



# AIMS K-12 College Prep Charter District

## Regular Board Meeting

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### Date and Time

Tuesday September 18, 2018 at 6:30 PM PDT

### Location

171 12th Street, Oakland CA, 94607

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

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### Agenda

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

	Purpose	Presenter	Time
<b>C. Adoption of Agenda</b>	Vote		2 m
- Board President, Mr. Steven Leung			
<b>D. Public Comment on Non-Agenda Items</b>			10 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b><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></b>			
<b>E. Public Comment on Agenda Items</b>			10 m
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<b>II. Non-Action Items</b>			<b>6:55 PM</b>
<b>A. President's Report</b>	FYI		5 m
- Board President, Mr. Steven Leung			
<b>B. Superintendent's Report</b>	FYI		5 m
- Superintendent Woods-Cadiz			
<b>C. AIMS K-12 Report</b>	FYI		5 m
- Head of School - Mr. Tareyton Russ			
- Division Heads - Mr. Peter Holmquist, Mr. Maurice Williams, Mr. Christopher Ahmad, & Ms. Erin Oh			
<b>D. Human Resources Report</b>	FYI		5 m
- Human Resources Coordinator, Ms. Alma Morales			

	Purpose	Presenter	Time
<b>E. Operations Report</b>	FYI		5 m
<ul style="list-style-type: none"> <li>- Data, Accountability, and Operations Director, Ms. Marisol Magana</li> <li>- Data, Accountability, and Operations Manager, Ms. Tiffany Tung</li> </ul>			
<b>F. Finance Report</b>	FYI		5 m
<ul style="list-style-type: none"> <li>- Chief Business Officer, Ms. Katema Ballentine</li> <li>- CSMC School Business Manager, Ms. Adrienne Barnes</li> </ul>			
<b>G. ELD Coordinator Report</b>	FYI		5 m
<ul style="list-style-type: none"> <li>- ELD Coordinator, Ms. Vannee Chand</li> </ul>			
<b>H. Bay Area Community Resources</b>	FYI		5 m
<ul style="list-style-type: none"> <li>- BACR Coordinator, Mr. Carlos Castro</li> </ul>			
<b>III. Action Items</b>			<b>7:35 PM</b>
<b>A. Consent Calendar</b>	Vote		10 m
<ol style="list-style-type: none"> <li>1. Personnel Report                             <ul style="list-style-type: none"> <li>- Human Resources Coordinator, Ms. Alma Morales</li> </ul> </li> <li>2. Approval of Board Meeting Minutes for August 21, 2018</li> <li>3. Approval of Updated Conflict of Interest Code                             <ul style="list-style-type: none"> <li>- Superintendent Woods-Cadiz</li> </ul> </li> <li>4. Approval of Liability Insurance Continuance                             <ul style="list-style-type: none"> <li>- Superintendent Woods-Cadiz</li> </ul> </li> <li>5. Approval of Swing Deposit                             <ul style="list-style-type: none"> <li>- Human Resources Coordinator, Ms. Alma Morales</li> </ul> </li> <li>6. Approval of Internet Contract for Roosevelt                             <ul style="list-style-type: none"> <li>- Data, Accountability and Operations Director, Ms. Marisol Magana</li> </ul> </li> <li>7. Approval of State Charter Schools Facilities Incentive Grants Program                             <ul style="list-style-type: none"> <li>- Data, Accountability and Operations Director, Ms. Marisol Magana</li> </ul> </li> </ol>			
<b>B. Discussion and Possible Action Regarding Approval to Purchase Transportation Vehicles</b>	Vote		5 m
<ul style="list-style-type: none"> <li>- Superintendent Woods-Cadiz</li> </ul>			
<b>C. Discussion and Possible Action Regarding Professional Boundaries Policy</b>	Vote		5 m

	Purpose	Presenter	Time
- Superintendent Woods-Cadiz			
<b>D.</b> Discussion and Possible Action Regarding Consensual and Voluntary Relationship Agreement	Vote		5 m
- Superintendent Woods-Cadiz			
<b>E.</b> Discussion and Possible Action Regarding Board Resolution Regarding New Board Appointees	Discuss		5 m
- Board Director, Ms. Toni Cook			
<b>F.</b> Discussion and Possible Action Regarding Finalized Board Calendar	Vote		5 m
- Board Director, Ms. Toni Cook			
<b>IV. Closed Session</b>			<b>8:10 PM</b>
<b>A.</b> Public Comment on Closed Session Items	FYI		10 m
Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b><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></b>			
<b>B.</b> Recess to Closed Session	Discuss		45 m
- Possible Litigation			
<b>C.</b> Reconvene from Closed Session	Vote		2 m
Roll Call			
<b>D.</b> Report from Closed Session	FYI		3 m
- Board President, Mr. Steven Leung			
<b>V. Closing Items</b>			<b>9:10 PM</b>
<b>A.</b> Items for Next Agenda	Discuss		5 m

	Purpose	Presenter	Time
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-			
-			
-			
<b>B. Adjourn Meeting</b>	FYI		

# Coversheet

## Human Resources Report

**Section:** II. Non-Action Items  
**Item:** D. Human Resources Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** HR Report 9-21-18 updated 9.17.18 .pdf

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# HUMAN RESOURCES REPORT

## 9-18-2018

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# Current Vacancies: 4

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1. **Division K/1: Teacher, First Grade**
2. **Division 2/5: Instructional Assistant**
3. **High School: Teacher, Chemistry**
4. **High School: Teacher, Spanish**

# Human Resources

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- **New Hire: Chief Business Officer**
  - **Separation: HR Coordinator**
  - **New Hire In Process: Secretary, Board of Directors**
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# Coversheet

## Operations Report

**Section:** II. Non-Action Items  
**Item:** E. Operations Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** AIMS Operations Board Report 9.18.18.pdf



# AIMS OPERATIONS Report

By

Ms. Magaña Operations Director  
Ms. Tung Operations Manager

# Operations Update

- Continue to stabilize/increase enrollment
- Set-up district wide Picture Day
- Started to do data reporting for CALPADS Fall 1
- Obtaining bids on various projects for the schools
- Supporting with facilities needs
- Continue to work with BACR and discussed expansion of the program
- Supporting district wide lunch program
- Completed reports for OUSD Office of Charters
- Set up exam dates with Vision to Learn
- Training with Enroll Oakland for enrollment for 2019-2020 school year

# Lunch Program Participation/ Eligibility

## Roosevelt - K-1 - 100

FRL Eligibility: Free-53 Reduced-22 Paid-25

## 12th Street - 492

FRL Eligibility: Free-309 Reduced-92 Paid-91

## High School - 178

FRL Eligibility: Free-119 Reduced-28 Paid-31

# Community Outreach & Partnerships

We will be partnering with Oakland Natives Give Back for the second year in a row in the Citywide Attendance Challenge. They are a nonprofit organization based out of Oakland that addresses the truancy and chronic absenteeism epidemic in public schools. Last year we had two winners that won \$500, one student from AIPHS and another from AIPCS II.

## **Who are Oakland Natives Give Back:**

Oakland Natives Give Back promotes daily school attendance and youth development in pursuit of a future in which 100% of Oakland students graduate from high school. Oakland Natives Give Back Fund Inc. (ONGB) is an Oakland based nonprofit that addresses the truancy and chronic absenteeism epidemic in public schools with innovative programs and strategic initiatives that engage in the entire community.

## **What is the Citywide Attendance Challenge?**

During the 2018-2019 academic school year all OUSD and OUSD public charter school students can enter to win \$500 for their daily school attendance. Registered students will also have a chance to win bonus prizes and cash awards ranging from \$25 to \$100 for their on-time attendance on selected days throughout the school year.

## **How Many Awards of \$500 will be given?**

Oakland Natives Give Back will award \$500 to 20 winners at the end of each round. If you student is selected they will be notified by phone and email to claim your prize. Registered students will have a chance to win bonus prizes and cash rewards ranging from \$25 to \$100 if they qualify.

# Coversheet

## Finance Report

**Section:** II. Non-Action Items  
**Item:** F. Finance Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** 2017-18 Unaudited actuals\_ab edits.pdf

# A LOOK INTO 2017-18 UNAUDITED ACTUALS

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AMERICAN INDIAN MODELS SCHOOLS

BOARD MEETING: SEPTEMBER 18, 2018

# INTRODUCTION

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**Per California Education Code 42100**, On or before September 15, each charter school shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the charter school for the preceding fiscal year and shall file the statement with the entity that approved the charter school.

The forms prescribed by the Superintendent of Public Instruction shall be adopted as regulations by the State Board of Education, and may be amended periodically to accommodate changes in statute or government reporting standards.

*(Amended by Stats. 2002, Ch. 1058, Sec. 2. Effective January 1, 2003.)*

# SUMMARY

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- American Indian Models schools closed the 2017-2018 books with a net surplus of \$952,463 and ending fund balance of \$6,081,843. This encouraging outlook was influenced by the following changes:
- Increases to revenues, mostly local revenues at sites
- Lower depreciation expenses than budgeted. This was due to the acquisition of property later in the year, therefore less time for depreciation impact.
- Conservative spending patterns

# AIPCS I

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## SCHOOL INFORMATION

- ADA 143.09
- Enrollment 146 Students

## UNAUDITED ACTUALS SUMMARY

- Local Revenues increase(ASB, School site Funds, Other Local Revenue,)
- 17/18 all schools received Facility Incentive Grant
- Depreciated Expenses lower than expected

# AIPCS 11

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## SCHOOL INFORMATION

- ADA 631.26
- Enrollment 647 Students

## UNAUDITED ACTUALS SUMMARY

- Local Revenues increase(ASB, School site Funds, Other Local Revenue,)
- 17/18 all schools received Facility Incentive Grant
- Depreciated Expenses lower than expected

# AIPHS

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## SCHOOL INFORMATION

- ADA 342.96
- Enrollment 360 Students

## UNAUDITED ACTUALS SUMMARY

- Local Revenues increase(ASB, School site Funds, Other Local Revenue,)
- 17/18 all schools received Facility incentive grant
- Conservative spending practices; a positive impact from purchasing supplies at the beginning of the school year.

