AVID Presentation**
 - Head of School, Mr. Tareyton Russ, & ELD Coordinator, Ms. Vannee Chand
- 8. Human Resources Report**
 - Director of Human Resources, Mr. Rob Mayfield
- 9. Operations Report**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung
- 10. Finance Report**
 - CSMC School Business Manager, Ms. Adrienne Barnes, & Chief Business Officer, Ms. Susan Schickman
- 11. ELD Coordinator Report**
 - ELD Coordinator, Ms. Vannee Chand
- 12. College Bound Kids Report**
 - CBK Coordinator, Mr. Matthew Gordan

VII. ACTION ITEMS

ix. Math Camp Contracts and Recovery Removed from Consent Calendar

- 1. Consent Calendar**
 - i. Personnel Report**
 - Director of Human Resources, Mr. Rob Mayfield
 - ii. Approval Board Meeting Minutes for 5/15/2018 & 5/29/2018**
 - Secretary to the Board of Directors, Mr. Joe Schickman
 - iii. Approval of AVID Contract**
 - Division Head, Mr. Peter Holmquist
 - iv. Approval of Fiscal Services Technician Job Description**
 - Director of Human Resources, Mr. Rob Mayfield
 - v. Approval of Transfer of \$20,000 from Non-Profit Funds to Support the After School Program**
 - Superintendent Woods-Cadiz
 - vi. Approval of Enroll Oakland MOU**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana

- vii. Approval of Illuminate Contract**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
- viii. Approval of Vacation Payout**
 - Chief Business Officer Susan Schickman
- ix. Approval of Math Camp Contracts and Recovery**
 - Director of Human Resources, Mr. Rob Mayfield
- x. Approval of May-June Lunchmasters/Nob Hill Invoices**
 - Chief Business Officer, Ms. Susan Schickman
- xi. Approval of April - May Young Minney & Corr Invoices**
 - Chief Business Office, Ms. Susan Schickman
- xii. Approval of April - May Fagen, Freifman, & Fulfrost Invoices**
 - Chief Business Officer, Ms. Susan Schickman

M: Director Cook moves to approve the consent calendar minus item 9, Math Camp Contracts and Recovery

2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

After Closed Session

ix. Math Camp and Recovery:

M: Director Edington moves to approve the Math Camp and Recovery Contracts

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

2. Discussion and Possible Action Regarding **Approval of AIMS Board Resolution to Have All Campuses on AIMS Owned Properties**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve the AIMS Board Resolution to Have All Campuses on AIMS Owned Properties

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

3. Discussion and Possible Action Regarding **Approval of AIPCS I Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPCS I Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

4. Discussion and Possible Action Regarding **Approval of AIPCS II Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPCS II Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

5. Discussion and Possible Action Regarding **Approval of AIPHS Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPHS Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

6. Discussion and Possible Action Regarding **Approval of AIPCS I Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS I Education Protection Account Board Resolution
2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

7. Discussion and Possible Action Regarding **Approval of AIPCS II Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS II Education Protection Account Board Resolution

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

8. Discussion and Possible Action Regarding **Approval of AIPHS Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPHS Education Protection Account Board Resolution

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

9. Discussion and Possible Action Regarding **Approval of AIPCS I Consolidated Application for Federal Funding**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS I Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

10. Discussion and Possible Action Regarding **Approval of AIPCS II Consolidated Application for Federal Funding**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS II Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

11. Discussion and Possible Action Regarding **Approval of AIPHS Consolidated Application for Federal Funding**

- Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPHS Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

After Closed Session

12. Discussion and Possible Action Regarding **Approval of 2018/2019 Employee Contracts**

- Director of Human Resources, Mr. Rob Mayfield

Tabled Until August Board Meeting

13. Discussion and Possible Action Regarding **Approval of the following Job Descriptions: Facilities Technician, Financial Manager, & Site Technology Technician**

- Director of Human Resources, Mr. Rob Mayfield

Motion: Director Edington moves to approve the Financial Manager job description, and to table the Facilities Technician and Site Technology Technician job descriptions subject to committee approval after HR revisions

2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

14. Discussion and Possible Action Regarding **Approval of BACR Contract**

- Data, Accountability, and Operations Director, Ms. Marisol Magana

Motion: Director Edington moves to approve the BACR Contract, with a target of \$75,000 in reserves to balance the cost risk of this contract

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

15. Discussion and Possible Action Regarding **Approval of AIPCS I, AIPCS II, & AIPHS 2018-2019 LCAPs**
 - Superintendent Woods-Cadiz

Motion: Director Cook moves to approve the AIPCS I, AIPCS II, and AIPHS 2018-2019 LCAPs
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

16. Discussion and Possible Action Regarding **Approval of AIPCS I, AIPCS II, & AIPHS 2018-2019 Budgets**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve the AIPCS I, AIPCS II, and AIPHS 2018-2019 Budgets
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

Director Cook is excused – 8:22 pm

17. Discussion and Possible Action Regarding **OUSD’s Final Offers for Prop 39 Facilities for AIPHS & AIPCS II (K-1st)**
 - Superintendent Woods-Cadiz

Motion: Director Thompson moves to approve the responses to OUSD’s Final Offers for Prop 39 Facilities for AIPHS & AIPCS II (K-1st)
2nd: Director Edington

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

18. Discussion and Possible Action Regarding **Approval for Travel and Attendance to National Superintendent’s 2018 Legislative Advocacy Conference in Washington DC**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve Travel and Attendance to National Superintendent’s 2018 Legislative Advocacy Conference in Washington DC

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

After Closed Session

19. Discussion and Possible Action Regarding **Review and Selection of Back Office Support from RFP Responses**
 - Board Treasurer, Mr. Chris Edington

Motion: Director Edington moves to Approve the CSMC proposal, contingent upon a revised contract at a reduced rate and approval of new terms by Finance Committee

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

After Closed Session

20. Discussion and Possible Action Regarding **Approval of July CSMC Invoice, if their Response to AIMS Back Officer Support RFP is Approved**
 - Chief Business Office, Ms. Susan Schickman

Motion: Director Edington moves to approve the July CSMC Invoice if their Response to AIMS Back office RFP is Approved

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

21. Discussion and Possible Action Regarding **Approval of AP Exam Invoice**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AP Exam Invoice

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

- 22. Discussion and Possible Action Regarding **Approval of Regional Employee Benefits Council Trust Account HRA Invoice for May 2018**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the Regional Employee Benefits Council Trust Account HRA Invoice for May 2018

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

- 23. Discussion and Possible Action Regarding **Approval of 2018-2019 Board Meeting Calendar Dates**
 - Secretary to the Board of Directors, Mr. Joe Schickman

Motion: Director Edington moves to approve the 2018-2019 Board Meeting Calendar Dates

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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IX. RECESS TO CLOSED SESSION 8:45 pm

- 1. **Conference with Labor Negotiators (\$54957.6)**
 - Attorney Doug Freifeld

X. RECONVENE FROM CLOSED SESSION 10:15

XI. ROLL CALL

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Quorum Established

XI. REPORT FROM CLOSED SESSION – Nothing to Report

XII. ITEMS FOR NEXT AGENDA

- **18/19 Employee Contracts**
- **Facilities Technician and Site Technology Technician job descriptions**

XIII. ADJOURNMENT 10:18 pm

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on August 21st, 2018 at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ Certification of Posting

DRAFT

American Indian Model Schools

BOARD MEETING AGENDA

Tuesday, June 19th, 2018 @ 6:30 pm

171 12th Street
Oakland, CA 94607



I. CALL TO ORDER 6:36 pm

II. ROLL CALL

President Leung	
Director Cook	P
Director Thompson	P
Director Edington	P

Quorum Established

III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2nd: Director Edington

President Leung	
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

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 - Superintendent Woods-Cadiz
- 2. Recognition of CBO Susan Schickman's Service to AIMS**
 - Superintendent Woods-Cadiz
- 3. President's Report**
 - Board President, Mr. Steven Leung

6:54 pm - President Leung Arrives

- 4. Spring Board Retreat to be Held at 12th Street Site**
 - Board President, Mr. Steven Leung
- 5. Superintendent's Report**
 - Superintendent Woods-Cadiz
- 6. AIMS k-12 Report**
 - Head of School, Mr. Tareyton Russ, & Division Heads, Mr. Maurice Williams, Mr. Peter Holmquist, Mr. Christopher Ahmad, & Ms. Erin Oh
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- 11. ELD Coordinator Report**
 - ELD Coordinator, Ms. Vannee Chand
- 12. College Bound Kids Report**
 - CBK Coordinator, Mr. Matthew Gordan

VII. ACTION ITEMS

ix. Math Camp Contracts and Recovery Removed from Consent Calendar

- 1. Consent Calendar**
 - i. Personnel Report**
 - Director of Human Resources, Mr. Rob Mayfield
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 - v. Approval of Transfer of \$20,000 from Non-Profit Funds to Support the After School Program**
 - Superintendent Woods-Cadiz
 - vi. Approval of Enroll Oakland MOU**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana

- vii. Approval of Illuminate Contract**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
- viii. Approval of Vacation Payout**
 - Chief Business Officer Susan Schickman
- ix. Approval of Math Camp Contracts and Recovery**
 - Director of Human Resources, Mr. Rob Mayfield
- x. Approval of May-June Lunchmasters/Nob Hill Invoices**
 - Chief Business Officer, Ms. Susan Schickman
- xi. Approval of April - May Young Minney & Corr Invoices**
 - Chief Business Office, Ms. Susan Schickman
- xii. Approval of April - May Fagen, Freifman, & Fulfroost Invoices**
 - Chief Business Officer, Ms. Susan Schickman

M: Director Cook moves to approve the consent calendar minus item 9, Math Camp Contracts and Recovery

2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

After Closed Session

- ix. Math Camp and Recovery:**

M: Director Edington moves to approve the Math Camp and Recovery Contracts

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

- 2. Discussion and Possible Action Regarding **Approval of AIMS Board Resolution to Have All Campuses on AIMS Owned Properties**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve the AIMS Board Resolution to Have All Campuses on AIMS Owned Properties

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

3. Discussion and Possible Action Regarding **Approval of AIPCS I Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPCS I Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

4. Discussion and Possible Action Regarding **Approval of AIPCS II Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPCS II Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

5. Discussion and Possible Action Regarding **Approval of AIPHS Protected Prayer Board Resolution**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve AIPHS Protected Prayer Board Resolution
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

6. Discussion and Possible Action Regarding **Approval of AIPCS I Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS I Education Protection Account Board Resolution
2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

7. Discussion and Possible Action Regarding **Approval of AIPCS II Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS II Education Protection Account Board Resolution

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

8. Discussion and Possible Action Regarding **Approval of AIPHS Education Protection Account Board Resolution**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPHS Education Protection Account Board Resolution

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

9. Discussion and Possible Action Regarding **Approval of AIPCS I Consolidated Application for Federal Funding**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS I Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

10. Discussion and Possible Action Regarding **Approval of AIPCS II Consolidated Application for Federal Funding**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPCS II Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

11. Discussion and Possible Action Regarding **Approval of AIPHS Consolidated Application for Federal Funding**

- Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AIPHS Consolidated Application for Federal Funding Submission

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

After Closed Session

12. Discussion and Possible Action Regarding **Approval of 2018/2019 Employee Contracts**

- Director of Human Resources, Mr. Rob Mayfield

Tabled Until August Board Meeting

13. Discussion and Possible Action Regarding **Approval of the following Job Descriptions: Facilities Technician, Financial Manager, & Site Technology Technician**

- Director of Human Resources, Mr. Rob Mayfield

Motion: Director Edington moves to approve the Financial Manager job description, and to table the Facilities Technician and Site Technology Technician job descriptions subject to committee approval after HR revisions

2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

14. Discussion and Possible Action Regarding **Approval of BACR Contract**

- Data, Accountability, and Operations Director, Ms. Marisol Magana

Motion: Director Edington moves to approve the BACR Contract, with a target of \$75,000 in reserves to balance the cost risk of this contract

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

15. Discussion and Possible Action Regarding **Approval of AIPCS I, AIPCS II, & AIPHS 2018-2019 LCAPs**
 - Superintendent Woods-Cadiz

Motion: Director Cook moves to approve the AIPCS I, AIPCS II, and AIPHS 2018-2019 LCAPs
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion passes

16. Discussion and Possible Action Regarding **Approval of AIPCS I, AIPCS II, & AIPHS 2018-2019 Budgets**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve the AIPCS I, AIPCS II, and AIPHS 2018-2019 Budgets
2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Edington	Y

Motion Passes

Director Cook is excused – 8:22 pm

17. Discussion and Possible Action Regarding **OUSD’s Final Offers for Prop 39 Facilities for AIPHS & AIPCS II (K-1st)**
 - Superintendent Woods-Cadiz

Motion: Director Thompson moves to approve the responses to OUSD’s Final Offers for Prop 39 Facilities for AIPHS & AIPCS II (K-1st)
2nd: Director Edington

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

18. Discussion and Possible Action Regarding **Approval for Travel and Attendance to National Superintendent’s 2018 Legislative Advocacy Conference in Washington DC**
 - Superintendent Woods-Cadiz

Motion: Director Edington moves to approve Travel and Attendance to National Superintendent’s 2018 Legislative Advocacy Conference in Washington DC

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

After Closed Session

19. Discussion and Possible Action Regarding **Review and Selection of Back Office Support from RFP Responses**
 - Board Treasurer, Mr. Chris Edington

Motion: Director Edington moves to Approve the CSMC proposal, contingent upon a revised contract at a reduced rate and approval of new terms by Finance Committee