## American Indian Model Schools

July 2017 - June 2018

Description	CMO	American Indian Public Charter 6-8	American Indian Public Charter II K-8	American Indian Public High School	Total
<b>Revenue Limit</b>		\$1,306,553	\$5,843,530	\$3,705,646	\$10,855,729
<b>Federal Revenue</b>		\$161,990	\$631,379	\$144,851	\$938,220
<b>Other State Revenue</b>		\$288,887	\$528,537	\$120,849	\$938,272
<b>Local Revenue</b>	\$796,079	\$38,290	\$141,509	\$15,854	\$991,732
<b>Total Revenue</b>	\$796,079	\$1,795,719	\$7,144,956	\$3,987,200	\$13,723,953
<b>Certificated Salaries</b>	-	\$404,472	\$2,174,288	\$1,320,335	\$3,899,094
<b>Classified Salaries</b>	-	\$298,135	\$1,215,847	\$469,870	\$1,983,852
<b>Employee Benefits</b>	-	\$177,523	\$827,430	\$420,531	\$1,425,483
<b>Personnel Expenses</b>	-	\$880,129	\$4,217,565	\$2,210,736	\$7,308,429
<b>Books and Supplies</b>	\$35,853	\$33,724	\$530,850	\$671,499	\$1,271,926
<b>Services &amp; Other Operating Expenses</b>	\$760,226	\$258,892	\$938,035	\$640,996	\$2,598,149
<b>Capital Outlay</b>		\$28,897	\$233,194	-	\$262,091
<b>Other Outgo</b>		\$264,731	\$775,244	\$290,919	\$1,330,895
<b>Operational Expenses</b>	\$796,079	\$586,244	\$2,477,323	\$1,603,414	\$5,463,061
<b>Total Expenses</b>	\$796,079	\$1,466,373	\$6,694,888	\$3,814,150	\$12,771,490
<b>Net Income</b>	-	\$329,346	\$450,068	\$173,050	\$952,463

# AIMS CASH

American Indian Model Schools			
Available Cash Analysis as of 06/30/2018			
	(most recent closed period)		Comments
<b>Total Cash</b>		\$ 3,675,653.00	Cash Balances as of 6/30/2018 - not including Petty Cash
<i>Less:</i>			
	CD	\$ (352,539.00)	Funds held as requirement for East/West Bank Loan
	Total Current Liabilities	\$ (1,347,587.00)	includes Accounts Payable & Accrued Salaries/taxes/benefits
	Restricted Net Assets (in fund balance)	\$ (200,818.00)	Includes Measure N funds (HS) received that may be returned
	Scholarship Fund Balance	\$ (222,315.00)	
	Restricted Current Year Revenue		Title I/II/III, Restricted Lottery, Nutrition, Prop 39 Clean Energy
	Restricted Scholarship Current Year Revenue		Funds received YTD, not yet encumbered
	OUSD Required Reserve (3%)	\$ (383,144.70)	3% of YTD expenditures
	East West Bank DTI Reserve Requirement	\$ (693,000.00)	Projected year-end surplus equivalent to 1.5x Debt Service
<b>Available Cash</b>		<b>\$ 476,249.30</b>	
<i>Less</i>			
	<b>AIMS Cash Flow Reserve (2 months)</b>	<b>\$ (3,577,214.25)</b>	<b>Average monthly expenditures for 2018-19</b>
<b>Available Cash Less Cash Flow Reserve</b>		<b>\$ (3,100,964.95)</b>	

# AIMS FINANCIAL SERVICES RECOMMENDATION

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In partnership with the staff at Charter School Management Company (CSMC) and the fiscal staff at American Indian Model Schools, staff recommends the approval of the updated 2017-2018 Unaudited Actuals for American Indian Model Schools per the summary in this report. OUSD may choose not to accept this update as it is presented past their internal deadline.

The final report is ready for Board approval and submission to the County Office of Education by Sept. 15.

# Coversheet

## Consent Calendar

**Section:** III. Action Items  
**Item:** A. Consent Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2018-8-21 Board Meeting Minutes DRAFT.pdf  
HR Personnel Report 9-18-2018.pdf  
Amended Conflict of Interest Code.pdf  
Swing.pdf  
RFP Insurance Broker.docx.pdf  
Comcast Internet - Roosevelt.pdf  
Comcast Sales Order - Roosevelt.pdf  
GA - American Indian Public Charter.pdf



# American Indian Model Schools

## BOARD MEETING AGENDA

Tuesday, August 21<sup>st</sup>, 2018 @ 6:30 pm

171 12th Street  
Oakland, CA 94607

### I. CALL TO ORDER 6:41

### II. ROLL CALL

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

Quorum Established

### III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2<sup>nd</sup>: Director Thompson

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

Motion: Passes

### 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  
SL- We have hired a new board secretary  
MWC- Has set their goals at the retreat – support for getting long term housing for the board

**2. Superintendent's Report**

- Superintendent Woods-Cadiz

**Director Wan arrives 6:50 pm**

**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

- **Motion: Director Cook moves to approve the consent calendar**  
**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

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

**Motion: Director Cook moves to approve the purchase of additional textbooks, reallocation of funds, and by-back presented**

**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

3. Discussion and Possible Action Regarding **Approval of Remaining 2018/2019 Employee Contracts**
  - HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

**Motion: Director Cook moves to approve the 2018-2019 Employee Contracts**

**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

4. Discussion and Possible Action Regarding **Approval of AIMS Un-Audited Actuals**
  - CSMC School Business Manager, Ms. Adrienne Barnes

**Motion: Director Cook moves to approve giving authority to the finance committee to approve the Un-Audited Actuals from CSMC by September 15<sup>th</sup>**

**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

**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

**Motion: Director Cook moves to make the Legal Committee ad hoc, and to create a Governance Committee as agreed upon in the Board Goals developed at the Board Retreat. When the Governance Committee meets, it will do so at the same time that the Legal Committee previously had**

**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

**5. Discussion and Possible Action Regarding Approving AIMS Board Long-Term and Short-Term Goals Developed at Board Retreat**

- Board President, Mr. Steven Leung

**Motion: Director Cook moves to approve the Board Goals as stated**

**2<sup>nd</sup>: Director Thompson**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

**6. Discussion and Possible Action Regarding Approval to Create an Ad Hoc Funds Development Committee**

- Board President, Mr. Steven Leung

**Motion: Director Thompson moves to approve the creation of an Ad Hoc Funds Development Committee to raise funds for the school for various needs, and to meet on an as needed basis**

**2<sup>nd</sup>: Director Cook**

<b>President Leung</b>	<b>Y</b>
<b>Director Thompson</b>	<b>Y</b>
<b>Director Cook</b>	<b>Y</b>
<b>Director Wan</b>	<b>Y</b>
<b>Director Edington</b>	

**Motion: Passes**

**7. Discussion and Possible Action Regarding Approval of AIMS 2018-2019 Board Calendar**

- Board Secretary, Ms. Toni Cook

**Director Cook moves to table this item until the September meeting, and asks to be sent the 4D Board Calendar from 2017-2018 in order to draft a new 2018-2019 4D Board Calendar which will reflect the Governance Committee potential meeting dates, agenda setting meeting dates**

**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 8:18 pm**

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 9:14 pm**

**XI. ROLL CALL**

<b>President Leung</b>	<b>P</b>
<b>Director Thompson</b>	<b>P</b>
<b>Director Cook</b>	<b>P</b>
<b>Director Wan</b>	<b>P</b>
<b>Director Edington</b>	

**Quorum Established**

**XI. REPORT FROM CLOSED SESSION**

- **The AIMS Board approves the dismissal/release presented based on the administration’s recommendation, and to pay final wages by September 5<sup>th</sup>**
- **The AIMS Board approves the proposed hiring of a Finance Manager based on the recommendation of the Superintendent**

**XII. ITEMS FOR NEXT AGENDA**

- **4D Board Calendar**

**XIII. ADJOURNMENT 9:17 pm**

**NOTICES:** The next regular meeting of the Board of Directors Meeting will be held on September 18<sup>th</sup>, 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

## Personnel Report AIPCS, AIPCS II, AIPHS - September 2018

First Name	Last Name	AIPCS I, II, or HS	Position	Hire/ Termination Date	Employ, Resign, Or Terminate
Ana Maria	Barraza	AIPHS	Teacher	8/22/2018	Employ
Winifred	Day	AIPCS II	Teacher	8/27/2018	Employ
Mishaelle	Hammer	AIPCS II	Teacher	8/13/2018	Employ
Scott	Hannon	AIPHS	Teacher	8/20/2018	Employ
Jennifer	Hart	AIPHS	Teacher	8/13/2018	Employ
William	Minh	AIPCS II	Teacher	8/8/2018	Employ
Aja	Minor	AIPHS	Teacher	8/3/2018	Employ
Teresa	Pedamkar	AIPCS II	Teacher	8/22/2018	Employ
Cassandra	Stevens	AIPCS II	Teacher	8/28/2018	Employ
Jakleen	Saleb	AIPHS	Substitute Teacher	8/22/2018	Employ
Jamie	Fox	AIPCS II	Instructional Assistant	8/9/2018	Employ
Issam	Girgis	AIPHS	Instructional Assistant	8/15/2018	Employ
Erin	Kim	AIPCS II	Instructional Assistant	8/13/2018	Employ
Koulee	Noukhay	AIPHS	Instructional Assistant	8/17/2018	Employ
Teresa	Pedamkar	AIPCS II	Instructional Assistant	8/13/2018	Employ
Katema	Ballentine	Central	Cheif Business Officer	9/4/2018	Employ
Nesha	Patel	Central	Board Secretary	8/13/2018	Employ
Alicia	Rodriguez	AIPCS II	Clerk 1	9/5/2018	Employ
Bria	Wilson	AIPCS II	Clerk 3	8/13/2018	Employ
Yolanda	Manuel	AIPHS	Student Supervisor Aide	8/22/2018	Employ
Haijian	Huang	AIPCS II	Student Supervisor Aide	8/20/2018	Employ
Nesha	Patel	Central	Board Secretary	8/31/2018	Resign
Nathaniel	Schickman	Central	Board Secretary	8/30/2018	Resign
Ledah	Duncan	AIPCS II	Administrative Assistant	8/17/2018	Resign
Eleonara	Clark	AIPCS II	Clerk 3	6/12/2018	Resign
Nia	Snipes	AIPCS II	Clerk 3	7/26/2018	Resign
Yolanda	Manuel	AIPHS	Student Supervisor Aide	9/10/2018	Resign
Natasha	Correia	AIPHS	Teacher	8/17/2018	Terminate
Winifred	Day	AIPCS II	Teacher	9/11/2018	Terminate
Lauren	Dascole	AIPCS II	Teacher	6/13/2018	Terminate
Maria	Lacebal-Valdez	AIPCS I	Teacher	6/13/2018	Terminate

**American Indian Model Schools**  
171 12th Street  
Oakland, California  
(510) 893-8701, (510) 452-3200, Fax

**Amended Conflict of Interest Code**

1. Standard Code of FPPC

The Political Reform Act of 1974 (Gov. Code, § 81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, American Indian Model Schools, a California nonprofit public benefit corporation (“Corporation”) operating American Indian Public Charter School, American Indian Public Charter School II, and American Indian Public High School, California public charter schools, is therefore required to adopt such a code. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (Cal. Code of Regs., tit. 2, § 18730) that contains the terms of a model conflict of interest code (“Model Code”), which can be incorporated by reference as an agency’s code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

2. Adoption of Standard Code of FPPC

The terms of California Code of Regulations, title 2, section 18730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code (the “Code”) of Corporation. This Code shall take effect when approved by the Alameda County Board of Supervisors, and shall thereupon supersede any and all prior conflict of interest codes adopted by Corporation.

3. Filing of Statements of Economic Interests

Pursuant to Section 4 of the Model Code set forth in California Code of Regulations, title 2, section 18730, subdivision (b), each person designated set forth in the Appendix shall file a Statement of Economic Interests (“Form 700”) with the Secretary of Corporation, which will make the statements available for public inspection and reproduction. Upon receipt of the statements of the designated employees, the Secretary shall retain the originals of these statements, and forward copies to the Clerk of the Alameda County Board of Supervisors upon request.

**APPENDIX TO  
AMENDED CONFLICT OF INTEREST CODE  
OF AMERICAN INDIAN MODEL SCHOOLS**

**Preamble**

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this conflict of interest code (“Code”) may request a formal opinion or letter of advice from the Fair Political Practices Commission (“FPPC”) or an opinion from legal counsel to American Indian Model Schools, a California nonprofit public benefit corporation (“Corporation”). (Gov. Code, § 83114; Cal. Code of Regs., tit. 2, § 18730, subd. (b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code, § 83114, subd. (a).)

Opinions rendered by legal counsel to Corporation do not provide a statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party’s reliance on such legal counsel’s opinion as evidence of good faith. In addition, Corporation may consider whether such reliance should constitute a mitigating factor to any disciplinary action that Corporation may bring against the requesting party under Government Code section 91003.5.

**I.**

**Persons Designated**

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Board Members	1 through 6
Superintendent	1 through 6
Finance Officer	1 through 6
Head of School	1 through 6
Academic Manager	4 through 6
Dean of Operations	1 through 6
Secretary to the Board of Directors	1 through 6

Consultants, as that term is defined under California Code of Regulations, title 2, section 18700.3, and any employee in a newly created position, as that term is defined under California Code of Regulations, title 2, section 18219, shall comply with California Code of Regulations, title 2, section 18734, regarding the filing of interim disclosure. The Superintendent may determine that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. This determination shall include a description

of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection by the Corporation in the same manner as this Code. Nothing herein excuses any such consultants or new employees, as defined above in this paragraph, from any other provision of this Code.

## II.

### Disclosure Categories

#### Category 1. Reportable Investments

A person designated in this category shall report all reportable investments, as defined in Government Code section 82034, in business entities located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's schools are located, which business entities operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

#### Category 2. Reportable Interests in Real Property

A person designated in this category shall disclose all interests in real property, as defined in Government Code sections 82033 and 82035 that are within two (2) miles of any of the facilities utilized by the Corporation's schools and that are of the type and legal description that can be utilized for public school use.

#### Category 3. Reportable Income

A person designated in this category shall disclose all income as defined in Government Code section 82030 received by the designated employee during the reporting period from business entities or other sources located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's school is located, which business entities or sources operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

#### Category 4. Less-Inclusive Reportable Investments

A person designated in this category shall disclose only investments as defined in Government Code section 82034 in any business entity which, within the previous two (2) years, has contracted with or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 5. Less-Inclusive Reportable Income

A person designated in this category shall disclose only that reportable income as defined in Government Code section 82030 which is derived from a business entity or other source which, within the previous two (2) years, has contracted with Corporation or the schools or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business in Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 6. Business Positions

A person designated in this category shall disclose the information described below by completing Form 700, Schedule C, with respect to any business entity that provides facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or the schools. A person designated shall list (a) the name and address of each such business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management; (b) a description of the business activity in which each such business entity is engaged; and (c) the person's designated position with each such business entity.



Human Resources &lt;hr@aimschools.org&gt;

## Re: Swing and AIMS 17-18 Year End Report and Prepay

Jerry Lee <jerry@swingeducation.com>

Wed, Aug 29, 2018 at 5:59 PM

To: Alma Morales <alma.morales@aimschools.org>, Human Resources <hr@aimschools.org>, Peter Saechao <peter.saechao@aimschools.org>

Cc: Melanie Reeves <melanie@swingeducation.com>

Peter and Alma,

Thanks for the calls today.

I wanted to lay out the three options we discussed for your finance committee and share some context on where we are:

### Overall Context

- AIMS has set the daily rate paid to subs at \$160/day, which after our current 25% service fee ( $\$160 \times 1.25$ ), meant \$200/day filled by Swing invoiced to AIMS
- For the 17-18 school year, Swing filled 736 sub days for AIMS schools at a 91% fill rate for a total billing of **\$142K+**
- For this school year, Swing has already filled 139 sub days for AIMS at a 99% fill rate in the month of August 2018 alone, for a total billing of **\$28K+**
- Swing is in the process of moving all our school partners to a Prepay model (with the option of remaining pay-as-you-go at a higher fee). This is the standard way we do business with new schools and we're working closely with our existing partners on an option that works for them

### Option 1 - Prepay

- This is our preferred option that keeps the service fee at 25%. We believe it has multiple and mutual benefits in 1) minimizing accounting overhead and weekly invoices and 3) increasing sub budget controls for our school partners
- We typically ask our school partners to prepay for 3 months worth of anticipated service based on the prior years usage (**\$50K**).
- Given the strong, positive partnership to date and feedback from Peter and Alma, we agreed to lower that number to \$7,500 per school or **\$35K total**. That proposal is reflected in the attached addendum.

### Option 2 - Deposit

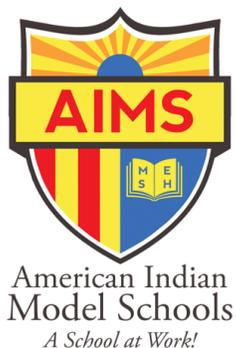
- We don't typically offer this option, but our Head of Finance is open to extending it to AIMS: this option would also keep the service fee at 25% for a deposit of **\$15K**
- The Deposit will be held by Swing, and applied to the School's invoices during the last 3 months of the school year and any Deposit balance remaining on June 30th of each year will be returned to AIMS. The Deposit will be fully refundable to the School within 30 days of the written termination of the Contract by either party. All or any portion of the Security Deposit may be used by Swing Education to (i) cure AIMS default in payment of invoices, (ii) pay SwingSub(s) for work completed at AIMS in advance of the Amount Due being collected from the school.

### Option 3 - Pay-As-You-Go at Higher Service Fee

- We definitely want to give our school partners the option of staying Pay-as-you-go. We will be increasing our service fee (what Swing makes per successful fill) from 25% to 35% of the daily pay rate to subs, for the schools that want to stay on that billing model. Here's the math on a per Swing fill basis:
  - AIMS determines and sets the daily pay rate paid to subs at \$160/day (you can change this rate, but it may affect your fill rates)
  - Pay-as-you-go option (35% fee):  $\$160 \times 1.35 = \$216/\text{day}$  for each Swing Sub fill

The recruitment fee change isn't on the table as that one-time \$2500 charge is already well below market, used to defray the costs of losing a strong sub from our pool and because a portion of that fee is shared with our subs to celebrate their full-time offer and acceptance.