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

After Closed Session

20. Discussion and Possible Action Regarding **Approval of July CSMC Invoice, if their Response to AIMS Back Officer Support RFP is Approved**
 - Chief Business Office, Ms. Susan Schickman

Motion: Director Edington moves to approve the July CSMC Invoice if their Response to AIMS Back office RFP is Approved

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

21. Discussion and Possible Action Regarding **Approval of AP Exam Invoice**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the AP Exam Invoice

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

- 22. Discussion and Possible Action Regarding **Approval of Regional Employee Benefits Council Trust Account HRA Invoice for May 2018**
 - Chief Business Officer, Ms. Susan Schickman

Motion: Director Edington moves to approve the Regional Employee Benefits Council Trust Account HRA Invoice for May 2018

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion Passes

- 23. Discussion and Possible Action Regarding **Approval of 2018-2019 Board Meeting Calendar Dates**
 - Secretary to the Board of Directors, Mr. Joe Schickman

Motion: Director Edington moves to approve the 2018-2019 Board Meeting Calendar Dates

2nd: Director Thompson

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Motion passes

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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. **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).**

IX. RECESS TO CLOSED SESSION 8:45 pm

- 1. **Conference with Labor Negotiators (§54957.6)**
 - Attorney Doug Freifeld

X. RECONVENE FROM CLOSED SESSION 10:15

XI. ROLL CALL

President Leung	Y
Director Cook	Excused
Director Thompson	Y
Director Edington	Y

Quorum Established

XI. REPORT FROM CLOSED SESSION – Nothing to Report

XII. ITEMS FOR NEXT AGENDA

- **18/19 Employee Contracts**
- **Facilities Technician and Site Technology Technician job descriptions**

XIII. ADJOURNMENT 10:18 pm

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on August 21st, 2018 at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ Certification of Posting

DRAFT



Acellus Learning System

Acellus Grant

SCHOOL

"Game Changer" Grant

Order Confirmation

[Printable Version](#)

This grant is designated to help schools deploy Acellus. The funding is targeted at helping schools implement the Acellus STEM-10 Coding Labs at the elementary level, and is also going towards high schools that are focusing on improving graduation rates.

Educators using Acellus are calling it a "game changer" when it comes to transforming struggling students into successful learners. This article provides independent research on the effectiveness of Acellus:

<http://www.kansascity.com/news/local/article204910554.html>

The year end funding provides schools with matching grants on laptops, tablets, and STEM Robotic Labs. The laptops approved on this grant are the GoldBook Pro computers, which come with Windows 10 S -- secure for the educational environment. The computers are locked down to only run Acellus programs -- preventing distractions and keeping students from inappropriate websites.

Additional information can be found here: <http://www.science.edu/acellus/>

Grant Number: 837421
Approved By: Tareyton Russ, Head of School
Approval Date: 07/24/2018
Notice Email(s): tareyton.russ@aimschools.org,

Shipment Authorization: Shipment authorized upon activation of this Grant.

Senior Acellus Coordinator: Felicia Mann

GRANT PREPARED FOR:

Grant Applicant: Tareyton Russ - Head of School
School: American Indian Public High School
District: American Indian Model Schools
Contact: Mr. Tareyton Russ - Head of School **Phone:** (510) 220-5044 **Email:** tareyton.russ@aimschools.org

BILLING ADDRESS:

Tareyton Russ - Head of School
 American Indian Model Schools
 746 Grand Avenue
 Oakland, CA 94610
 USA

 Phone: (510) 220-5044
 Email: tareyton.russ@aimschools.org

SHIPPING ADDRESS:

Tareyton Russ
 American Indian Model Schools
 746 Grand Avenue
 Oakland, CA 94610
 USA

 Phone: (510) 220-5044

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
270	Acellus GoldBook Pro Computer \$799 (\$399 Covered by Grant): <ul style="list-style-type: none"> • Model Number: GOLDBOOKPRO-10W • Specifications: 2-in-1 Computer with 11.6-inch touchscreen, Full Aluminum Case-Gold, Intel Dual-Core CPU (1.0GHz base - 2.4GHz burst frequency), 2GB DDR Memory, 32GB Storage, Wifi: 802.11N/AC Dual Band, Bluetooth 4.2, 2 USB 3.0, 1 mini HDMI, 3.5mm audio jack, Built-in Webcam, Battery: 4800mAh Li-Ion (8-12 hours). • Locked-down to only run Acellus to prevent malware and student distractions • Microsoft Windows 10 Educational • More Information 	\$ 799.00	\$ 215,730.00
9	Security Cart for Acellus GoldBook Pro Laptops \$1,995 (\$997 Covered by Grant): <ul style="list-style-type: none"> • Security and Storage Cart with 30 built-in charging stations for Acellus GoldBook Pro Computers. 	\$ 1,995.00	\$ 17,955.00
Sub-Total:			\$ 233,685.00
Shipping & Crating:			\$ 2,475.00
Grant Amount:			\$ -116,842.50
Amount to be Paid by School:			\$ 119,317.50

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Network Upgrade

AIPHS Technology ProForma Budget 2018					
Hardware	Qty	Description	Price	Amount	Comments
	1	Dell 7050 i5 16GB 128GB Windows Pro	\$850.00	\$850.00	Workstation for Sean Gambrell
	2	Dell U2415H Screen	\$260.00	\$520.00	Dual Screen Monitor Setup for Sean Gambrell
	2	Ubiquiti Dome Video Cameras	\$165.00	\$330.00	Additional Video Dome Camera
	3	Ubiquiti Directional Video Cameras	\$185.00	\$555.00	Additional Video Directional Cameras
	16	Google Chromecast	\$40.00	\$640.00	Video Casting from laptop/tablet device to the Classroom LCD Screens
	1	Network Switch 24 port POE 500W	\$560.00	\$560.00	Additional Network Switch for Expansion
	20	HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00	Replacement Laptops for Teachers to use
		Total		\$15,455.00	
CyberSecurity	Qty	Description	Price	Amount	Comments
	1	Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00	Security Firewall device - 750Mbps throughput, 500Mbps, VPN throughput, with 9x1 GB Ethernet port. Recommended - 500 Clients
	40	BrightCloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00	Application to protect Windows and Mac machines from Viruses and Malware from the internet.
		Total		\$9,150.00	
Internet	Qty	Description	Price	Amount	Comments
	1	Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1800/month)	\$22,000.00	\$22,000.00	Internet Upgrade to accommodate increase on Internet bandwidth needs. Cost shown for year and monthly will be \$1850.00/month
		Total		\$22,000.00	

Barnes & Noble

Booksellers

Store 2072

Bay Street - Emeryville 5604 Bay Street Emeryville, CA 94608

Store Number:	2072	Shipping Address:	Quote # 787886
Prepared For:	AMERICAN INDIAN PUBLIC HS ANNA BACH		
School/Company:		AMERICAN INDIAN PUBLIC HS	
Store Contact:	BARBARA TAVRES	746 GRAND AVE	
Contact Phone:	(510) 547-0905	OAKLAND, CA 94610	
Store Fax No.:	(510) 547-0952		
Preparation Date:	06/05/2018		
Order Due Date:	06/10/2018	Customer Phone: (510) 220-5044	
		Customer Email: CRM2072@BN.COM	

Product	Title	Author	Publisher	Form at	Disco unit Allow ed	Destinatio n	Quan tity	List Price	% Off	Quot ed Price	Extend ed Price
97805532635	Autobiography of Miss Jane Pittman	Ernest J Gaines	Random House Publishing Group	MM		Ship-to-Customer	60	6 99	25 0%	5 24	314 40
97803167694	Catcher in the Rye	J. D. Salinger	Little, Brown and Company	MM		Ship-to-Customer	60	8 99	25 0%	6 74	404 40
97815930808	Crime and Punishment (Barnes & Noble Classics Series)	Fyodor Dostoevsky	Barnes & Noble	TP		Ship-to-Customer	60	12 95	40 0%	7 77	466 20
97804515319	Cyrano de Bergerac	Edmond Rostand	Penguin Publishing Group	MM		Ship-to-Customer	60	5 95	25 0%	4 46	267 60
97804864158	Great Expectations (Dover Thrift Editions Series)	Charles Dickens	Dover Publications	TP		Ship-to-Customer	60	7 00	25 0%	5 25	315 00
97818474961	Great Gatsby	F. Scott Fitzgerald	Bloomsbury USA	TP		Ship-to-Customer	60	8 00	25 0%	6 00	360 00
97804864244	Jane Eyre	Charlotte Bronte	Dover Publications	TP		Ship-to-Customer	60	7 00	25 0%	5 25	315 00
97800621137	Lost Horizon	James Hilton	HarperCollins Publishers	TP		Ship-to-Customer	60	15 99	25 0%	11 99	719 40
97804862903	Metamorphosis and Other Stories	Franz Kafka	Dover Publications	TP		Ship-to-Customer	60	3 00	25 0%	2 25	135 00
97807432539	Separate Peace	John Knowles	Scribner	TP		Ship-to-Customer	60	15 00	25 0%	11 25	675 00
97806797202	Stranger (A New Translation by Matthew Ward)	Albert Camus	Knopf Doubleday Publishing Group	TP		Ship-to-Customer	60	13 95	25 0%	10 46	627 60
97808021444	Waiting for Godot (Eng rev). A Trag comedy in Two Acts	Samuel Beckett	Grove/ Atlantic, Inc.	TP		Ship-to-Customer	60	14 00	25 0%	10 50	630 00

Subtotal	\$5229 60
Shipping	50 00
Sales Tax	\$483 74
Total:	\$5713 34

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American Indian Model Schools



Nhi Nguyen
 Administrative Assistant
 American Indian Model Schools
 171 12th St
 Oakland CA 94607-4900
 United States

Quote Number: 50946
 Quote Creation Date: 06-22 2018
 Quote Expiration Date: 09-30-2018

American Indian Public HS - Writing America

Price Quote Summary

Solution	Base Amount	Total
Roskelly Writing America Language and	\$ 2,399.10	\$ 2,399.10
Solution Subtotal	\$ 2,399.10	\$ 2,399.10
	Shipping & Handling	\$ 191.93
	Total	\$ 2,591.03

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Roskelly: Writing America: Language and Composition in Context AP				
Jolliffe, Roskelly Writing America: Language and Composition in Context AP® Edition 1e, 2014				
9780132748803	WRI AME WITH AP ED NASTA 6YR ACC TO MWL W ET I.I.AIN EDITION	\$79.97	30	\$2,399.10
Jolliffe, Roskelly Writing America: Language and Composition in Context AP® Edition 1e, 2014 Subtotal				\$ 2,399.10
Roskelly: Writing America: Language and Composition in Context AP Subtotal				\$ 2,399.10
Solution Subtotal				\$ 2,399.10
Shipping and Handling				\$ 191.93
Total				\$ 2,591.03

American Indian Model Schools

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: <https://pearsoncommunity.force.com/support/s/pearson-order-form>
Fax: 1-877-260-2530
Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

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Purchase Order No:

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8/14/2018

Pricing on this Proposal Guaranteed: 10/2/2018

Presented To: Anna Bach, anna_bach@aimschools.org

Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

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Qty	Update Qty	Product	Price	Quoted Price	Total
30		Introduction to Statistics and Data Analysis, AP* Edition Peck/Olsen/Devore 3rd Edition [K12, 2010] 9781439047491 / 1439047499	\$168.00	\$168.00	\$5,040.00
30		Bundle: College Physics, 11th Student Edition + WebAssign (6-year access) Serway 11th Edition [K12, 2018] 9781337735339 / 1337735337	\$185.00	\$185.00	\$5,550.00
1		AP® Teacher's Resource Guide Serway 11th Edition [K12, 2018] 9781305965379 / 130596537X	\$26.00	\$0.00	FREE
30		Big Ideas Math Geometry: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2019] 9781642087611 / 1642087610	\$80.00	\$80.00	\$2,400.00
30		Bundle: Calculus, AP® Edition, 11th Student Edition + WebAssign™ (1-year access) Larson 11th Edition [K12, 2018] 9781337466691 / 1337466697	\$149.25	\$149.25	\$4,477.50
1		Teacher's Resource Guide Larson 11th Edition [K12, 2018] 9781337287005 / 1337287008	\$10.25	\$0.00	FREE
90		Big Ideas Math HS Algebra 2: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2015] 9781608408405 / 160840840X	\$80.00	\$80.00	\$7,200.00
		Bundle: Chemistry, AP® Edition, 10th Student Edition			

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90		Bundle: The American Pageant, AP® Edition, Updated, 16th Student Edition + MindTap (1-year access) , Kennedy 16th Edition [K12, 2016] 9781337227452 / 1337227455	\$150.50	\$150.50	\$13,545.00
1		The American Pageant, AP® Edition, Updated Teacher's Edition Kennedy 16th Edition [K12, 2016] 9781337090162 / 1337090166	\$94.75	\$0.00	FREE
1		The American Pageant, AP® Edition, Updated, Teacher Resource Guide Kennedy 16th Edition [K12, 2016] 9781337094313 / 1337094315	\$10.50	\$0.00	FREE
90		Precalculus with Limits : A Graphing Approach, High School Edition Larson 6th Edition [K12, 2012] 9781111427641 / 111142764X	\$137.00	\$137.00	\$12,330.00
1		Precalculus with Limits: A Graphing Approach, 6th: PowerLecture CDROM with ExamView Test Generator LARSON 6th Edition [STM, 2012] 9781111572808 / 1111572801	\$70.25	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Complete Solutions Guide LARSON/LARSON 6th Edition [STM, 2012] 9781111574024 / 1111574022	\$34.75	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Lesson Plans LARSON 6th Edition [K12, 2012] 9781111572600 / 1111572607	\$29.25	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Annotated Teacher's Edition LARSON 6th Edition [K12, 2012] 9781111572112 / 1111572119	\$163.75	\$0.00	FREE

Sub-Total: \$65,280.00

+ Estimated Shipping and/or Process Fee: \$0.00

TOTAL: \$65,280.00

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 Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

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3 messages

Kennedy, Patrick <pkennedy@follett.com>
To: Anna Bach <anna.bach@aimschools.org>

Mon, Jul 23, 2018 at 11:33 AM



July 23, 2018

8205863
AMERICAN INDIAN CHARTER SCHOOL
171 12TH ST
OAKLAND, CA 94607-4911
PO# NONE

Dear Anna:

The Educational Materials on the attached list are on hold for you and awaiting your authorization to ship.