We've done our best to be flexible and responsive to your feedback and hope you can also appreciate the concessions we're making on our end to find an option that works for both AIMS and Swing. Please let me know if you have any follow-up questions.



**American Indian Model Schools**

171 12<sup>th</sup> Street  
Oakland, CA 94607-4900  
510.893.8701  
[www.aimschools.org](http://www.aimschools.org)

REQUEST FOR PROPOSAL  
FOR AN INSURANCE BROKER

MARCH 20, 2018

American Indian Model School (AIMS) is a public charter school within the Oakland Unified School District serving student from grade K-12. The school operates two (2) elementary schools and one (1) high school. The school operates under a Board of Directors who have authority over the governance of the schools.

American Indian Model School (AIMS) is requesting proposals from qualified proposers to serve as an Insurance Broker for their three (3) charter schools consisting of American Indian Public Charter School, American Indian Public Charter School II, and American Indian Public High School.

Proposals are due no later than 4:00 P.M. Pacific Time, Monday, April 16, 2018 to the Finance Office, American Indian Model School, 171 12<sup>th</sup> Street, Oakland, CA 94607. Proposals will be accepted by electronic media to the email address: [finance@aimschools.org](mailto:finance@aimschools.org).

Proposer also certifies the it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, gender, disability, genetic information, or any other classification protected by federal, California state constitutional, or statutory law; and does not and will not maintain or provide its employees any segregated facilities at any of its establishments.

American Indian Model School offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, gender, disability or genetic information.

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American Indian Model Schools  
171 12<sup>th</sup> St. Oakland, CA 94607  
510.893.8701 [www.aimschools.org](http://www.aimschools.org)

COMPANY NAME

ADDRESS			PHONE	FAX
CITY	STATE	ZIP	E-MAIL ADDRESS	
Names and signatures below certify that you understand and agree to all information in this Request for Proposal.				
AUTHORIZED REPRESENTATIVE (Print)			Signature	Date

GENERAL CONDITIONS:

1. Proposals are due to the Finance Office, American Indian Model School, 171 12<sup>th</sup> Street, Oakland, CA 94607 no later than 4:00 P.M., Pacific Time, Monday, April 16th, 2018.
2. Initial contract period will run July 1, 2018 to June 31, 2019 with the option to extend annually for up to four (4) additional consecutive one (1) year periods if agreeable to all parties.
3. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:
  - a. Executive summary, company organization, primary contact for this proposal.
  - b. Provide a brief description of the history and organization of the firm and of any proposed subcontractor.
  - c. Describe your firm’s internal organization and the way Services will be furnished. Provide an example of the structure of servicing a current account like American Indian Model School.
  - d. Must be licensed in the State of California. Copies of business licenses, professional certifications or other credentials, together with evidence that the firm and its principals are in good standing and qualified to conduct business in California. Proof of Errors and Omissions coverage is required.
  - e. Minimum of five (5) years in business as a firm.
  - f. Company background and qualifications referenced: Five (5) clients from whom you have currently provided comparable services for K-12 or higher education within the last two (2) to three (3) years. Please include contact name, address, telephone number, and email address.
  - g. A qualified principal with five (5) years’ experience in commercial lines insurance brokerage in California.
  - h. Experience providing insurance brokerage services to Government entities in California.
  - i. Safety and Loss Control experience
  - j. Identify the account team structure your firm would use with American Indian Model school. List the names of the proposed account service team and describe each member’s service role. Include at least two qualified individuals from your firm having a minimum of five years’ experience. Provide the Number of full time employees.

American Indian Model Schools  
 171 12<sup>th</sup> St. Oakland, CA 94607  
 510.893.8701 www.aimschools.org

- k. Describe the steps you would take in reviewing the School's current insurance program and designing changes to the program. Include specific techniques and procedures your firm may use to assist in identifying current and anticipated new exposures to loss.
  - l. A detailed cost proposal, including any travel costs and other expenses. As the School may award a contract based on the initial offer, the initial offer should be made on the most favorable terms available. Include broker service compensation on the basis of, one (1) fee for service or two (2) commission. If compensation is commission based, provide detailed commission structure in the proposal.
  - m. Emergency contact. 24-Hour Emergency Name and Telephone Number.
  - n. Must have an A.M. Best Rating of A- or better. If not A.M. Best, then a copy of most recent financial statement filed with the California Department of Insurance. It should include the most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant data.
  - o. Proposal plan.
  - p. Support services and training. Provide the company name, address, telephone number, fax number and E-mail address of the branch that will directly serve the school.
  - q. Fee schedule
  - r. Completed and Signed Certificate of Non-Discrimination Form
  - s. Completed and Signed Request for Proposal Agreement
  - t. Exceptions
4. Insurance coverage for this request includes:
- a. Commercial Property and Liability
  - b. Umbrella/Excess Liability
  - c. General Liability
  - d. Commercial Crime
  - e. Automobile
  - f. Directors and Officers Legal Liability
  - g. Student Accident Liability
  - h. Volunteers Liability
  - i. Worker's Compensation
  - j. Employment Practices Liability
5. The Proposal should reflect a Comprehensive package for all the insurance coverage required and requested.
6. Proposer to submit five (5) complete hardcopy sets (original and 4 copies). Time, date and name of RFP must be clearly marked on face of sealed envelope. All price quotations and related materials must be in a sealed envelope.
7. Estimated proposal timing:
- |                           |                |
|---------------------------|----------------|
| a. RFP Issued             | March 20, 2018 |
| b. Deadline for Questions | April 15, 2018 |
| c. RFP Due                | April 16, 2018 |
| d. RFP Evaluation Begins  | April 16, 2018 |

- e. Presentations April 17, 2018
  - f. Board Approval April 17, 2018
  - g. Implementation April 18, 2018
8. The proposals will be evaluated, and a vendor selected using the following criteria:
- a. Project Plan
  - b. Firm Experience, Qualifications, and Personnel
  - c. Cost
  - d. References related to K-12 Schools







# BUSINESS SERVICE ORDER AGREEMENT

**Account Name:** American Indian Model Schools

**WB ID#:** 20291282

CUSTOMER BILLING INFORMATION	
Billing Account Name American Indian Model Schools	City Oakland
Billing Name (3rd Party Accounts)	State California
Address 1 1926 E 19TH ST, RM 15	ZIP Code 94606
Address 2	Billing Contact Email
Billing Contact Name Clive Isip	Billing Contact Bus. Phone
Tax Exempt?*	Billing Fax Number
*If yes, please provide and attach tax exemption certificate.	

## AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Comcast Business SmartOffice: By signing below, Customer agrees and accepts the SmartOffice Services Addendum found at <http://business.comcast.com/terms-conditions/index.aspx>.

### Comcast Business SmartOffice Licenses:

AL: 001785, 001789 Complaints may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392 Montgomery, AL 36116, (334) 264-9388; AR: 2536 Regulated by the Department of Arkansas State Police, 1 State Police Plaza Drive Little Rock, Arkansas 72209, (501) 618-8600; AZ: ROC 307346, BTR 18286-0; CA: CSLB 1028256, ACO 7677 Licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814; CT: ELC 0189754-C5, ELC 0202487-C5; DE: SSPS 13-225; FL: EF0000279; GA: LVU406354; IL: PACA 127-001555; LA: F2257; MD: 107-1937; ME: LM50017039; MI: 3601206519; MN: TS674413; MS: 15030170; NC: 1937-CSA; NJ: Burglar Alarm Business Lic. # 34BF00052000; NM: 379095; NY: licensed by the N.Y.S. Department of State 12000317423; OR: CCB 199939; SC: BAC-13662; TN: ACL 2006, ACL 2002; TX: B18966 Licensed by the Texas Department of Public Safety Private Security Board, P.O. Box 4087, Austin, TX 78773, (512) 424-7293; UT: 8788186-6501; VA: 2705151177, DCJS 11-15181; VT: ES-02366; WA: COMCABS846NU; WASHINGTON, DC: ECS 904217, BBL 602517000001; WV: WV051524. Valid 10/2/17. See [www.business.comcast.com/smartoffice](http://www.business.comcast.com/smartoffice) for current list.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

### 911 NOTICE

Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Service, Comcast must have the correct service address for each telephone number used by the Company. If the Voice Service or any Voice Service device is moved to a different location without Company providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location may also increase these risks.
- The Voice Service uses electrical power in the Company's premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem.
- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.
- **BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE
By signing below, customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://www.comcast.com/business/legal">http://www.comcast.com/business/legal</a> .
Signature:
Print:
Title:
Date:

FOR COMCAST USE ONLY
Sales Representative: <b>Amy Snyder</b>
Sales Representative Code:
Sales Manager/Director:
Sales Manager/Director Approval:
Division: <b>West</b>
Lead ID: <b>20291282</b>
Contract Generation Date: 9/4/2018

SOA Version: SMB3.36



# BUSINESS SERVICE ORDER AGREEMENT

Account Name: American Indian Model Schools

WB ID#: 20291282

## Comcast Company Address Information

Arizona  
8251 N Cortaro Road  
Tucson, AZ 85743

California  
3011 Comcast Place  
Livermore, CA 94551

Colorado  
183 Inverness Drive West  
Englewood, CO 80112

Colorado  
8000 E. Iiff Avenue  
Denver, CO 80231

Connecticut  
222 New Park Drive  
Berlin, CT 06037

Georgia  
2925 Courtyard Drive  
Norcross, GA 30071

Illinois  
1500 McConnor Parkway  
Schaumburg, IL 60173

Michigan  
41112 Concept Drive  
Plymouth, MI 48170

Minnesota  
10 River Park Plaza  
St. Paul, MN 55107

New Mexico  
4611 Montbel Place  
Albuquerque, NM 87107

New York  
21 Old RT 6  
Carmel, NY 10512

Oregon  
9605 SW Nimbus Avenue  
Beaverton, OR 97008

Pennsylvania  
1701 JFK Boulevard  
Philadelphia, PA 19103

Tennessee  
2030 E. Polymer Drive  
Chattanooga, TN 37421

Tennessee  
660 Mainstream Drive  
Nashville, TN 37228

Texas  
8590 West Tidwell Road  
Houston, TX 77040

Virginia  
5401 Staples Mill Road  
Richmond, VA 23228

Washington  
15815 25th Avenue  
Lynnwood, WA 98087

SOA Version: SMB3.36

Account Name: American Indian Public Charter School II

SA ID#: CA-ASny-090418-01

Opp ID#: 12137240

**CUSTOMER INFORMATION (for notices)**

Primary Contact: Clive Isip  
 Title: \_\_\_\_\_  
 Address 1: 171 12th Street  
 Address 2: \_\_\_\_\_

City: Oakland  
 State: CA  
 Zip: 94607  
 Allowable Contract Date: 9/9/9999

Phone: (415) 312-3617  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: cisip@inconnectivity.com  
 Contract Generated Date: 09/04/2018

**SUMMARY OF CHARGES (Details on following pages)**

Service Term (Months):

**SUMMARY OF SERVICE CHARGES\***

**SUMMARY OF STANDARD INSTALLATION FEES**

Total Ethernet Monthly Recurring Charges: \$ 550.00  
 Total Trunk Services Monthly Recurring Charges: \$ 0.00  
 Total Off-Net Monthly Recurring Charges: \$ 0.00  
**Total Monthly Recurring Charges (all Services): \$ 550.00**

Total Ethernet Standard Installation Fees\*: \$ 0.00  
 Total Trunk Services Standard Installation Fees: \$ 0.00  
 Total Off-Net Standard Installation Fees: \$ 0.00  
**Total Standard Installation Fees (all Services): \$ 0.00**

**SUMMARY OF CUSTOM INSTALLATION FEES**

**Total Custom Installation Fee: \$ 0.00**  
 Amortized Custom Installation Fee \$ 0.00

**SUMMARY OF EQUIPMENT FEES**

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00  
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00  
**Total Monthly Recurring Equipment Fees (all Services): \$ 0.00**

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## ETHERNET SERVICES AND PRICING

**Account Name:** American Indian Public Charter School II

**Date:** September 04, 2018

**SA ID#:** CA-ASny-090418-01

**Opp ID#:** 12137240

**Short Description of Service:**

**Service Term (Months):** 12

**Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-10100	Port	1926 E 19TH ST-RM 15- American Indian Model Schools 1926 E 19TH ST					\$ 0.00	\$ 0.00
2	New	Add	EDI-50	50 Mbps	1926 E 19TH ST-RM 15- American Indian Model Schools 1926 E 19TH ST				Interstate	\$ 530.00	\$ 0.00
3	New	Add	IPv4 Static Address Block /30 (2)	Static IP Block	1926 E 19TH ST-RM 15- American Indian Model Schools 1926 E 19TH ST					\$ 20.00	\$ 0.00
* Services Location Details attached						<b>Total</b>				Service Charges: \$ 550.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Equipment Fees: \$ 0.00	



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICE LOCATION DETAIL INFORMATION

**Account Name:** 
     
 **SA ID#:** 
     
 **Opp ID#:** 
     
 **Date:**

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	1926 E 19TH ST-RM 15- American Indian Model Schools	1926 E 19TH ST	RM 15	OAKLAND	CA	94606				Alexander Lee	(510) 893-8701	aimserate@aimschools.org	Yes	No

### Comcast Enterprise Services Sales Order Form Ethernet Transport Services Performance Tier (PT) Matrix

Metra	PA	CAR	CMM	CGA	CO	ETH	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTH	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Central New Mexico (CNM)	PT3	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	
Central Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3
Eastern Tennessee (ETH)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3										
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT2									
Jacksonville (JAC)	PT3	PT3	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT2									
Mid-Atlantic (MAT)	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTH)	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3										
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1



2018-05-15



CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14

STATE CHARTER SCHOOL FACILITIES  
INCENTIVE GRANTS PROGRAM (CFDA 84.282D)

By and Among:

California School Finance Authority

And

American Indian Public Charter,

A California Charter School

**ARTICLE I - PURPOSE**

- A. THIS GRANT AGREEMENT (AGREEMENT) IS MADE this first day of September 2018 (Effective Date), between the California School Finance Authority (Authority) and American Indian Public Charter (CDS 1612596113807), a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (Subgrantee). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Subgrantee has applied to the Authority for funding for its charter school facilities project (Project) under the State Charter School Facilities Incentive Grants Program (CFDA #84.282D) (Grant) and the regulations for its implementation provided in Title 4, California Code of Regulations, Section 10176 et. seq.
- C. Subgrantee's Application, which is attached hereto as Exhibit A, has been determined by the Authority to meet all eligibility requirements, and the Subgrantee was awarded a Grant through a competitive application process.
- D. The Subgrantee's Project may involve reimbursement of eligible rent or debt service payments, construction or renovation of a facility, or the acquisition of a facility or real property.
- E. The Authority proposes to grant an award to the Subgrantee from the State Charter School Facilities Incentive Grant Program on the terms and conditions herein contained.
- F. The Subgrantee proposes to apply all funds received as a Grant award toward the Project on the terms and conditions herein contained.
- G. The term of this Agreement shall be thirty-six (36) months from September 1, 2019 through August 31, 2022, unless, at the Authority's discretion, the time period is amended in writing.
- H. This Grant's apportionments are contingent upon the receipt of funds in each budget period as scheduled by the United States Department of Education.

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**ARTICLE II – DEFINITIONS**

Section 2.1 – COMMITMENT LETTER means the Authority’s notification to the Subgrantee that contains the terms and conditions of funding, attached hereto as Exhibit D (incorporated herein by reference).

Section 2.2 – DOCUMENT RESOLUTION means Authority resolution number 06-07 “Approving the Forms of Grant Agreement,” dated January 24, 2006.

Section 2.3 – ELIGIBLE COSTS means those designated Project costs consistent with the Grant and the Grant Documents, and approved by the Authority as set forth in the Authority’s Commitment Letter attached hereto as Exhibit D.

Section 2.4 – EXECUTIVE DIRECTOR means the Executive Director authorized to act on behalf of the Authority.

Section 2.5 – FUNDING RESOLUTION means Authority resolution number 18-16 “Approving Awards and Authorizing the Disbursement of Funds under the Fourteenth Funding Round of the State Charter School Facilities Incentive Grants Program,” dated August 17, 2018.

Section 2.6 - GRANT or GRANT PROGRAM means the State Charter School Facilities Incentive Grant.

Section 2.7 – GRANT DOCUMENTS means this Agreement, Program Regulations, Subgrantee’s Application, Document Resolution, Funding Resolution, and the Commitment Letter, including any and all exhibits to such documents.

Section 2.8 – GRANT PERIOD means the thirty-six (36) month period commencing September 1, 2019 through August 31, 2022, unless, at the Authority’s discretion, the time period is amended.

Section 2.9 – PROJECT means the project, as specifically described in the school’s application and set forth in Exhibit E, unless a change in Project has been authorized by the Authority in writing pursuant to Program Regulations Section 10186.

Section 2.10 – REGULATIONS or PROGRAM REGULATIONS means the California Code of Regulations, Title 4, Division 15, Article 2 (commencing with section 10176), as may be amended from time to time.

**ARTICLE III – DELEGATION OF AUTHORITY**

Section 3.1 – Pursuant to the Funding Resolution, the Executive Director is authorized to take actions for, on behalf of, and in the name of the Authority, including, but not limited to:

- (a) Taking all steps necessary with respect to the Subgrantee, including notifying the Subgrantee whether its Application has been approved for funding, preparing a Commitment Letter for the Subgrantee, preparing and executing the final form of Grant

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- Agreement, and disbursing funds pursuant to the Grant Agreement and the Authority's Regulations;
- (b) Approving changes in the Project when necessary and authorized under the Regulations;
  - (c) Drawing money from the Authority's Fund, not to exceed the amount approved by the Authority for the Subgrantee.
  - (d) Executing and delivering to the Subgrantee any and all documents necessary to complete the transfer of funds;
  - (e) Undertaking any and all actions necessary to execute and deliver any and all documents that the Executive Director deems necessary or advisable in order to effectuate the purposes of the Documents Resolution approved by the Authority; and
  - (f) Decreasing or increasing (increase by no more than 20 percent), assuming funds are available to make such increases, Subgrantee award amounts between the time of board approval and grant agreement execution.