Order Number:	2260931A		
Hold Expiration Date:	08/04/18		
Order Total:	\$1,236.00		
Sales Tax:	114.33	* Publisher/Manufacturer Price:	\$1,500.00
Shipping/Handling:	0.00	Your FSS Price:	\$1,236.00
	=====		=====
TOTAL:	\$1,350.33	Total Maximum Savings:	\$264.00
x		(If all items ship)	

Don't miss your opportunity for these significant savings!

E-mail, fax, mail, or call us with your purchase order, procurement/credit card or authorization to ship.

Please note, until FSS receives authorization to ship, quantities are subject to change. Please provide us with your authorization

to ship as soon as possible.

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**Follett School Solutions
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ORDER	ORDER DATE	MEDIA	HELD BY	ORDER STATUS
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2260931A	06/20/18	PHONE	JOHNR	HOLD FOR PO
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FILE NO. 405

BILL TO: 8205863
 AMERICAN INDIAN CHARTER SCHOOL
 171 12TH ST
 OAKLAND, CA 94607-4911
 PO# NONE

SHIP TO: AMERICAN INDIAN PUBLIC HS
 ATTN:ANNA BACH
 746 GRAND AVENUE
 OAKLAND, CA 94610

Description	Qty Ordered	Qty	Status	FSS \$	Total \$
(1) BEDF 2013 LITERATURE THE HUMAN EXPERIENCE READING AND (P) ISBN: 1-457-60429-9 ISBN-13: 9781457604294 Book	30	30	READY TO SHIP	41.20	1,236.00

TOTAL READY TO SHIP:	1,236.00
SALES TAX:	114.33
SHIPPING:	0.00
TOTAL ON ORDER / IN TRANSIT:	0.00
SALES TAX:	0.00
ESTIMATED SHIPPING:	0.00
<hr/>	
TOTAL AVAILABLE:	1,350.33

Issue your PO for \$1,350.33 for all books expected to be available.

Ready to Ship: These books are currently in stock and "Ready to Ship" pending your approval. Allow 3-7 business days for delivery.

Available: "Available to order" upon request, subject to publisher availability.

In Transit: These books are expected to arrive at FSS shortly. Pre-owned books need to pass our quality control inspections to FSS: before confirmed as available. Quantities subject to change.

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Out of Stock: These books are not available to order at this time.

* : Prices on New Publisher Materials are subject to change.



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16366 James Madison Highway
Gordonsville, VA 22942
Toll Free: (540) 672-7744
Fax: (540) 672-7542
Email: highschool@mpsvirginia.com

PRICE QUOTE

Price Quote good for 90 days. Please attach a copy of this price quote to your purchase order. Price increases occur each November.

Quote Number	00037518	Prepared By	Katrina Torres
Created Date	6/22/2018	Email	ktorres@bfwpub.com
Contact Name	Nhi Nguyen	Ship To	American Indian Public HS
School Name	American Indian Public HS		3637 Magee Ave. Oakland, California 94619 United States

Itemized Products

ISBN	EAN	Product	Author	HS Unit Price	Quantity	HS Institution Price
1464122180	9781464122187	Krugman's Economics for AP® (High School)	Margaret Ray, David A. Anderson	\$150.44	30.00	\$4,513.20

Itemized Product Total: \$4,513.20

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Author	HS Unit Price	Quantity	Your Price
1464155755	9781464155758	ExamView Assessment Suite for Economics for AP®	Margaret Ray	\$215.89	1	\$0.00
1464155798	9781464155796	Teacher's Edition of Economics for AP®	Margaret Ray	\$209.94	1	\$0.00
1464155801	9781464155802	Teacher's Resource Flash Drive for Economics for AP®	Margaret Ray	\$431.79	1	\$0.00

Total Available for Purchase \$0.00

Shipping Info

Schools are typically tax exempt however if your school is NOT tax exempt, please note that your local tax rate will apply to this quote

Shipping Location Continental US and Puerto Rico

Shipping Cost: \$90.26

Special Shipping: \$0.00

NOTE: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositaries. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

IMPORTANT: If adopting digital materials please include the name and email address of the administrator (Technology Coordinator, Department Chair, etc.) on the account for digital



bedford, freeman & worth
high school publishers

WAREHOUSE CONTACT:
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Gordonsville, VA 22942
Toll Free: (540) 672-7744
Fax: (540) 672-7542
Email: highschool@mpsvirginia.com

Total Shipping: \$90.26

Grand Totals

Itemized Products + Shipping: \$4,603.46

Itemized Products + Shipping + Available for Purchase: \$4,603.46

NOTE: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (HIPS) or its approved distributors. Purchases from any other source would not ensure the items are authentic/legitimate. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (HIPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.
IMPORTANT: If adopting digital materials please include the name and email address of the administrator (Technology Coordinator, Department Chair, etc.) on the account for digital content. This will ensure that the materials are available to the appropriate personnel.

ALPHS Technology PreForma Budget 2018			
Qty	Description	Price	Amount
1	Dell 7050 i5 16GB 128GB W/Windows Pro	\$850.00	\$850.00
2	Dell U2415H Screen	\$260.00	\$520.00
3	Ubiquiti Dome Video Cameras	\$165.00	\$495.00
3	Ubiquiti Directional Video Cameras	\$185.00	\$555.00
16	Google Chromecast	\$40.00	\$640.00
1	Network Switch 24 port POE 500W	\$560.00	\$560.00
20	HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00
	Total		\$15,455.00
Qty	Description	Price	Amount
1	Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00
40	BrightCloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00
	Total		\$9,150.00
Qty	Description	Price	Amount
1	Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1,800/month)	\$22,000.00	\$22,000.00
	Total		\$22,000.00

Description

① Hardware

② Cyber Security

③ Internet

TOTAL

Amount

\$ 15,455.00

\$ 9,150.00

\$ 22,000.00

\$ 46,605.00

(see: Goal 3- LCAP)

Goal 3 — AIPHS LCAP

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> Purchase 120 additional Chromebooks to add to and maintain pre-existing inventory. Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials. 	<ol style="list-style-type: none"> 120 more Chromebooks purchased Barcoding system purchased and begun coding new materials 	\$40,000	\$30,530

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> School will replace pre-existing textbooks to updated AP aligned ones Update all science classrooms with science lab technology/equipment 	<ol style="list-style-type: none"> Current AP aligned textbooks were purchased for Calculus, Pre-Calculus, Statistics, Algebra 2, Physics, Biology, World History and U.S. History. Lab tables and specific lab materials were purchased for Biology and Chemistry. 	AP Books included in 3.1 Science Equipment - \$80,000.00	<ol style="list-style-type: none"> \$298,000 \$73,400

Goal 4

Teaching and Learning Effectiveness – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes.

State and/or Local Priorities addressed by this goal:

State Priorities:
 Priority 1: Basic (Conditions of Learning)

Goal 3 (AIPHS LGAP 2018-19)

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: **Location(s):**
 (Select from All, Students with Disabilities, or Specific Student Groups) (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: **Scope of Services:** **Location(s):**
 (Select from English Learners, Foster Youth, and/or (Select from LEA-wide, Schoolwide, or Limited to (Select from All Schools, Specific Schools, and/or Low Income) Unduplicated Student Group(s)) Specific Grade Spans)

[Add Students to be Served selection here] [Add Scope of Services selection here] [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20

Modified Unchanged [Add 2019-20 selection here]

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
1. Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.	1. Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.	[Describe the 2019-20 action/service here]
2. Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials.	2. Continue barcode system	

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$40,000.00	\$50,000.00	[Add amount here]
Source	LCFF	LCFF	[Add source here]
Budget Reference	4400, 8011	4400, 8011	[Add budget reference here]

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified

Modified

[Add 2019-20 selection here]

2017-18 Actions/Services

1. School will replace pre-existing textbooks to updated AP aligned ones 2. Update all science classrooms with science lab technology/equipment

2018-19 Actions/Services

1. School will replace pre-existing textbooks to updated AP aligned ones
2. Maintain science classrooms with science lab technology/equipment

2019-20 Actions/Services

[Describe the 2019-20 action/service here]

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	AP Books included in 3.1 Science Equipment - \$80,000.00	\$50,000	[Add amount here]
Source	LCFF	LCFF	[Add source here]
Budget Reference	4400, 8011	4400, 8011	[Add budget reference here]

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER



Regional Sales Manager: Richard Pacheco

Inside Sales Specialist: Karen Moore



80 Northwest Blvd, Nashua, NH 03063
 PO Box 3000, Nashua, NH 03061-3000
 Phone: 800-338-5270 Fax: 800-282-9560

Prepared On: August 10, 2018

Valid Through: November 8, 2018

DELTA EDUCATION PRICE QUOTE

Prepared for: Maurice Williams maurice.williams@aimschools.org
 American Indian Public Charter School II
 171 12th Street 510-893-8701 Ext 24
 Oakland, CA 94607

Complete Kits	\$ 23,815.00		
Teacher Materials	\$ -		
Professional Development	\$ -		
Refill Kits	\$ 657.00		
Reading Components	\$ -		
Living Materials	\$ -		
Conversion / Upgrade Kits	\$ -		
Miscellaneous	\$ -		
Online	\$ -		
Subtotal	\$ 24,472.00		
		Subtotal	\$ 24,472.00
		10% Shipping & Handling	\$ 2,447.20
		Living Material Shipping	\$ -
		0.0% *Est. Sales Tax	\$ -
		Total*	\$ 26,919.20

Customer Savings:

****Discounts are based on the order AS IS****

Reduced Shipping & Handling

** Please add sales tax where applicable. Exempt residents please provide Tax Exemption Certificate.*

= \$489.44

Total Savings: \$489.44

Part Number	Item Description	Type	Unit Price	Qty	Extended Price	Comments
1585758	PD FOSS/DELTA IMPLEMENTATION 6 HR	PD	\$ 2,200.00	1	No charge	
1558460	KIT FOSS DIVERSITY OF LIFE NG 5 CLS FULL	Kit	\$ 2,079.00	1	\$ 2,079.00	
1574740	BOX 5 FOSS MS DIV OF LIFE NG REFILL CONS	Refill	\$ 269.00	1	\$ 269.00	
1558462	KIT FOSS POP+ECO NEXT GEN FULL	Kit	\$ 1,699.00	2	\$ 3,398.00	
1465619	KIT FOSS HUMAN SYSTEMS INTERACTIONS NG	Kit	\$ 789.00	2	\$ 1,578.00	
1465620	KIT FOSS MS HEREDITY+ADAPTATION NG	Kit	\$ 999.00	1	\$ 999.00	Includes PK/80 owl pellets
1558488	KIT REFILL FOSS HEREDITY+ADAPTATION NG	Refill	\$ 220.00	1	\$ 220.00	Includes PK/80 owl pellets
1558459	KIT FOSS WEATHER+WATER NEXT GEN	Kit	\$ 1,429.00	1	\$ 1,429.00	
1558494	BOX 3 FOSS MS WEATHR+WATR NG REFILL CONS	Refill	\$ 124.00	1	\$ 124.00	
1558458	KIT FOSS EARTH HISTORY NEXT GEN	Kit	\$ 2,094.00	2	\$ 4,188.00	
	<i>Earth History No Refill Required</i>	Refill	\$ -	2	\$ -	

Easy Ordering! Email to: customerservice.delta@schoolspecialty.com | Fax to: 800-282-9560

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER

1558457	KIT FOSS PLANETARY SCIENCE NEXT GEN	Kit	\$ 1,739.00	2	\$ 3,478.00	
1465615	KIT FOSS ELECTROMAGNETIC FORCE MS NG	Kit	\$ 1,599.00	1	\$ 1,599.00	
	<i>Electromagnetic Force No Refill Required</i>	Refill	\$ -	1	\$ -	
1558463	KIT FOSS CHEMICAL INTERACTIONS NG FULL	Kit	\$ 1,984.00	2	\$ 3,968.00	
1465617	KIT FOSS WAVES NEXT GEN	Kit	\$ 1,099.00	1	\$ 1,099.00	
1566010	KIT REFILL FOSS MS WAVES NEXT GEN	Refill	\$ 44.00	1	\$ 44.00	

Easy Ordering ~ Send PO and Proposal to:

Fax: 800-282-9560

Email: customerservice.delta@schoolspecialty.com

Easy Ordering! Email to: customerservice.delta@schoolspecialty.com | **Fax to:** 800-282-9560

Contract Summary

Vended Meal Service Contract

This contract is entered in to between the School Food Authority (SFA) and the vended meal provider named below:

SFA Name: American Indian Model Schools
SFA Address: 171 12 th St. Oakland CA 94607

Vended Meal Provider: The LunchMaster
Company Address: 601 Taylor Way San Marcos, Ca 94070

I. Introduction

American Indian Model Schools, hereinafter referred to as the school food authority (SFA), enters into this Contract with The LunchMaster, hereinafter referred to as the vended meal provider (VENDOR) to provide vended meals for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the VENDOR will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The VENDOR shall commence providing Services under the Contract on July 1, 2018 and continue through June 30, 2019. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		VENDOR Liaison for Services	
Name: Tiffany Tung		Name:	
Title: Data, Accountability and Operations Manager		Title:	
Phone:510.893.8701 ex.23	Cell Phone: 510.604.1785	Phone:	Cell Phone:
Fax:510.893.0345	E-mail: Tiffany.tung@aimschools.org	Fax:	E-mail:

C. Fees

1. Fixed-price Contracts

The SFA will pay the VENDOR at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the VENDOR shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The VENDOR's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The VENDOR shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, *Code of Federal Regulations [2 CFR]*, sections 200 & 400).

2. Payment Terms

The VENDOR shall submit monthly invoices by 15th of the following month that reflect all activity for the previous month. The VENDOR must submit detailed cost documentation [monthly] to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the VENDOR and must be allowable costs consistent with the cost principles in 2 *CFR*, parts 200 or 400, as applicable. The SFA will pay invoices submitted by the VENDOR within thirty (30) days of the invoice date. The SFA will pay invoices received by its accounting department if the invoices pass the SFA's audit (7 *CFR*, sections 210.14[a] 210.19[a], 210.21[c][3]). The SFA will notify the VENDOR of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 *CFR*, sections 210.19[a][1], 210.14[a], 210.21[f]).

3. Interest, Fines, Penalties, and Finance Charges

All meal service ordered by SFA for free of charge or reduced charge meals shall be billed monthly unless otherwise agreed upon by the parties. All invoices received by SFA from VENDOR shall be due and payable within 30 days of receipt of the invoice. If all sums due is not received by VENDOR within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of (1.5%) per month shall be paid on all unpaid sums in addition to the amount originally invoiced. SFA agrees to pay said service charge upon presentation. This paragraph shall apply to all sums owed by Client to VENDOR, whether for free of charge or reduced charged meals or for any other product or service provided by VENDOR to Client.

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the VENDOR for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

The SFA shall make no payment to the VENDOR for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

D. Contract Cost Adjustment

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19 [a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid

the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract (7 *CFR*, Section 200.3245 [b][5]):

- The addition of a program
- A major shift in responsibilities for VENDOR/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [B][4])

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

K. Written Commitments

Any written commitment by the VENDOR relative to the services herein shall be binding upon the VENDOR. Failure of the VENDOR to fulfill any such commitment shall render the VENDOR liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the VENDOR in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the VENDOR in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The VENDOR and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and VENDOR regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the VENDOR and the SFA, and the VENDOR and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)

- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The VENDOR shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the VENDOR's acts or omissions, willful misconduct, negligence, or breach of the VENDOR's obligations under this Contract by the VENDOR, its agents, employees, or other persons under its supervision and direction.

The VENDOR shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Penalties

For the breach of the Contract and associated benefits:

If the VENDOR causes the breach, the VENDOR assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

R. Small and Minority Businesses - Prime Contractors and Subcontractors

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's

business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 *CFR*, Part 200.321[a][b][1-6])

S. The VENDOR shall comply with the provisions referenced in Appendix II to 2 Part 200, which include but are not limited to:

- a) Equal Employment Opportunity (for contracts in excess of \$10,000)
- b) Davis Bacon Act (for construction contracts in excess of \$2,000)
- c) Rights to Inventions Made Under a Contract or Agreement (if applicable)
- d) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more])

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the VENDOR or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other

party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and VENDOR agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities (2 *CFR*, Section 210.23[b])

V. Compliance with the Law

The VENDOR shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the VENDOR's compliance efforts.

The VENDOR shall comply with 2 *CFR*, Part 200, 7 *CFR*, parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction, USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

[Note: take out any of the above references that do not apply to this Contract]

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract (California *Education Code [EC]*, Section 45103.5[b]).

III. Relationship of the Parties

- A. The VENDOR’s relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The VENDOR will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the VENDOR for taxes; all of which will be the VENDOR’s responsibility. The VENDOR agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The VENDOR will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC Section 45103.5*).
- B. Where the SFA is a public school district or program operated by the county Office of Education, the VENDOR, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC Section 45103.5*).
- C. All services to be performed by the VENDOR will be as agreed between the VENDOR and the SFA. The VENDOR will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

■ **Food Service Program**

A. Vended Meal Provider Responsibilities

- 1. The VENDOR will provide vended meals to the SFA pursuant to the vendor’s response to SFA’s Request for Proposal.
- 2. The SFA participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d) and 220.16[d]].

B. School Food Authority Responsibilities

- 1. The SFA shall ensure that the food service operation is in conformance with the SFA’s Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (*7 CFR*, sections 210.16[a][2] and 210.16[a][3]).
- 2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (*7 CFR*, sections 210.09(b)(1) and 210.16[a][4]).

3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).
4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]).
5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).
7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR*, Section 245.6).
10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the VENDOR, to the extent that such information is necessary for the VENDOR to fulfill its obligations under this Contract. The VENDOR will not disclose the eligibility status of individual students or confidential information provided.

12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and *7 CFR*, Section 245.7).
13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (*7 CFR*, sections 245.6 and 245.6a).
14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (*7 CFR*, Section 210.16[a][8]).

V. Meal Responsibilities

A. The VENDOR shall (*7 CFR*, Section 250.54[a] and [c]):

1. Provide meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (*7 CFR*, Section 210.16[a]).
3. Provide meals through the SFA's food service program that meet the requirements as established in *7 CFR*, Part 210.

VI. Books and Records

- A.** The SFA and the VENDOR must provide all documents as necessary for an independent auditor to conduct the SFA's financial audit. The VENDOR shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with *7 CFR*, Section 210.16(c)(1).
- B.** The SFA and the VENDOR shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (*7 CFR*, Section 210.9(b)(17) and *2 CFR*, Section 200.336[a]).
- C.** The VENDOR shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The SFA and the VENDOR shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the VENDOR that are directly pertinent to the

Contract for the purpose of making any audit, examination, excerpts, and transcriptions (2 *CFR*, Section 200.336[a]).

VII. Monitoring and Compliance

- A.** The SFA shall monitor the food service operation through periodic on-site visits in order to develop recommendations for improvement of the food service program
- B.** The VENDOR warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

VIII. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the VENDOR, without any cost or charge, area(s) of the premises agreeable to both parties in which the VENDOR shall render its services. The SFA shall not be responsible for loss or damage to equipment owned by the VENDOR and located on the SFA's premises. Meals are prepared by the Vendor, off-site.
- B.** The VENDOR shall notify the SFA of any equipment belonging to the VENDOR on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
- D.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the VENDOR for purposes of inspection and audit.
- E.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- F.** All USDA Foods shall remain with the SFA (7 *CFR*, Section 210.16[a][6]).
- G.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the VENDOR must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

IX. Certifications

- A.** The VENDOR warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, Part 200 and 7 *CFR*, parts 210, 215, 220, 225, 245, 250, and USDA FNS Instruction and policy, as applicable. The VENDOR agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the VENDOR's violation of this provision.
- B.** The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C.** The SFA and VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 - A.** Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]):
 - B.** Section 508 of the Clean Water Act (33 *U.S.C.* 1368)
 - C.** Executive Order 11738:
 - D.** Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq.
- D.** Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act: <http://legcounsel.house.gov/Comps/EPCA.pdf>.

The SFA and the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Contract Work Hours and Safety Standards Act Compliance:
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> .
VENDOR will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.

X. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The VENDOR shall maintain during the term of this Contract, for protection of the SFA and the VENDOR, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the VENDOR-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the VENDOR under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the VENDOR's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XI. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR*, Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, Section 210.16[d]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the VENDOR, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Part 200). The Contract may also be terminated, in whole or in part, by the VENDOR upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under 2 *CFR*, Part 200, Appendix II(B). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

Scope of Work

1. Overview of American Indian Model Schools 's Food Service Program

- A. Scope. The Vended Meal company shall provide vended breakfast, lunch and snack service at American Indian Public Charter School I, located at 171 12th St. Oakland, CA 94607, American Indian Public Charter School II, located at 1929 E 19th St. Oakland, CA 94606 and American Indian Public High School, located at 746 Grand Ave, Oakland CA, 94610.
- B. Time. Delivery is to take place a time mutually agreeable between VENDOR and SFA.
- C. Services. VENDOR will deliver services pursuant to its proposal provided to SFA.

2. Description of VENDOR Responsibilities

General: under the direction of the SFA's Food Service Director, the VENDOR selected pursuant to this RFP will provide the following. [Enter general description of goals and objectives that the VENDOR is expected to meet.] In addition, the VENDOR will employ (a) qualified professional(s) to [describe general duties and title of person(s)].

Responsibilities of the VENDOR shall include: [Shown as examples only by categories; the SFA should combine, modify, delete, and/or expand as needed.]

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the VENDOR shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the VENDOR.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Facility or Site Operations

The VENDOR shall recommend:

- Safety programs for employees

- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the VENDOR may only make changes with the SFA's approval (7 CFR, 210.16[b][1] and 220.80.)

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

D. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

E. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

F. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show VENDOR staff have all professional and health certifications as required by federal or state law and the SFA

G. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the VENDOR will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the VENDOR and the Food Service Director, other SFA staff, and/or the school board, upon request

H. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the VENDOR consultant/representative on or before the 7th of each month (7 *CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

Cost per Meal

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	181,080	\$2.00	\$362,160.00
Lunch	190,800	\$2.88	\$549,504.00
Snacks	134,100	\$0.82	\$109,962.00
Seamless Summer Feeding Option		\$	\$
Child and Adult Care Food Program Supper		\$	\$
Nonreimbursable Meals		\$	\$
TOTAL			\$ 1,021,626.00

*Units to be provided by SFA

This contract is agreed upon on the _____ day of _____, 2018.

THE LUNCH MASTER
 Name – Vended Meal Company

 Signature – Vended Meal Company
G.M.
 Position

 Name – School Food Authority Rep

 Signature – School Food Authority Rep

 Position



PARAMOUNT ELEVATOR CORPORATION

415 PENDLETON WAY, OAKLAND, CA 94621
PHONE (510) 864-1025 FAX (510) 864-1048
LICENSE #494395

July 13, 2018

To: American Indian Model Schools
171 12th Street
Oakland, CA 94607

Paramount Elevator Corporation will service the following equipment:

One Smartrise Hydraulic Passenger Elevator

Located at: **171 12th Street, Oakland**

1. This service shall consist of comprehensive and routine EXAMINATION, LUBRICATION, CLEANING and ADJUSTMENTS of the elevator machinery by professional technicians, trained and qualified to provide this service. Included are the power unit, electrical controls, door operator, guiding system and safety devices. The Company will also service the following accessory equipment:

"Indicator Lights"

2. Excluded from this agreement are the following items:
 - a. Swing type hoistway doors and their equipment.
 - b. Repairs of any type, including parts and labor.
 - c. Hidden components such as, but not limited to, wiring in raceways or conduit, underground pipes and tubing.
3. Emergency call back service and repair are available at all times and will be provided upon request, and billed at our prevailing rates for preferred customers.
4. This service will commence (please fill in ...)_____ to be performed periodically not less than monthly and will continue until terminated. Either party may terminate by giving the other party thirty days prior written notice.
5. *The price is **One Hundred and Fifty** dollars per month per elevator (**\$150.00/mo.**). Payable in advance on a quarterly basis (**\$450.00/qtr.**). This price shall be adjusted annually by the percentage of increase or decrease in the hourly wage rate of elevator examiners as compared with the rate on the date of this agreement.*

6. The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, or because of insurrection or riot, or by any other cause which is unavoidable or beyond its control. In no event shall the Company be liable for consequential damages.

The Purchaser agrees to give the Company written notice within twenty-four hours of any accident, alteration or change affecting the equipment; to discontinue operation and deactivate the equipment when it appears to be unsafe or operates in a manner which might cause injury; and to maintain surveillance of the equipment for such purposes.

The Company assumes no liability for accidents to persons or property except those directly and solely due to negligent acts of the Company or its employees. The Purchaser's own responsibility for accidents to persons or property while riding on or being on or about this equipment is not affected by this agreement. It is agreed that when not working on this equipment, the Company does not assume its control. At any time the Company is working on the equipment, it is asserting control only over that specific component being worked on at that moment, and control of the remainder of the equipment shall remain with the Purchaser.

The Company shall not be responsible for any situation that may occur that cannot be revealed by the ordinary examination methods offered with this agreement. No work, service or liability on the part of the Company other than that specifically mentioned here is intended or implied.

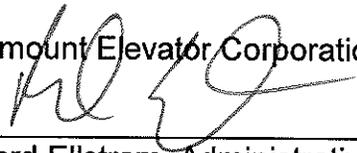
Accounts are subject to a 1½ percent per month delinquency penalty (18% annual rate) if not paid within thirty days of invoice date.

In the event of disputes involving litigation, both parties agree that each party will pay its own attorney's fees incurred.

THIS AGREEMENT SHALL BECOME A VALID CONTRACT WHEN ACCEPTED BY THE PURCHASER AND APPROVED BY AN OFFICER OF THE COMPANY. NO EMPLOYEE OR AGENT SHALL HAVE THE AUTHORITY TO WAIVE ANY CLAUSE OR CONDITION OF THIS AGREEMENT.