**ARTICLE IV – REPRESENTATIONS AND WARRANTIES**

The Subgrantee makes the following representations and warranties to the Authority:

Section 4.1 – LEGAL STATUS. The Subgrantee represents and warrants that:

- (a) An approved charter has been awarded and is in place and current at the time of application, and will remain so without interruption throughout the application review and approval process.
- (b) The charter school is in good standing with its chartering authority and is in compliance with the terms of its charter at the time of application submission and will remain so without interruption throughout the term of the Grant. The Authority will rely on information from the chartering authority regarding the school's good standing and compliance with the terms of its charter. Charter schools may appeal any response by the chartering authority's staff directly to the chartering authority's governing board. It shall be the charter school's responsibility, and not the Authority's, to ensure that the good standing and compliance response letter is received by the stated deadline.
- (c) The charter school has completed at least one school year of instructional operations under its current County-District-School (CDS) Code and charter number issued by the California Department of Education.
- (d) If a district-dependent charter school, the school can demonstrate operational and financial autonomy from its authorizing district.
- (e) The charter school is not a current Subgrantee pursuant to the 2014 State Charter School Facilities Incentive Grants Program (Rounds 12-13).
- (f) At least eighty percent (80%) of the instructional time offered by the charter school shall be at the school site, and the charter school shall attain an average daily attendance (ADA) rate of at least eighty percent (80%) based on the school's most recent CALPADS or CBEDS report.
- (g) The charter school is established pursuant to Education Code section 47600, et seq., and also meets the Federal definition of charter school as defined in section 5210(1) of the Elementary and Secondary Education Act of 1965 (20 USCA section 7221(i)), as amended by the No Child Left Behind Act of 2001.
- (h) The charter school admits students by lottery in the event more students want to attend the school than the school can accommodate.

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- (i) The charter school is able to demonstrate costs are eligible pursuant to Section 10178 of the Regulations.
- (j) The charter school is in compliance with all other programs administered by the Authority, where applicable. Where an educational management organization (EMO) has submitted an application on behalf of a charter school, the compliance of affiliate charter schools within the EMO is not a requirement.
- (k) The charter school is actively and continuously registered with System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) and has no delinquent federal debt and has no active exclusions on the SAM record.

The Subgrantee understands that to be eligible to receive funding under this Grant it must continuously satisfy each of these legal requirements, as they may be amended, throughout the length of time the Project will be assisted by the Grant Program.

Section 4.2 – AUTHORIZATION. This Agreement has been duly authorized, executed, and delivered by the Subgrantee, and is a valid and binding Agreement of the Subgrantee.

Section 4.3 – PROJECT. The Project as set forth in Exhibit E attached hereto meets the criteria defined in the Regulations.

Section 4.4 – ELIGIBLE COSTS. The costs set forth in Exhibit E attached hereto meet the criteria defined in Section 10178 of the Regulations. Grant funds may not be applied to costs other than those approved herein.

Section 4.5 – GRANT DOCUMENTS. The Subgrantee warrants that (a) the Subgrantee has access to professional advice to the extent necessary to enable the Subgrantee to fully comply with the terms of the Grant Documents; and (b) the Subgrantee has the full power and authority to execute the Grant Documents.

## **ARTICLE V - CONDITIONS PRECEDENT TO EACH DISBURSEMENT**

The obligation of the Authority to make any disbursements under the Agreement is subject to all of the following conditions:

Section 5.1 – EVENT OF DEFAULT. There shall not exist an Event of Default, as defined in this Agreement, and there shall exist no event, omission, or failure of condition, which, after notice of lapse of time, would constitute an Event of Default, as defined in this Agreement.

Section 5.2 – DOCUMENTATION. The Subgrantee shall deliver to the Authority in form and substance satisfactory to the Authority this Agreement and any other documents required by the Authority prior to beginning monthly disbursements, and no later than September 30, 2018.

Additionally, the Subgrantee shall deliver to the Authority in form and substance satisfactory to the Authority any documents required by the Authority to verify continued eligibility prior to beginning each semi-annual disbursement cycle, no later than February 28 and August 31 of each year.

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Section 5.3 – CERTIFIED RESOLUTION. This Agreement shall be accompanied by a certified resolution from the Subgrantee’s governing body authorizing its execution (See Exhibit C hereof).

Section 5.4 – FUNDING CONDITIONS. The Subgrantee has met all terms and conditions of funding in accordance with the Regulations and the Authority’s Funding Resolution.

Section 5.5 – TERMS OF COMMITMENT. In the event the Subgrantee has not fulfilled all terms and conditions precedent set forth in this Article IV within thirty (30) days of the Subgrantee’s execution of this Agreement, the Authority’s obligation under this Agreement shall automatically terminate, unless at the Authority’s discretion, the time period is extended in writing.

**ARTICLE VI – GRANT DISBURSEMENT PROCEDURES**

Section 6.1 – DISBURSEMENT PROCEDURES. Disbursements of the Grant shall not commence until this Agreement is executed by all parties and the requirements of the Authority are satisfied. Disbursements of the Grant shall only be applied for the Eligible Costs of Project as set forth by the Authority and subject to the Authority’s Funding Resolution. Pursuant to Section 10186 of Program Regulations, the Subgrantee shall obtain prior written authorization from the Authority for any change in the use of Grant funds.

Any unspent Grant funds and unspent investment earnings shall immediately revert to the Authority.

Section 6.2 - DISBURSEMENT PROCESS. The Subgrantee may request disbursement of Grant funds up to, but not exceeding, its total Grant award in accordance with the Eligible Costs set forth by the Authority. Only one disbursement request per month will be allowed against the Grant. In order to maintain eligibility to receive disbursements, requests for disbursement and verification of continued eligibility must be submitted during February and August of each year, or more often as disbursements may be requested, and must be supported by documentation sufficient in the Authority’s determination to support payment. Subgrantee must provide all documentation verifying Eligible Costs sufficient to allow disbursement of an annual portion (one-third) of the full award on or before August 31<sup>st</sup> of each year as described in Section 5.2 above. The Authority shall use its best efforts to respond to a disbursement request within thirty (30) business days after the receipt of such disbursement request. The request for disbursement must contain at least the information in substance and form of Exhibit B attached hereto and shall include:

- a copy of the prime construction contract including the clauses prescribed in 29 C.F.R. Subtitle A Part 5.5;
- the most recent Application and Certificate for Payment (Signed by the prime contractor/construction management company and notarized by a notary public);
- Updated Continuation Sheet (Completed by the prime contractor/construction management company and attached to the Application and Certificate for Payment);
- Any Change Orders (Provided by the prime contractor/construction management company); and

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- Statement of Compliance (form WH 348) required by all vendors (contractor or subcontractors) providing labor.

The Subgrantee shall not receive a disbursement until the Subgrantee corrects any deficiencies or discrepancies to the satisfaction of the Authority.

Incomplete documentation of annual Eligible Costs due each August will cause the Subgrantee to forfeit the undisbursed portion of the annual award (one-third of the full award), for the respective annual period.

Pursuant to section 10185 of Program Regulations, the Subgrantee shall provide verification that the Project has been initiated within one year of the award date and shall annually provide sufficient documentation to approve disbursement equal to each year's award. The Subgrantee also shall provide semi-annual progress reports to the Authority.

Funds are to be applied toward current costs at the time of disbursement and/or during the specified funding period; therefore, a delay in the processing of any disbursement may result in a loss of Grant funds. Grant funds may not be applied retroactively.

The Subgrantee's expenditure of Grant funds for uses not described in the Subgrantee's Application or the request for disbursements which deviate, without Authority authorization, in any category from the approved uses of Grant proceeds listed in the Commitment Letter and subject to the Authority's Funding Resolution, may result in the suspension of subsequent Grant disbursements and may be deemed by the Authority to constitute an Event of Default hereunder. The amount of all ineligible Grant expenditures shall be immediately repaid to the Authority.

If it is determined that funds are used for costs other than Eligible Costs, the Authority may suspend subsequent Grant disbursements. If warranted, the Authority may take action consistent with Article VIII of this Agreement.

Section 6.3 – AMOUNT OF DISBURSEMENT. Grant proceeds shall be disbursed up to the amount authorized under this Grant Agreement and only for Eligible Project Costs. Any unused Grant funds shall revert to the Authority.

Section 6.4 – DISBURSEMENT PERIOD. The initial disbursement of Grant proceeds shall be made no later than September 30, 2018 upon fulfillment of all requirements; and all Grant disbursements shall be disbursed no later than August 31, 2022. Consistent with Title 34, Code of Federal Regulations (CFR), Part 80 and 31 CFR Part 205, the Subgrantee must minimize the amount of time elapsing between the transfer of Grant funds and the disbursement of Grant funds to a reasonable time period (i.e. three days of the drawdown), such that the disbursements shall be paid out within three days of receipt.

## **ARTICLE VII – AFFIRMATIVE COVENANTS**

Section 7.1 – CERTIFICATE OF COMPLETION. Upon disbursement of Grant funds, the Subgrantee shall certify to the Authority that the Project is complete, and shall provide a final

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report that sets forth the use of the funds, in letter format or as otherwise requested by the Authority, and shall include all information with supporting documentation as described in section 10189 of the Regulations.

The final report shall be completed and two (2) printed copies shall be submitted to the Authority no later than sixty (60) days after the final disbursement of Grant funds, unless the time period is extended at the Authority's discretion.

**Section 7.2 – LEGAL COMPLIANCE.** The Subgrantee shall comply with the Authority's Regulations and all Federal requirements, as such may be amended from time to time throughout the Grant Period. These federal requirements include Section 5205 of the Elementary and Secondary Education Act; 34 CFR Part 226, when enacted, and 34 CFR sections 75.525, 75.600-617, and 80.36, pertaining to the State Charter School Facilities Incentive Grants Program.

The Subgrantee is responsible for continued and uninterrupted compliance with all Grant Program requirements.