ACCEPTED

Paramount Elevator Corporation



Richard Ellstrom, Administrative

(Legal name of Purchaser)

APPROVED

(Signature)

David French, Vice President

(Title) (Date)

----- CONTACT INFORMATION -----

Email: _____ Phone: () _____

Cell: () _____ Fax: () _____

On-Site Manager: _____ Phone: () _____

SCOE Teacher Induction

Date: May 1, 2018

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 ahead for new hires in the years to come. In anticipation, I 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).

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 teaching. New teachers design an Individualized Learning Plan (ILP) and work closely with a mentor and site administrator who offer "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 support 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 in support of teachers aligning their induction work 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.

2018-2019 Online Program

Teacher induction goals and intern support 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 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

2018-2019 Fee Structure:

The fee structure created in collaboration with the Sacramento Teacher Induction Program's Advisory Council, shall remain the same for 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 - \$1,600
2. Teacher Candidate cost-for-service for each participant who has met the Early Completion Option (ECO) criteria - \$2,100 (one-time fee)
3. Teacher Candidate cost-for-service for Clear Credential Holder Candidates- \$1,000 (this group consists of teachers who currently have a clear credential and are adding another credential who will develop and implement an Individualized Learning Plan within the new credential area through a modified induction experience).

Timeline for Completion of MOU Process and Billing Cycle:

July 1, 2018	Signed MOU between partner program and SCOE due
August 15, 2018	Estimate of candidate numbers from partner program due to SCOE
September 15, 2018	Purchase Orders completed and sent to SCOE
November 1, 2018	Invoices processed and sent to participating programs for payment
Oct 2 – Dec 15, 2018	Late hire billing process as needed

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

I look forward to working with each of you in 2018-2019.



Marty Martinez, Ed.D.
 Director, Sacramento Consortium Teacher Induction Program
 SCOE School of Education

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

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program, formerly known as BTSA. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credentials. This partnership is hereinafter referred to as the Consortium.

The Sacramento Consortium Teacher Induction Advisory Council (Advisory Council) is comprised of representatives from SCOE, Program Partners, and Institutions of Higher Education. It provides feedback to the Induction Program and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

I. Parties

This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the **American Indian Model School** (District) to implement the Induction Program.

II. Term

The effective dates of this MOU are July 1, 2018, through June 30, 2019. It shall continue year to year thereafter unless it is terminated by either party. 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 that the 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 Sacramento Consortium Teacher Induction Program Standards and a Sacramento Consortium Teacher Induction Program Plan. Both documents shall meet the CTC and CDE requirements.
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 Sacramento Consortium Teacher Induction Program Standards and budget guidelines.
4. Provide a workspace for SCOE's Induction Program staff including computer, fax access and 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 equitable distribution of services to Induction Program credential candidates and Mentors for all Consortium partners.
9. Advise participants of an Early Completion option for "experienced and exceptional" candidates.
10. Convene the Advisory Council and develop other administrative processes as provided for in the *Sacramento Consortium Teacher Induction Program Plan*.
11. Participate in program evaluation.

B. The District agrees to the following:

1. The District superintendent or designee will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Director and serve on the Advisory Council. District will identify the District Advisor on Attachment 1 (attached hereto and incorporated herein) and return the attachment with its signed MOU.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. 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 Program services as described by CTC guidelines by September 30, 2018.
5. Confirm all participants by October 31, 2018 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and provide appropriate and sufficient information to all site administrators.
7. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input into the Candidates' development of an *Individual Learning Plan (ILP)* within the first 60 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. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2015 Teacher Induction Program Standards. Ensure Mentors' attendance at all required induction events including attendance at required Mentor training.

9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
 - a. District is not obligated to provide Mentors for Education Specialist Only candidates.
10. Ensure Mentors will meet one-to-one or in small group consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program document.
16. Determine if a candidate has completed the Induction Program requirements prior to recommending a candidate for a clear credential.

IV. Responsibilities - Fiscal

A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:

1. Overall fiscal responsibility for the administration of the 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 Sacramento Consortium Teacher Induction Program Plan.
3. Expend income according to regularly established policies and procedures within the SCIP expenditure guidelines.
4. Reimbursement of costs for substitutes for teachers participating in required Induction Program trainings and/or planning events.

B. The District agrees to the following:

1. Pay \$1,600 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per paragraph 4 below.
2. Pay \$2,100 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as a candidate to utilize the 18-month Early Completion Option (ECO), in lieu of the two-year program. District agrees to pay the full fee unless written notice is provided to SCOE per paragraph 4 below.

3. Pay \$1,000 cost-for-service for Clear Credential Holder Candidates- (this group consists of teachers who currently have a clear credential and are adding another credential who will develop and implement an Individualized Learning Plan within the new credential area through a modified induction experience).
4. District agrees to pay the full fee unless written notice is provided to SCOE per paragraph 4 below.
5. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to kyeagley@scoe.net. 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 Induction Program and provide them to the Induction Program upon request.

V. Ownership of Materials

Any and all products developed by Induction Program are the exclusive property of the Sacramento County Office of Education (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 and the Consortium. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

VI. Compliance with CTC Requirements

Pursuant to Education Code Section 44227(a) both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 2 and incorporated into the MOU.

VII. General Terms.

A. Entire Contract:

This contract 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 contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

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 agreement 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 agreement 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 principals 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 agreement. 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 agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, 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. Execution of Agreement.:

This agreement 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.

F. Signatures:

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

By: _____

Signature of Authorized Official
Sacramento County Office of Education

Printed Name:

Title: Program Director

Date:

By: _____

Signature of Authorized Official
American Indian Model School

Printed Name:

Title:

Date:

SCOE Teacher Induction

Sacramento Consortium Induction Program District Advisors Roles and Responsibilities

Role of District Advisors

To provide oversight and support to the District Coordinator and the Sacramento BTSA Consortium Induction Program. The District Advisor is the district superintendent or designee.

District Advisors

- Serve as lead contact for the school district or organization represented
- Attend three Advisory Council meetings with the Induction Program Directors per year and the spring planning retreat.
- Disseminate information regarding the Induction program and credential requirements to appropriate constituents within the organization or district represented
- Keep Human Resources and Credential Personnel in represented organizations abreast of requirements as they relate to the program
- Review program evaluations
- Advise and make recommendations on policies and procedures
- Provide feedback to the program directors
- Participate in program evaluation
- Assist the Program Leadership in the general oversight of the program (in accordance with state and local program requirements and guidelines) and implementation of the budget, suggesting changes and/or improvements as deemed necessary.

Specific Tasks

- Attend meetings of the Advisory Council
- Submit your Induction Leadership Survey

Advisory Council Membership may also include:

- Presidents/designee of the Teachers Associations (union) of partner districts
- District/Site Administrators
- IHE representatives
- Sacramento County Office of Education, Lead Educational Agency (LEA), representatives
- Retired Induction leaders

I understand and will effectively fulfill the role and responsibilities of a District Advisor.

Signature



General Education Induction Program Preconditions and Program Standards

Commission on Teacher Credentialing

**Standards Adopted
*December 2015***

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/>

Preconditions for General Education 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 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, and early childhood education. 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

Discussion and Possible Action Regarding

Section: III. Action Items
Item: B. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: 2018 internet upgrade&LCAP.pdf
AIPHS POs over \$8000.pdf

ALPHS Technology PreForma Budget 2018			
Qty	Description	Price	Amount
1	Dell 7050 i5 16GB 128GB W/Windows Pro	\$850.00	\$850.00
2	Dell U2415H Screen	\$260.00	\$520.00
2	Ubiquiti Dome Video Cameras	\$165.00	\$330.00
3	Ubiquiti Directional Video Cameras	\$185.00	\$555.00
16	Google Chromecast	\$40.00	\$640.00
1	Network Switch 24 port POE 500W	\$560.00	\$560.00
20	HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00
	Total		\$15,455.00
Qty	Description	Price	Amount
1	Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00
40	BrightCloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00
	Total		\$9,150.00
Qty	Description	Price	Amount
1	Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1800/month)	\$22,000.00	\$22,000.00
	Total		\$22,000.00

Description

① Hardware

② Cyber Security

③ Internet

TOTAL

Amount

\$ 15,455.00

\$ 9,150.00

\$ 22,000.00

\$ 46,605.00

(see: Goal 3- LCAP)

Goal 3 — AIPHS LCAP

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> Purchase 120 additional Chromebooks to add to and maintain pre-existing inventory. Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials. 	<ol style="list-style-type: none"> 120 more Chromebooks purchased Barcoding system purchased and begun coding new materials 	\$40,000	\$30,530

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> School will replace pre-existing textbooks to updated AP aligned ones Update all science classrooms with science lab technology/equipment 	<ol style="list-style-type: none"> Current AP aligned textbooks were purchased for Calculus, Pre-Calculus, Statistics, Algebra 2, Physics, Biology, World History and U.S. History. Lab tables and specific lab materials were purchased for Biology and Chemistry. 	AP Books included in 3.1 Science Equipment - \$80,000.00	<ol style="list-style-type: none"> \$298,000 \$73,400

Goal 4

Teaching and Learning Effectiveness – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Goal 3 (AIPHS LGAP 2018-19)

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified

Unchanged

[Add 2019-20 selection here]

2017-18 Actions/Services

1. Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.

2. Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials.

2018-19 Actions/Services

1. Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.

2. Continue barcode system

2019-20 Actions/Services

[Describe the 2019-20 action/service here]

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$40,000.00	\$50,000.00	[Add amount here]
Source	LCFF	LCFF	[Add source here]
Budget Reference	4400, 8011	4400, 8011	[Add budget reference here]

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified

Modified

[Add 2019-20 selection here]

2017-18 Actions/Services

1. School will replace pre-existing textbooks to updated AP aligned ones 2. Update all science classrooms with science lab technology/equipment

2018-19 Actions/Services

1. School will replace pre-existing textbooks to updated AP aligned ones
2. Maintain science classrooms with science lab technology/equipment

2019-20 Actions/Services

[Describe the 2019-20 action/service here]

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	AP Books included in 3.1 Science Equipment - \$80,000.00	\$50,000	[Add amount here]
Source	LCFF	LCFF	[Add source here]
Budget Reference	4400, 8011	4400, 8011	[Add budget reference here]



Acellus Learning System

Acellus Grant

SCHOOL

"Game Changer" Grant

Order Confirmation

[Printable Version](#)

This grant is designated to help schools deploy Acellus. The funding is targeted at helping schools implement the Acellus STEM-10 Coding Labs at the elementary level, and is also going towards high schools that are focusing on improving graduation rates.

Educators using Acellus are calling it a "game changer" when it comes to transforming struggling students into successful learners. This article provides independent research on the effectiveness of Acellus:

<http://www.kansascity.com/news/local/article204910554.html>

The year end funding provides schools with matching grants on laptops, tablets, and STEM Robotic Labs. The laptops approved on this grant are the GoldBook Pro computers, which come with Windows 10 S -- secure for the educational environment. The computers are locked down to only run Acellus programs -- preventing distractions and keeping students from inappropriate websites.

Additional information can be found here: <http://www.science.edu/acellus/>

Grant Number: 837421
Approved By: Tareyton Russ, Head of School
Approval Date: 07/24/2018
Notice Email(s): tareyton.russ@aimschools.org,

Shipment Authorization: Shipment authorized upon activation of this Grant.

Senior Acellus Coordinator: [Felicia Mann](#)

GRANT PREPARED FOR:

Grant Applicant: Tareyton Russ - Head of School
School: American Indian Public High School
District: American Indian Model Schools
Contact: Mr. Tareyton Russ - Head of School **Phone:** (510) 220-5044 **Email:** tareyton.russ@aimschools.org

BILLING ADDRESS:

Tareyton Russ - Head of School
 American Indian Model Schools
 746 Grand Avenue
 Oakland, CA 94610
 USA

 Phone: (510) 220-5044
 Email: tareyton.russ@aimschools.org

SHIPPING ADDRESS:

Tareyton Russ
 American Indian Model Schools
 746 Grand Avenue
 Oakland, CA 94610
 USA

 Phone: (510) 220-5044

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
270	Acellus GoldBook Pro Computer \$799 (\$399 Covered by Grant): <ul style="list-style-type: none"> • Model Number: GOLDBOOKPRO-10W • Specifications: 2-in-1 Computer with 11.6-inch touchscreen, Full Aluminum Case-Gold, Intel Dual-Core CPU (1.0GHz base - 2.4GHz burst frequency), 2GB DDR Memory, 32GB Storage, Wifi: 802.11N/AC Dual Band, Bluetooth 4.2, 2 USB 3.0, 1 mini HDMI, 3.5mm audio jack, Built-in Webcam, Battery: 4800mAh Li-Ion (8-12 hours). • Locked-down to only run Acellus to prevent malware and student distractions • Microsoft Windows 10 Educational • More Information 	\$ 799.00	\$ 215,730.00
9	Security Cart for Acellus GoldBook Pro Laptops \$1,995 (\$997 Covered by Grant): <ul style="list-style-type: none"> • Security and Storage Cart with 30 built-in charging stations for Acellus GoldBook Pro Computers. 	\$ 1,995.00	\$ 17,955.00
		Sub-Total:	\$ 233,685.00
		Shipping & Crating:	\$ 2,475.00
		Grant Amount:	\$ -116,842.50
International Academy of Science is the Sole Source for these items.		Amount to be Paid by School:	\$ 119,317.50

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Network Upgrade

AIPHS Technology ProForma Budget 2018					
Hardware	Qty	Description	Price	Amount	Comments
	1	Dell 7050i5 16GB 128GB Windows Pro	\$850.00	\$850.00	Workstation for Sean Gambrell
	2	Dell U2415H Screen	\$260.00	\$520.00	Dual Screen Monitor Setup for Sean Gambrell
	2	Ubiquiti Dome Video Cameras	\$165.00	\$330.00	Additional Video Dome Camera
	3	Ubiquiti Directional Video Cameras	\$185.00	\$555.00	Additional Video Directional Cameras
	16	Google Chromecast	\$40.00	\$640.00	Video Casting from laptop/tablet device to the Classroom LCD Screens
	1	Network Switch 24 port POE 500W	\$560.00	\$560.00	Additional Network Switch for Expansion
	20	HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00	Replacement Laptops for Teachers to use
		Total		\$15,455.00	
CyberSecurity	Qty	Description	Price	Amount	Comments
	1	Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00	Security Firewall device - 750Mbps throughput, 500Mbps, VPN throughput, with 9x1 GB Ethernet port, Recommended - 500 Clients
	40	BrightCloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00	Application to protect Windows and Mac machines from Viruses and Malware from the internet.
		Total		\$9,150.00	
Internet	Qty	Description	Price	Amount	Comments
	1	Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1800/month)	\$22,000.00	\$22,000.00	Internet Upgrade to accommodate increase on internet bandwidth needs. Cost shown for year and monthly will be \$1850.00/month
		Total		\$22,000.00	



Purchase Order No:

Confidential Price Quote (3111225)

8/14/2018

Pricing on this Proposal Guaranteed: 10/2/2018

Presented To: Anna Bach, anna.bach@aimschools.org

Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

SHIP TO: American Indian
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Oakland, CA 94610
USA

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USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

PLEASE NOTE: PURCHASE ORDERS RECEIVED AFTER JULY 10 CANNOT BE GUARANTEED FOR ON-TIME DELIVERY FOR THE START OF SCHOOL

Quoted Products: Cengage Textbooks 2018

Qty	Update Qty	Product	Price	Quoted Price	Total
30		Introduction to Statistics and Data Analysis, AP* Edition Peck/Olsen/Devore 3rd Edition [K12, 2010] 9781439047491 / 1439047499	\$168.00	\$168.00	\$5,040.00
30		Bundle: College Physics, 11th Student Edition + WebAssign (6-year access) Serway 11th Edition [K12, 2018] 9781337735339 / 1337735337	\$185.00	\$185.00	\$5,550.00
1		AP® Teacher's Resource Guide Serway 11th Edition [K12, 2018] 9781305965379 / 130596537X	\$26.00	\$0.00	FREE
30		Big Ideas Math Geometry: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2019] 9781642087611 / 1642087610	\$80.00	\$80.00	\$2,400.00
30		Bundle: Calculus, AP® Edition, 11th Student Edition + WebAssign™ (1-year access) Larson 11th Edition [K12, 2018] 9781337466691 / 1337466697	\$149.25	\$149.25	\$4,477.50
1		Teacher's Resource Guide Larson 11th Edition [K12, 2018] 9781337287005 / 1337287008	\$10.25	\$0.00	FREE
90		Big Ideas Math HS Algebra 2: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2015] 9781608408405 / 160840840X	\$80.00	\$80.00	\$7,200.00
		Bundle: Chemistry, AP® Edition, 10th Student Edition			

90		+ OWL™ (6-year access) Zumdahl/DeCoste 10th Edition [K12, 2018] 9781337427012 / 1337427012	\$163.75	\$163.75	\$14,737.50
1		Chemistry (AP Edition), Annotated Teacher's Edition Zumdahl 10th Edition [K12, 2018] 9781305957749 / 1305957741	\$239.75	\$0.00	FREE
1		Chemistry (AP Edition), AP® Teacher's Resource Guide Zumdahl 10th Edition [K12, 2018] 9781305957794 / 1305957792	\$9.75	\$0.00	FREE
90		Bundle: The American Pageant, AP® Edition, Updated, 16th Student Edition + MindTap (1-year access) , Kennedy 16th Edition [K12, 2016] 9781337227452 / 1337227455	\$150.50	\$150.50	\$13,545.00
1		The American Pageant, AP® Edition, Updated Teacher's Edition Kennedy 16th Edition [K12, 2016] 9781337090162 / 1337090166	\$94.75	\$0.00	FREE
1		The American Pageant, AP® Edition, Updated, Teacher Resource Guide Kennedy 16th Edition [K12, 2016] 9781337094313 / 1337094315	\$10.50	\$0.00	FREE
90		Precalculus with Limits : A Graphing Approach, High School Edition Larson 6th Edition [K12, 2012] 9781111427641 / 111142764X	\$137.00	\$137.00	\$12,330.00
1		Precalculus with Limits: A Graphing Approach, 6th: PowerLecture CDROM with ExamView Test Generator LARSON 6th Edition [STM, 2012] 9781111572808 / 1111572801	\$70.25	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Complete Solutions Guide LARSON/LARSON 6th Edition [STM, 2012] 9781111574024 / 1111574022	\$34.75	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Lesson Plans LARSON 6th Edition [K12, 2012] 9781111572600 / 1111572607	\$29.25	\$0.00	FREE
1		Precalculus with Limits: A Graphing Approach, 6th: Annotated Teacher's Edition LARSON 6th Edition [K12, 2012] 9781111572112 / 1111572119	\$163.75	\$0.00	FREE

Sub-Total: \$65,280.00

+ Estimated Shipping and/or Process Fee: \$0.00

TOTAL: \$65,280.00

Total Savings: \$689.00

Please attach a copy of the quote to the Purchase Order.

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8/14/2018

Pricing on this Proposal Guaranteed: **10/2/2018**

Presented To: Anna Bach, anna.bach@aimschools.org
Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

SHIP TO: American Indian
 Charter School
 Anna Bach
 746 Grand Avenue
 Oakland, CA 94610
 USA

BILL TO: American Indian
 Charter School
 Anna Bach
 746 Grand Avenue
 Oakland, CA 94610
 USA

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---	---

AP Environmental Science Text



Purchase Order No:

Confidential Price Quote (3205643)

8/16/2018

Pricing on this Proposal Guaranteed: 9/30/2018

Presented To: Anna Bach, anna.bach@aimschools.org

Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

SHIP TO: American Indian
Charter School
Anna Bach
746 Grand Avenue
Oakland, CA 94610
USA

BILL TO: American Indian
Charter School
Anna Bach
746 Grand Avenue
Oakland, CA 94610
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

Quoted Products: AP Environmental Science 2018

Qty	Update Qty	Product	Price	Quoted Price	Total
120		Bundle: Exploring Environmental Science for AP®, 1st Student Edition + MindTap (1-year access) Miller/Spoolman 1st Edition [K12, 2019] 9781337858151 / 1337858153	\$135.00	\$135.00	\$16,200.00
1		Exploring Environmental Science AP®, Teacher's Resource Guide Miller/Spoolman 1st Edition [K12, 2019] 9781337705691 / 1337705691	\$77.25	\$0.00	FREE
1		Exploring Environmental Science AP®, Teacher Edition Miller 1st Edition [K12, 2019] 9781337706070 / 1337706078	\$154.50	\$0.00	FREE
1		Exploring Environmental Science AP®, Fast Track to a 5 AP® Test Preparation Workbook Miller 1st Edition [K12, 2019] 9781337705745 / 1337705748	\$28.00	\$0.00	FREE

Sub-Total: \$16,200.00

+ Estimated Shipping and/or Process Fee: \$0.00

TOTAL: \$16,200.00

Total Savings: \$259.75

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 Confidential Price Quote (3205643)

8/16/2018

Pricing on this Proposal Guaranteed: 9/30/2018

Presented To: Anna Bach, anna.bach@aimschools.org

Prepared By: Robin Duncan, (831) 251-1774, robin.duncan@cengage.com

SHIP TO: American Indian
 Charter School
 Anna Bach
 746 Grand Avenue
 Oakland, CA 94610
 USA

BILL TO: American Indian
 Charter School
 Anna Bach
 746 Grand Avenue
 Oakland, CA 94610
 USA

Cengage Learning
 ATTN: Order Fulfillment
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Anna Bach <anna.bach@aimschools.org>

2018 Geography Quote

1 message

Kennedy, Patrick <pkennedy@follett.com>
To: Anna Bach <anna.bach@aimschools.org>

Thu, Aug 16, 2018 at 8:25 AM

Hi Anna,

I just wanted to share this as well if you need to present this to get approved. It shows how much you will save vs. the publisher. If you get these, I will also have the shipping waived.

I am leaving early today and out until Monday.

-Patrick



August 16, 2018

8205863
AMERICAN INDIAN CHARTER SCH
171 12TH ST
OAKLAND, CA 94607-4911
PO# NONE

The Educational Materials on the attached list are **on hold** for you and awaiting your authorization to ship.

Order Number:	2292608A		
Hold Expiration Date:	08/28/18		
Order Total:	\$9,874.80		
Sales Tax:	913.43	* Publisher/Manufacturer Price:	\$14,061.60

Shipping/Handling:	987.48	Your FSS Price:	\$9,874.80
	=====		=====
TOTAL:	\$11,775.71	Total Maximum Savings:	\$4,186.80
x		(If all items ship)	

Don't miss your opportunity for these significant savings!

E-mail, fax, mail, or call us with your purchase order, procurement/credit card or authorization to ship.

Please note, until FSS receives authorization to ship, quantities are subject to change. Please provide us with your authorization to ship as soon as possible.

Thank You!



Patrick Kennedy
 Sales Consultant
 pkennedy@follett.com
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**Follett School Solutions
 Order Status**

ORDER	ORDER DATE	MEDIA	HELD BY	ORDER STATUS
2292608A	08/13/18	PHONE	PATRICKK	HOLD FOR PO

FILE NO. 405

BILL TO: 8205863
 AMERICAN INDIAN CHARTER SCH
 171 12TH ST

SHIP TO: AMERICAN INDIAN CHARTER SCH
 ATTN:ANNA BACH
 171 12TH ST

OAKLAND, CA 94607-4911
 PO# NONE

OAKLAND, CA 94607-4911

Description	Qty Ordered	Qty	Status	FSS \$	Total \$
(1) GLEN 2018 GEOGRAPHY THE HUMAN AND PHYSICAL WORLD ISBN: 0-07-668046-0 ISBN-13: 9780076680467 Book	180	180	READY TO SHIP	54.86	9,874.80

TOTAL READY TO SHIP: 9,874.80

SALES TAX: 913.43

SHIPPING: 987.48

TOTAL ON ORDER / IN TRANSIT: 0.00

SALES TAX: 0.00

ESTIMATED SHIPPING: 0.00

TOTAL AVAILABLE: 11,775.71

Shipping - 987.48
11,775.71
 \$10,788.23

Issue your PO for \$11,775.71 for all books expected to be available.

Ready to Ship: These books are currently in stock and "Ready to Ship" pending your approval. Allow 3-7 business days for delivery.

Available: "Available to order" upon request, subject to publisher availability.

In Transit: These books are expected to arrive at FSS shortly. Pre-owned books need to pass our quality control inspections to FSS: before confirmed as available. Quantities subject to change.

Sourcing: These books are actively being sought but are not guaranteed available.

Out of Stock: These books are not available to order at this time.

* : Prices on New Publisher Materials are subject to change.

Return Policy:

FSS will accept authorized returns within 60 days from original invoice date. Prior authorization must be obtained. FSS must receive returned products within 30 days of authorization. FSS will pay return shipping costs for returns due to FSS error. Digital products are non-refundable once accessed online. Software is non-returnable once opened.

FSS will replace products or issue credits for returns with the exception of custom orders (including but not limited to bar-coded materials. FollettBound Platinum and BookGuard paperbacks). All materials must be returned in original condition (unopened and in original packaging or shrink-wrap where applicable.) Books stamped or otherwise altered after shipping are non-returnable.