**Section 7.3 – ACCOUNTING RECORDS.** The Subgrantee shall maintain an accounting system that accurately reflects fiscal transactions, with necessary controls and safeguards. This system shall provide an audit trail, including original source documents such as lease agreements, contracts, bidding procedures, receipts, progress payments, invoices, etc. related to the Project. The system also shall provide accounting data so the total cost of the facilities can be readily determined. These records shall be retained for a period of three years after submission of the certificate of completion and final report to the Authority or three years after the end of the funding period, whichever is longer. Such books and accounts shall be available for audit and/or review upon request by the Authority, the Bureau of State Audits, and the U.S. Department of Education.

**Section 7.4 – LITIGATION.** The Subgrantee shall promptly notify the Authority in writing of any administrative action or litigation, pending or threatened, by or against the Subgrantee or otherwise related to the Project or Subgrantee. For purposes of this item, the term "Subgrantee" shall include the charter school, the parent company of the charter school, and any subsidiary of the charter school if the subsidiary is involved in or will be benefited by the Grant or the Project. In addition to each of these entities themselves, the term "Subgrantee" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals, and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company.

**Section 7.5 - NOTICE TO AUTHORITY.** The Subgrantee shall:

- (a) Promptly notify the Authority in writing of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of two thousand five hundred dollars (\$2,500).
- (b) Notify the Authority if the Subgrantee is not in good standing or the Subgrantee's charter is not renewed, or is revoked, or placed on probation at any time during the

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Grant Period, within 30 (thirty) days of receipt of notification of such action, including providing the Authority with a copy of the document provided by the chartering entity notifying the charter school of such action.

- (c) Notify the Authority, within 30 (thirty) days, of any material changes to the Subgrantee's facilities, enrollment, charter status, nonprofit status, financial condition, or scope of the Project that occurs between the time of application and the time the Subgrantee's final report is accepted by the Authority.
- (d) Notify the Authority immediately if the facility subject to this Agreement is no longer operating as a charter school or if the number of students attending school at the facility decreases by 20 percent.

Section 7.6 – RELEASE. The Subgrantee hereby waives all claims and recourse against the Authority including, but not limited to, the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, the Subgrantee's use of the Grant proceeds, the Subgrantee's business operations, or the Project. The provisions of this section shall survive the termination of this Agreement.

Section 7.7 – INDEMNIFICATION. The Subgrantee shall defend, indemnify and hold harmless the Authority, the State, and the Federal Government/U.S. E.D., and all officers, trustees, agents, and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project, or the State Charter School Facilities Incentive Grants Program. The provisions of this section shall survive termination of this Agreement.

Section 7.8 - NON-DISCRIMINATION CLAUSE. The Subgrantee and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Subgrantee and its contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subgrantee and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Subgrantee and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14

**ARTICLE VIII - NEGATIVE COVENANTS**

The Subgrantee further covenants that so long as this Agreement is in effect, the Subgrantee will not, without prior written consent of the Authority:

Section 8.1 - USE OF FUNDS. Use any Grant proceeds for purposes other than as described in Exhibit E and approved by the Authority, the request for disbursement, or requirements of the Grant Program.

Section 8.2 – CHANGE IN PROJECT. Make any material change to the Project as described in Exhibit E or any of the Grant Documents, without prior written authorization of the Authority. Material changes may include, but are not limited to, a reduction of 20 percent in the number of students attending school at the facility subject to the Agreement, or a change in the lessor or lessee of the facility during the term of the Agreement.

**ARTICLE IX – DEFAULT AND REMEDIES**

Section 9.1 - EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- (a) Any representation or warranty made by the Subgrantee, or anyone acting on its behalf, hereunder or under any of the Grant Documents, is incorrect in any material respect; or
- (b) The Subgrantee's failure to perform or abide by any term or condition of this Agreement (including all requirements and covenants in Articles III through VII herein) or other Grant Documents, or comply with any other agreements between the Subgrantee and the Authority relating to this Grant; or
- (c) Any substantial or continuous breach by the Subgrantee of any material obligations of the Subgrantee imposed by any agreements other than the Grant Documents with respect to the Grant; or
- (d) Failure to use the funds for the approved purposes and under the requirements of the Grant Documents.
- (e) Failure to maintain continued compliance with each of the requirements for eligibility, as they may be amended, for the length of time the Project will be assisted by the Grant Program.

Section 9.2 - NOTICE OF SUBGRANTEE'S DEFAULT AND OPPORTUNITY TO CURE. The Authority shall give written notice to the Subgrantee of any Event of Default by specifying:

- (a) The nature of the event or deficiency giving rise to the Event of Default,
- (b) The action required to cure the Event of Default, if an action to cure is possible, and
- (c) A date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as the Subgrantee has commenced to cure within such time, then the Subgrantee shall have

**CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14**

a reasonable period, as determined by the Authority, thereafter within which to fully cure the Event of Default.

Section 9.3 – REMEDIES. In an Event of Default, the Authority may pursue any remedy available to it in law or in equity, including, but not limited to, forfeiture and return of all Grant funds and any accrued interest.

**ARTICLE X – MISCELLANEOUS**

Section 10.1 – AMENDMENTS. This Agreement may be amended, changed, or modified in writing signed by the Subgrantee and the Authority.

Section 10.2 - ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire Agreement of the parties and is not subject to modification, amendment, qualification, or limitation except as expressly provided herein.

Section 10.3 – NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

- (i) If to the Subgrantee:  
Attention: American Indian Public Charter
  
- (ii) If to the Authority:  
Attention: Katrina Johantgen, Executive Director  
California School Finance Authority  
300 South Spring Street, Suite 8500  
Los Angeles, CA 90013

Section 10.4 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 10.5 – GOVERNING LAW, VENUE. This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in Sacramento, Sacramento County, California.

CALIFORNIA SCHOOL FINANCE AUTHORITY  
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

American Indian Public Charter:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Print Contact Name, Contact Title: \_\_\_\_\_

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Katrina Johantgen, Executive Director

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14

**Exhibit A**

**SUBGRANTEE'S APPLICATION AND AMENDMENTS**

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14

**Exhibit B**

**DRAFT**

**REQUEST FOR DISBURSEMENT OF GRANT PROCEEDS**

[Fill in Date of Request]

Katrina Johantgen  
Executive Director  
California School Finance Authority  
300 South Spring Street, Suite 8500  
Los Angeles, CA 90013

RE: Certification and Request for Disbursement of Grant Funds for American Indian Public Charter (CDS 1612596113807)

This is to request the next six monthly disbursements under the State Charter School Facilities Incentive Grants Program (CFDA #84.282D) as allowed by the Grant Documents.

I hereby certify and attest to each of the following for the current period through August 31, 2018:

1. The Subgrantee will continuously meet all eligibility requirements listed in Program regulations during this semi-annual disbursement cycle (Cal Code Regs., title 4, §10177).
2. Disbursements from the California School Finance Authority to the Subgrantee shall be directed to the attention of [fill in name, title] at the Subgrantee's official address, on file with the Authority.
3. Grant funds will be applied toward the eligible Mortgage/Debt Service costs of a charter school facility for American Indian Public Charter a California charter school, Charter No. 0106, CDS Code No. 1612596113807), currently operating at [fill in Street, city, and zip], as described in the school's application.
4. None of the costs for which these disbursements are requested have been paid previously.
5. These disbursements will not be used to pay for prior month(s) or year(s) costs, nor will they be used to pay for a facility receiving funds under the Charter School Facilities Program.
6. Each disbursement will be expended within three days, or the amount of time between transfer of funds and disbursement will be minimized, as determined by the United States Department of Education.
7. Interest will not be earned on these federal funds.
8. The Subgrantee will comply with the Federal OMB Uniform Guidance audit requirements and will provide the Authority a copy of the single or program-specific audit as when available (2 CFR part 200, subpart F).

Insert Official signature and signature block.

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
GRANT AGREEMENT NUMBER 14-14

**Exhibit C**  
**CERTIFIED RESOLUTION OF SUBGRANTEE'S GOVERNING BOARD**

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
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**Exhibit D**

**AUTHORITY'S COMMITMENT LETTER**

CALIFORNIA SCHOOL FINANCE AUTHORITY  
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM  
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**Exhibit E**

**LOCATION AND PROJECT DESCRIPTION / LEASE AND AMENDMENT**

# Coversheet

## Discussion and Possible Action Regarding Approval to Purchase Transportation Vehicles

**Section:** III. Action Items  
**Item:** B. Discussion and Possible Action Regarding Approval to Purchase  
Transportation Vehicles  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Vans.pdf  
CarGurus.pdf  
Used 2016 Ford Transit Wagon for Sale in Oakland, CA \_ Edmunds.pdf

# Ranking the Best and Worst Small Cargo Vans

November 24, 2017 by [Scott Oldham](#), [@RealScottOldham](#)



2018 Ram ProMaster City. (Photo: FCA)

There's much more to the van lifestyle than super-spacious models like the Mercedes-Benz Sprinter and Ford Transit. Small cargo vans are also great options for living on the road.

These smaller models offer an impressive amount of space and capability with better fuel economy and maneuverability than their larger, thirstier siblings. They'll also leave you with a bigger budget for more of the camping, skiing and surfing gear that you want in the first place.

In order from worst to best, here are our picks for the top small cargo vans. Read on and tell us which model you'd pick in the comments section below.