Patrick Kennedy

Inside Sales Consultant, Textbook & Classroom



Tel: 877.899.8550 ext. 46192
 Direct: 708.884.6192
 Fax: 800.852.5458

Follett School Solutions
 1433 Internationale Parkway

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: C. Discussion and Possible Action Regarding
Purpose: Vote

Submitted by:

Related Material:

AIMS Employment Contract 2018-2019 - Ajuana Harrison.pdf
AIMS Employment Contract 2018-19 - Ezra Barany (Signed).pdf
AIMS Employment Contract 2018-19 Anthony Castellano (Signed).pdf
AIMS Employment Contract 2018-19 - Tareyton Russ (Signed).pdf
AIMS Employment Contract 2018-19 - Tiffany Tung (Signed).pdf
AIMS Employment Contract 2018-19 - Natasha Correia (Signed).pdf
AIMS Employment Contract 2018-2019 - Guiying Bevans Extended Year.pdf
AIMS Employment Contract 2018-2019 - Julienne Ahmad (Signed).pdf
AIMS Employment Contract 2018-19 Chaniel Clark.pdf
AIMS Employment Contract 2018-2019 - Janet Blondeau (Teacher).pdf
AIMS Employment Contract 2018-2019 - Robert Berning.pdf
AIMS Employment Contract 2018-19 Teressa Coenen.pdf
AIMS Employment Contract 2018-2019 - Mayra Contreras Revised.pdf
Aileen Wang 2018-19.pdf
MatthewGordanAIPHScontract.pdf
AIMS Employment Contract 2018-2019 - Jeong Kinser.pdf
Wen Liu 2018-19.pdf
AIMS Employment Contract 2018-19 - Guiying Bevans (Signed).pdf
AIMS Employment Contract 2018-19 - Frederick Dizon (Signed).pdf
AIMS Employment Contract 2017-18 2018-19 - Christopher Baker (Signed).pdf
AIMS Employment Contract 2018-19 - Maurice Williams (Signed).pdf
AIMS Employment Contract 2018-19 - Peter Holmquist (Signed).pdf
AIMS Employment Contract 2018-19 - Joseph Oh (Signed).pdf
AIMS Employment Contract 2018-19 Alejandra Orozco (Signed).pdf

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Ajuana Harrison**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Ajuana Harrison (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Ajuana Harrison Date: 6/8/18
 Address: 1222 54th Ave Oak. Ca 94601
 Telephone: (510) 253-6535

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Ajuana Harrison** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Ajuana Harrison Date: 6/8/18
 Address: 1220 54th Ave. Oak Ca 94601
 Telephone: (510) 253-6535

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Ajuana Harrison

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Ajuana Harrison (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Provisional Intern Permit	10/01/2017
Multiple Subject Credential	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Arman M. Fawzan* Date: 4/25/17
 Address: 1222 54th Ave. Oak. Ca. 94608
 Telephone: (510) 253-6535 Social Security Number: 557-73-0851

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
 Signature of AIMS Board

[Signature] Date: 4-19-17
 Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Ajuana Harrison (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,972**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Ezra Barany**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Ezra Barany* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Ezra Barany* Date: 5/17/18

Address: 271 Kingston Ave #109, Oakland, CA 94611

Telephone: 510-332-5886

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Ezra Barany

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Ezra Barany (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:**a. Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**4. COMPENSATION AND BENEFITS:****a. Salary: Compensation shall be \$56,363 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following**

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Single Subject: Physics	08/01/2019
Single Subject: Vocal Music	08/01/2019
Single Subject: Introductory Music	08/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to ~~perform coaching and/or other student activities~~ *teach Physics* as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Eva Vasquez* Date: 5/10/2017

Address: 771 Kingston Ave #108, Oakland, CA

Telephone: 510-337-5886 Social Security Number: 545-47-3138 ⁹⁴⁶¹¹

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 5-5-17
Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Ezra Barany** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Ezra Barany Date: 5/17/18

Address: 771 Kingston Ave #108 Oakland, CA 94612

Telephone: 510-332-5886

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Ezra Barany ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,153, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date



Dean



Date



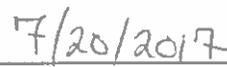
Superintendent



Date



AIMS Board



Date

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Anthony Castellano

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Anthony Castellano (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Counselor and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM -7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$75,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a ten month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran`s Day
January 21 -	Martin Luther King Day
February 18 -	President`s Day
May 27 -	Memorial Day
November 19 - 23	Thanksgiving Day Recess (10-month employees)
December 24 - January 4	Winter Break (10-month employees)
March 25 - 29	Spring Break (10-month employees)

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Pupil Personnel Services.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
- iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain

each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.

- v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.

- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

- b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above

mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee’s exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee’s employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month’s salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver

or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Anthony Castella Date: 5/18/18
 Address: 3881 Valley Ln El Sobrante, CA 94803
 Telephone: (510) 882-0686

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Tareyton Russ

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Tareyton Russ (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of School and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$115,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will

carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Administrative Services Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are

now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. **Extracurricular Assignments:** Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party

makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *Janeyla Russ* Date: *5-23-18*
 Address: *1110 King Loop Tracy Ca 95327*
 Telephone: *510-778-4442*

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT)**

PAGE 10 OF 10

DOCS 2553199.2

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Tiffany Tung

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Tiffany Tung (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Manager of Data, Accountability, and Operations and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$80,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. **Termination Without Cause:**

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Tiffiny Date: 5/23/18
Address: 171 12th St. Oakland, CA 94610
Telephone: (510) 843-8701

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

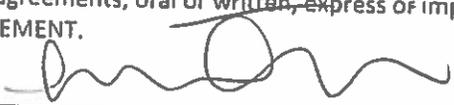
**Between
American Indian Model Schools
and
Natasha Correia**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Natasha Correia* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 05/24/18

Address: 746 GRAND AVE.

Telephone: _____

CHARTER SCHOOL APPROVAL:

Signature of AIMS Board

Date:

Superintendent of AIMS

Date:

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Natasha Correia* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 05/23

Address: 746 GRAND

Telephone: _____

CHARTER SCHOOL APPROVAL:

Signature of AIMS Board Date: _____

Superintendent of AIMS Date: _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Natasha Correia

This EMPLOYMENT AGREEMENT is entered into this July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and (Natasha Correia) (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$52,320.00 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Short Term Staff Permit	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10/26/17

Address: 200 Wayne Ave. Oakland, CA 94600.

Telephone: 415.691.1146 Social Security Number: 610 36 8211

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10.23.17
Superintendent of AIMS

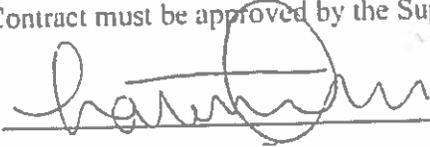
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Natasha Correia ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,855, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

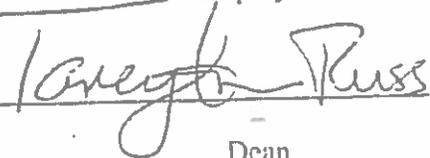
- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.



Employee

~~08/01/17~~ 08/01/17

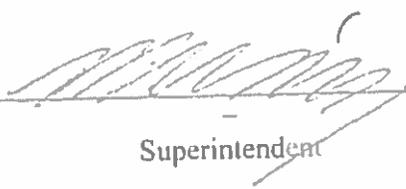
Date



Dean

7-28-17

Date



Superintendent

7-28-17

Date

AIMS Board

Date

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Guiying Bevans** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Guiying Bevans Date: 6/6/18

Address: 2191 Mills Ave. Menlo Park, CA 94028

Telephone: 650-862-8023

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Julienne Ahmad

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Julienne Ahmad (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Julia Taylor Date: 6/15/2018
Address: 2634 Whitefall Court Antioch, CA
Telephone: 925-783-8312

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Chaniel Clark

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Chaniel Clark (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$57,347.50 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 5/21/18

Address: 230 Wayne Ave Apt 209 Oakland CA 94605

Telephone: (415) 738-7699

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

Administrative Assistant I

Description: Under the direction of the Head of School the Administrative Assistant performs a variety of responsible clerical and operations duties to support the school of assignment.

Exempt: No. For the administrative exemption, employees must have a primary duty of performing office or nonmanual work directly related to the management or general business operations of the employer or the employer's customers, and their primary duty must include the exercise of discretion and independent judgment with respect to matters of significance.

Essential Job Functions:

Front Desk

- Secures reception area by registering students, staff, and school visitors upon entering building.
- Gives tours of school and provides detailed information about the school upon request.
- Answers phones, directs calls, records and conveys messages, receives questions and concerns of families and staff.
- Assists with office calendar, arranges appointments for Head of School.
- Receives and checks incoming mail and packages and distributes as necessary.
- Assists Head of School in managing parent and staff complaints.
- Supplies and processes forms for students and families.
- Maintains high standards of professionalism in all aspects of the job.

Attendance

- Contacts families regarding absent students, and organizes pickup of student work.
- Tracks student daily attendance using PowerSchool.
- Tracks student attendance and tardiness for purposes of truancy identification.
- Implements school enrollment policies including distribution, collection, and organization of enrollment applications.
- Maintains and ensures up-to-date and organized enrollment records in compliance with school, district, and state policy. Manages waitlist and enrollment lists.

Communication

- Communicates school policies, processes, and functions to students, families, and school staff through written memo and oral advice.
- Notifies teachers of schedule changes (intervention cancellation, etc.).
- Provides clerical support to Head of School and Deans.
- Maintains facilities. Communicates with facility crew to ensure repairs and requests are fulfilled.
- Manages copy machines. sets up wireless printers. orders supplies, calls in service requests, etc.).
- Serves as IT services contact person.

- Schedules and manages school-wide drills (fire/earthquake/intruder).

Reporting

- Assists Operations Department in gathering documents and completing reports as needed (Safe School Plan, SARC, SPSA, PENSEC, Attendance Audit, OCS requests, Notice of Violation).
- Assists Operations Department with obtaining documentation for all state reports.

Student Records/Enrollment

- Maintains immunization records for all students.
- Maintains student transcripts.
- Supports Operations Department with Public Lottery.
- Compiles teachers' monthly attendance reports.
- Drafts and submits district attendance reports each reporting month.
- Implements school enrollment policies.
- Maintains up-to-date class lists, and breakdowns of student demographics.

Miscellaneous

- Creates honor roll certificates each period and distributes to teachers.
- Ensures that all students without lunches are able to have a lunch meal.
- Facilitates Saturday school at least once every school year.
- Maintains up-to-date staff contact information.
- Contact person for monthly garage parking.
- Attends to sick/injured student's.
- Assists Head of School with orientation and training of new hires.
- Orders food for trainings and meetings.
- Attends options fairs to recruit students for AIM schools.
- Picture Day Coordinator.
- Coordinates Health Screening (Scoliosis, Vision, and Hearing) Coordinator.
- Monitors facility inspections (annual fire inspection, sprinkler system certification, fire extinguishers, etc.).
- Physical Fitness Test Site Coordinator (Supports PE teachers through PFT).
- Inventories Resources and orders supplies/materials.
- Other duties as assigned.

Qualifications

- Must be organized and detail-oriented.
- Must be capable of multi-tasking while maintaining a composed and professional demeanor.

Education and Experience:

- AA in related subject or Business School diploma.
- 1-3 years' experience with progressively increasing responsibility in administrative assistant role.

This is a non-exempt position. The incumbent is eligible for overtime compensation. The Board of Directors reserves the right to waive any minimum qualification.

Board Approved Revision: 12/14/16

FIXED TERM EMPLOYMENT AGREEMENT NON-CREDENTIALLED TEACHER

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Janet Blondeau

This EMPLOYMENT AGREEMENT is entered into this July 1st 2018, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the “Charter School”), and Janet Blondeau (hereinafter referred to as the “EMPLOYEE”). The Charter School and EMPLOYEE are collectively referred to as the “parties.”

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School’s charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School’s charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2018 and shall end on June 30, 2019.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 25 paid holiday/vacation days per school year, based on the attached 2018-2019 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$52,320.00** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2018. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. Employee represents that he/she possesses the following degree, license and/or certification: BA Degree or BS Degree, and CBEST.

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the

termination depending upon the circumstances.

- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *[Handwritten Signature]* Date: 6/13/2018 1:05pm
 Address: 3771 Latimer Place, Oakland, CA 94609
 Telephone: 510.908.0700

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Robert Berning** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Robert Berning Date: 6/11/18

Address: 1950 E 25th St Oakland, CA 94606

Telephone: 408-390-5254

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]
Between
American Indian Model Schools
and
*Robert Berning***

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Robert Berning*** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Robert Berning Date: 6/11/18

Address: 1950 E 25th St Oakland, CA 94606

Telephone: 408-390-5254

CHARTER SCHOOL APPROVAL:

Date:

Signature of AIMS Board

Date:

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Robert Berning

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Robert Berning (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,710** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential
Single Subject: Math

Expires
Life

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Robert B. [Signature] Date: 5/12/17

Address: 1258 E 25th SE

Telephone: 408-390-5254 Social Security Number: 369-50-9678

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 5-3-17
Superintendent of AIMS



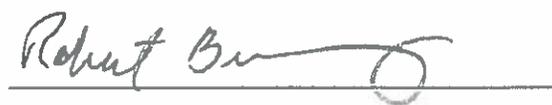
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Robert Berning ("Employee").

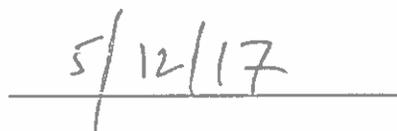
1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,031, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date



Dean



Date



Superintendent



Date



AIMS Board



Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Teresa Coenen**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Teresa Coenen** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/3/2018

Address: 1110 Parker St. Berkeley, CA 94702

Telephone: (805) 651-8072

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Teressa Coenen

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Teressa Coenen (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

- c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

09/01/2018

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

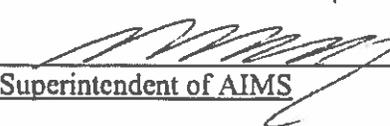
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/21/2017
 Address: 1110 Parker St. Berkeley CA (21) 94702
 Telephone: (805) 651-8072 Social Security Number: 611-22-0739

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 5-17-19
 Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Coenen* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 5/3/2018

Address: 1110 Parker St. Berkeley, CA 94702

Telephone: (805) 651-8072

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Teresa Coenen (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

4/21/2017

Date



Dean

4-19-17

Date



Superintendent

4-19-17

Date



AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Mayra Contreras

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Mayra Contreras (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of **\$54,818.00** (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. **Benefits:**

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave (“PSL”):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for “Cause.” “Cause” shall include, but is not limited to, breach of this Agreement; the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor,

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 6.15.18

Address: 1080 Stanford Ave Oakland 94608

Telephone: 925.207.1466

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Aileen Wang

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Aileen Wang (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

- | | |
|---------------|--|
| July 4 – | Independence Day (12-month employees) |
| September 3 - | Labor Day |
| November 12 – | Veteran’s Day |
| January 21 - | Martin Luther King Day |
| February 18 - | President’s Day |
| May 27 - | Memorial Day |
| TBD | Thanksgiving Day Recess (10-month employees) |
| TBD | Thanksgiving Day Recess (12-month employees) |
| TBD | Winter Break (10-month employees) |
| TBD | Winter Break (12-month employees) |
| TBD | Spring Break (10-month employees) |
| TBD | Spring Break (12-month employees) |

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

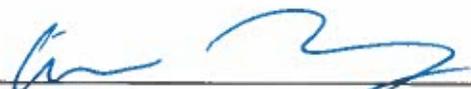
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-25-18

Address: 866 37th St. #2 Oakland, CA 94608

Telephone: (510) 286-9892

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Matthew Gordan

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Matthew Gordan (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (College Bound Kids) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: _____.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance

compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/8/18

Address: 185 Athol Ave, Apt. 27, Oakland, CA 94606

Telephone: 919-332-2462

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jeong Kinser Date: 4/23/2018
 Address: 31297 San Andreas Drive, Union City, CA 94587
 Telephone: 510-789-8667

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510 - 789-8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

- c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

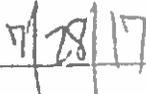
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	07/31/2017 _____ Date
 _____ Dean	 _____ Date
 _____ Superintendent	 _____ Date
_____ AIMS Board	_____ Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jeong Kinser

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Wen Liu

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Wen Liu (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Clerk III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$20.91 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associates Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

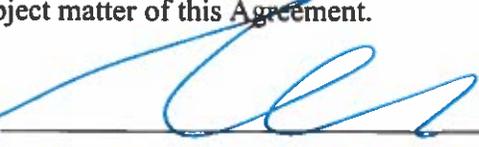
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 5825 A Jefferson Ave Richmond CA

Telephone: 6692008058

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Guying Bevans**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Guying Bevans* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Guying Bevans Date: 4/23/18

Address: #2191 Mills Ave. Menlo Park, CA 94025

Telephone: 650-862-8023

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Guiying Bevans

This EMPLOYMENT AGREEMENT is entered into on August 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Guiying Bevans (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,320 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	February 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Guadalupe Bevens Date: 10/24/17

Address: 2191 Mills Ave Menlo Park CA 94025

Telephone: 650-862-8023 Social Security Number: 761-51-1432

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Frederick Dizon**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Frederick Dizon** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 08 May 18
 Address: 1801 Shoreline Dr Apt 126 Alameda, CA 94501
 Telephone: 510 377 2543

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Frederick Dizon* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Frederick Dizon* Date: 25 APR 17

Address: 1801 Shoreline Dr Apt 126 Alameda CA 94501

Telephone: 510 377 2543

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

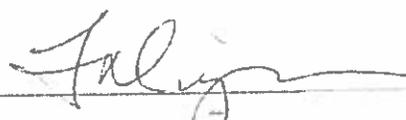
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Frederick Dizon ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

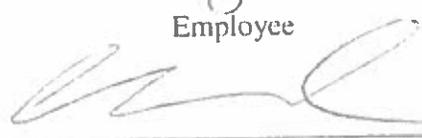
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

25 APR 17

Date



Dean

4-20-17

Date



Superintendent

4-19-17

Date



AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Frederick Dizon

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Frederick Dizon (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$53,901 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

05/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 25 APR 17

Address: 1801 Shoreline Dr Apt. 126 Alameda, CA 94607

Telephone: 510 377 2543 Social Security Number: 571 45 1248

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Christopher Baker

This EMPLOYMENT AGREEMENT is entered into this April 16, 2018, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the “Charter School”), and Christopher Baker (hereinafter referred to as the “EMPLOYEE”). The Charter School and EMPLOYEE are collectively referred to as the “parties.”

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School’s charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School’s charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,320** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Credential	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Christopher Baker (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Maurice Williams

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Maurice Williams (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will

carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. **Credential/Certificate:**

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are

now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party

makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: May 23, 2018

Address: 1082 E. 33rd Street, #

Telephone: 510 - 393 - 1012

CHARTER SCHOOL APPROVAL:

Dated: May 23, 2018

Signature of AIMS Board

Superintendent of AIMS

**AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT)**

PAGE 10 OF 10

DOCS 2553199.2

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Peter Holmquist

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Holmquist (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will

carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. **Credential/Certificate:**

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are

now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party

makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 05/23/18

Address: 5600 San Jose Ave Richmond CA 94804

Telephone: (510) 499-7779; (209) 815-5132

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT)**

PAGE 10 OF 10

DOCS 2553199.2

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joseph Oh** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Joseph Oh Date: 5/23/18
 Address: 3090 Glascock St 112, Oakland CA 94601
 Telephone: 510 995 6735

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Joseph Oh**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joseph Oh** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Joseph Oh Date: 5/23/18
 Address: 3070 Glascock St 112, Oakland CA 94601
 Telephone: 510 995 6735

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
 Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joseph Oh

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joseph Oh (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$56,351 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

10/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

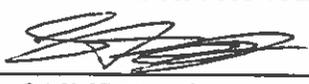
- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

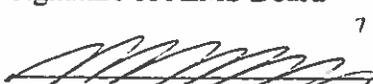
Employee Signature:  Date: 4/21/17

Address: 203 Devonshire, Pleasant Hill, CA 94523

Telephone: 510 326 9503 Social Security Number: 6890

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
Signature of AIMS Board

 Date: 4-19-17
Superintendent of AIMS



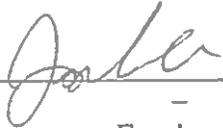
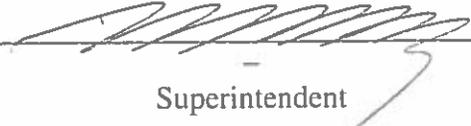
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joseph Oh (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,152**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4/21/17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4-19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Alejandra Orozco Alvarado**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Alejandra Orozco Alvarado* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/15/18

Address: 1539 6th Ave Oakland CA 94606

Telephone: 323-945-4072

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Alejandra Orozco Alvarado* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 5/15/18
 Address: 1539 6th Av Oakland CA 94606
 Telephone: 323-945-4072

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: E. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: AIMS Board Motion for Legal Committee.pdf
AIMS Board Motion for Legal Committee.docx

AIMS Board Motion to Make the Legal Committee an Ad Hoc Committee



The AIMS Board of Directors Moves to change the Legal Committee to an Ad Hoc Committee which will meet on an at-need basis. This motion is to be taken at the regular August Board Meeting, Tuesday 8/21/2018, and will be enacted immediately upon a majority vote in the affirmative by a quorum of the AIMS Board of Directors.

AIMS Board Motion to Make the Legal Committee an Ad Hoc Committee



The AIMS Board of Directors Moves to change the Legal Committee to an Ad Hoc Committee which will meet on an at-need basis. This motion is to be taken at the regular August Board Meeting, Tuesday 8/21/2018, and will be enacted immediately upon a majority vote in the affirmative by a quorum of the AIMS Board of Directors.

Coversheet

Discussion and Possible Action Regarding

Section:	III. Action Items
Item:	F. Discussion and Possible Action Regarding
Purpose:	Vote
Submitted by:	
Related Material:	2018-2019 Board Goals.docx 2018-2019 Board Goals.pdf

AIMS 2018-2019 Short-Term & Long-Term Goals



Short term: Within 90 days

1. Procopio settlement
2. Establish governance committee
3. Dissolve legal committee to Ad Hoc
4. Visit other charter schools and private schools in wealthy areas
5. Use BoarOnTrack methodologies

Long-Term: Within 1 year

1. CMO development
2. Name change from American Indian to AIMS K12
3. Expansion of the AIMS Board
4. Control AIMS narrative – Tell Our story – Develop Presentations about AIMS
5. Board should go out and make the ask – fundraising, tours for students, access to job boards, etc.
6. Create development committee
7. Create Academic Committee
8. Update ByLaws

More than 1 year:

1. Replication of School model – tied to expansion of board goal and governance
2. Question – Does the board want to expand revenue base other than state funds?
 - If so, what form should it take?

Goals for governance committee:

1. Creating board welcome packet for onboarding and training
2. Develop Board Recruitment Plan

AIMS 2018-2019 Short-Term & Long-Term Goals



Short term: Within 90 days

1. Procopio settlement
2. Establish governance committee
3. Dissolve legal committee to Ad Hoc
4. Visit other charter schools and private schools in wealthy areas
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Long-Term: Within 1 year

1. CMO development
2. Name change from American Indian to AIMS K12
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More than 1 year:

1. Replication of School model – tied to expansion of board goal and governance
2. Question – Does the board want to expand revenue base other than state funds?
 - If so, what form should it take?

Goals for governance committee:

1. Creating board welcome packet for onboarding and training
2. Develop Board Recruitment Plan

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: G. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: AIMS Board Motion for Development Committee.pdf
AIMS Board Motion for Development Committee.docx

AIMS Board Motion to Create an Ad Hoc Funds Development Committee



The AIMS Board of Directors Moves to create an Ad Hoc Funds Development Committee which will meet on an at-need basis. This motion is to be taken at the regular August Board Meeting, Tuesday 8/21/2018, and will be enacted immediately upon a majority vote in the affirmative by a quorum of the AIMS Board of Directors.

AIMS Board Motion to Create an Ad Hoc Funds Development Committee



The AIMS Board of Directors Moves to create an Ad Hoc Funds Development Committee which will meet on an at-need basis. This motion is to be taken at the regular August Board Meeting, Tuesday 8/21/2018, and will be enacted immediately upon a majority vote in the affirmative by a quorum of the AIMS Board of Directors.

Coversheet

Discussion and Possible Action Regarding

Section:	III. Action Items
Item:	H. Discussion and Possible Action Regarding
Purpose:	Vote
Submitted by:	
Related Material:	AIMS Board - Meeting Dates Calendar 2018-2019.pdf AIMS Board - Meeting Dates Calendar 2018-2019.docx

DRAFT - AIMS 2018-2019 Board Meeting Dates

Current Committee Schedules

Month	Finance Committee 1 st Thursday	Facilities Committee 2 nd Thursday	Board Meetings 3 rd Tuesday
August	8/2/2018	8/9/2018	8/21/2018
September	9/6/2018	9/13/2018	9/18/2018
October	10/4/2018	10/11/2018	10/16/2018
November	11/1/2018	11/8/2018	11/20/2018
December	None	None	None
January	1/3/2019	1/10/2019	1/15/2019
February	2/7/2019	2/14/2019	2/19/2019
March	3/7/2019	3/14/2019	3/19/2019
April	4/4/2019	4/11/2019	4/16/2019
May	5/2/2019	5/9/2019	5/21/2019
June	6/6/2019	6/13/2019	6/18/2019

DRAFT - AIMS 2018-2019 Board Meeting Dates

With Facilities Committee Meeting Every 3 Weeks

Month	Finance Committee 1st Thursday	Facilities Committee 2nd Thursday	Board Meetings 3rd Tuesday
August	8/2/2018	8/9/2018 8/30/2018	8/21/2018
September	9/6/2018	9/20/2018	9/18/2018
October	10/4/2018	10/11/2018	10/16/2018
November	11/1/2018	11/1/2018 11/22/2018	11/20/2018
December	None	None	None
January	1/3/2019	1/10/2019 1/31/2019	1/15/2019
February	2/7/2019	2/21/2019	2/19/2019
March	3/7/2019	3/14/2019	3/19/2019
April	4/4/2019	4/4/2019 4/25/2019	4/16/2019
May	5/2/2019	5/16/2019	5/21/2019
June	6/6/2019	6/6/2019 6/27/2019	6/18/2019

DRAFT - AIMS 2018-2019 Board Meeting Dates

Current Committee Schedules

Month	Finance Committee <i>1st Thursday</i>	Facilities Committee <i>2nd Thursday</i>	Board Meetings <i>3rd Tuesday</i>
August	<i>8/2/2018</i>	<i>8/9/2018</i>	<i>8/21/2018</i>
September	<i>9/6/2018</i>	<i>9/13/2018</i>	<i>9/18/2018</i>
October	<i>10/4/2018</i>	<i>10/11/2018</i>	<i>10/16/2018</i>
November	<i>11/1/2018</i>	<i>11/8/2018</i>	<i>11/20/2018</i>
December	<i>None</i>	<i>None</i>	<i>None</i>
January	<i>1/3/2019</i>	<i>1/10/2019</i>	<i>1/15/2019</i>
February	<i>2/7/2019</i>	<i>2/14/2019</i>	<i>2/19/2019</i>
March	<i>3/7/2019</i>	<i>3/14/2019</i>	<i>3/19/2019</i>
April	<i>4/4/2019</i>	<i>4/11/2019</i>	<i>4/16/2019</i>
May	<i>5/2/2019</i>	<i>5/9/2019</i>	<i>5/21/2019</i>
June	<i>6/6/2019</i>	<i>6/13/2019</i>	<i>6/18/2019</i>

DRAFT - AIMS 2018-2019 Board Meeting Dates

With Facilities Committee Meeting Every 3 Weeks

Month	Finance Committee <i>1st Thursday</i>	Facilities Committee <i>2nd Thursday</i>	Board Meetings <i>3rd Tuesday</i>
August	8/2/2018	8/9/2018 8/30/2018	8/21/2018
September	9/6/2018	9/20/2018	9/18/2018
October	10/4/2018	10/11/2018	10/16/2018
November	11/1/2018	11/1/2018 11/22/2018	11/20/2018
December	None	None	None
January	1/3/2019	1/10/2019 1/31/2019	1/15/2019
February	2/7/2019	2/21/2019	2/19/2019
March	3/7/2019	3/14/2019	3/19/2019
April	4/4/2019	4/4/2019 4/25/2019	4/16/2019
May	5/2/2019	5/16/2019	5/21/2019
June	6/6/2019	6/6/2019 6/27/2019	6/18/2019

Coversheet

Public Comment on Closed Session Items

Section: IV. Closed Session
Item: A. Public Comment on Closed Session Items
Purpose: FYI
Submitted by:
Related Material: Public_Comment_Speaker_Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____