## 4. NISSAN NV200



2018 Nissan NV200 compact cargo van. (Photo: Nissan)

Size may not be everything. But in this class, it's vital to versatility. The Nissan NV200 is the smallest van in the class, with 122.7 cubic feet of space, but it has a tall maximum cargo height of 53 inches and tight turning radius of just 36.7 feet.

Therefore, the NV200 makes great use of its size and is easy to maneuver to boot. But it is the least powerful, with a 2.0-liter four-cylinder engine making 131 horsepower and 139 pound-feet of torque. The NV200 uses the only CVT automatic transmission in the segment.

As a result, capability is light-duty at best, with a maximum payload of just 1,480 pounds. This might work for a couple of surfboards and wetsuits, but more extensive gear will overload the Nissan quickly.

The upside is that the NV200 has strong fuel economy ratings, at an Environmental Protection Agency certified 24 mpg in city driving and 26 mpg on the highway. Its warranty is a class-leading five years or 100,000 miles.

### **3. FORD TRANSIT CONNECT**



2018 Ford Transit Connect. (Photo: Ford)

Ford's popular Transit Connect van is the second smallest in the class, offering 128.6 cubic feet of space. However, the Transit Connect offers a 49.7-inch interior height, and its rear doors open 180 degrees for easy loading. Its turning radius is 40 feet, and the Ford offers a rearview camera and front and rear parking sensors. Maximum payload is a respectable 1,620 pounds.

Ford offers two engines in the Transit Connect: a 2.5-liter four-cylinder that makes 169 horsepower and 171 pound-feet of torque; and a turbocharged 1.6-liter EcoBoost four-cylinder that cranks out 178 horsepower and 184 pound-feet of torque – though it requires premium gasoline. Both are backed by a six-speed automatic transmission, and the EcoBoost engine is EPA rated at 22 mpg city and 29 mpg highway, about the same as the Ram and better than the Mercedes.

The Transit Connect makes a strong case against the NV200, but its cargo space and payload capacity aren't large enough for it to function as the ultimate traveling toy box. Still, at a starting price of \$23,010, which is about \$500 less than the Ram and undercuts the Mercedes by \$3,000, the Ford packs quite a bit of value.

## 2. RAM PROMASTER CITY



The Ram ProMaster City makes impressive use of its space, with 131.7 cubic feet of cargo room, which is more than the Ford or Nissan. It also has a higher maximum payload at 1,886 pounds, and is taller than the Transit Connect at 51.8 inches of interior height. The ProMaster City's rear cargo doors even open to 180 degrees.

The van is powered by a naturally aspirated 2.4-liter four-cylinder engine. Output is 178 horsepower and 174 pound-feet of torque – very similar to the Transit Connect. It's backed by a nine-speed automatic transmission, which boosts fuel economy to EPA ratings of 21 mpg city and 28 mpg highway. Like the Ford and Mercedes, the ProMaster City is front-wheel drive.

One issue could be driveability, however. The ProMaster City is more than a foot longer than the Ford, and its turning radius of 42 feet is much higher than the Nissan. The added space and payload capacity make it a great choice, but tight urban parking needs to be considered as well. Still, the ProMaster City packs plenty of appeal for lifestyle buyers.

## 1. MERCEDES-BENZ METRIS



2018 Mercedes-Benz Metris. (Photo: Mercedes-Benz)

More powerful and more capable than its competitors, the Mercedes-Benz Metris is the best small cargo van for the lifestyle buyer looking for a weekend on wheels. But it comes at a cost. Prices start at \$26,000 for the Metris Worker and jump to nearly \$29,000 for the Metris Cargo Van.

The Metris is powered by a turbocharged 2.0-liter four-cylinder engine producing 208 horsepower and 258 pound-feet of torque, paired to a 7-speed automatic transmission. The combination creates a class-leading maximum payload of 2,502 pounds and a maximum tow rating of 5,000 pounds – 3,000 more than the Ford or the Ram. The Metris also leads the class in interior height (55 inches) and cargo space (186 cubic feet). And while the others offer 180-degree rear cargo doors, Mercedes offers three configurations and up to 270-degree doors.

The drawback is size. Parking could be tight as the Metris has the largest wheelbase, length, width and height in the class. At 21 mpg city and 24 mpg highway, it also trails in fuel economy.

Still, the Metris offers heated seats and safety technology unique to the class such as Blind Spot Assist, Lane Keeping Assist and Collision Prevention Assist. It may be larger and more expensive than other small vans, but the Metris offers capability and amenities that simply aren't matched.



[Save](#)

### 2016 Ford Transit Passenger

Fair Deal

\$737 ABOVE

CarGurus IMV of \$24,262

Price:\$24,999 \$465/mo est.

Mileage: 43,475 mi

Location: Gilroy, CA 69 mi

Dealer rating:



[Save](#)

### 2016 Ford Transit Passenger 350 XL LWB Low Roof

Fair Deal

\$705 ABOVE

CarGurus IMV of \$22,294

Price:\$22,999 \$428/mo est.

Mileage: 68,668 mi

Location: Salinas, CA 87 mi

Dealer rating:



[Save](#)

### 2016 Ford Transit Passenger 350 XL LWB Low Roof

Fair Deal

\$722 ABOVE

CarGurus IMV of \$22,277



**Price:** \$22,999 \$428/mo est.  
**Mileage:** 68,881 mi  
**Location:** Hayward, CA 16 mi  
**Dealer rating:**



[Save](#)

### 2016 Ford Transit Passenger

**Fair Deal**  
**\$811 ABOVE**

CarGurus IMV of \$24,077

**Price:** \$24,888 \$463/mo est.  
**Mileage:** 45,686 mi  
**Location:** Gilroy, CA 69 mi  
**Dealer rating:**



[Save](#)

### 2016 Ford Transit Passenger

**Fair Deal**  
**\$951 ABOVE**

CarGurus IMV of \$23,826

**Price:** \$24,777 \$461/mo est.  
**Mileage:** 48,683 mi  
**Location:** Gilroy, CA 69 mi  
**Dealer rating:**



[Save](#)



## 2016 Ford Transit Passenger 350 XLT LWB Low Roof w/60/40 Passenger Side Doors

Fair Deal

\$760 ABOVE

CarGurus IMV of \$24,228

Price:\$24,988 \$465/mo est.

Mileage: 36,686 mi

Location: Elk Grove, CA 64 mi

Dealer rating:



[Save](#)

## 2016 Ford Transit Passenger

Fair Deal

\$1,191 ABOVE

CarGurus IMV of \$26,974

Price:\$28,165 \$524/mo est.

Mileage: 19,618 mi

Location: Folsom, CA 83 mi

Dealer rating:



[Save](#)

## 2016 Ford Transit Passenger

No Price Analysis

Price:No Price Listed

Mileage: 0 mi

Location: San Mateo, CA 16 mi

Dealer rating:

[Authorized Ford Dealer](#)



Save

### 2016 Ford Transit Passenger

No Price Analysis

**Price:**No Price Listed

**Mileage:** N/A

**Location:** Folsom, CA 83 mi

**Dealer rating:**



Save

### 2016 Ford Transit Passenger

No Price Analysis

**Price:**No Price Listed

**Mileage:** N/A

**Location:** Folsom, CA 83 mi

**Dealer rating:**



Save

### 2016 Ford Transit Passenger 350 XLT LWB Low Roof w/60/40 Passenger Side Doors

**Uncertain**

**Price:**\$30,995 \$577/mo est.

**Mileage:** 29,245 mi

**Location:** Santa Cruz, CA 60 mi

**Dealer rating:**

**Authorized Ford Dealer**



Save

### 2016 Ford Transit Passenger 350 XLT LWB Low Roof w/60/40 Passenger Side Doors

High Price

\$1,179 ABOVE

CarGurus IMV of \$23,809

Price:\$24,988 \$465/mo est.

Mileage: 41,933 mi

Location: Rio Vista, CA 41 mi

Dealer rating:

Authorized Ford Dealer



Save

### 2016 Ford Transit Passenger 150 XLT SWB Low Roof

High Price

\$1,807 ABOVE

CarGurus IMV of \$26,181

Price:\$27,988 \$521/mo est.

Mileage: 26,650 mi

Location: Rio Vista, CA 41 mi

Dealer rating:

Authorized Ford Dealer



Save

### 2016 Ford Transit Passenger 350 XLT LWB Low Roof w/60/40 Passenger Side Doors

Overpriced



**\$3,085 ABOVE**

CarGurus IMV of \$24,903

**Price:** \$27,988 \$521/mo est.

**Mileage:** 28,234 mi

**Location:** Saint Helena, CA 48 mi

**Authorized Ford Dealer**



41,933 miles

**USED 2016 Ford Transit Wagon 350 XLT Low  
Roof w/60/40 Passenger Side Door**

Dealer: (0)  
37.3 mi away  
Stock# 1394D

List: **\$24,988\***  
Est. Loan: \$455/mo  
 **Fair Deal!**

[VIEW PRICE NOW](#)

[More info](#)



36,686 miles

**USED 2016 Ford Transit Wagon 350 XLT Low  
Roof w/60/40 Passenger Side Door**

Dealer: (1)  
60.9 mi away  
Stock# 33775T

List: **\$24,988\***  
Est. Loan: \$455/mo  
 **Good Deal!**  
\$1,966 Below Market

[CHECK AVAILABILITY](#)

[More info](#)





30,644 miles

**USED 2016 Ford Transit Wagon**

Dealer: (0)  
100.4 mi away  
Stock# 7137

List: **\$25,980\***  
Est. Loan: \$473/mo

[CHECK AVAILABILITY](#)

[More info](#)



19,900 miles

**USED 2016 Ford Transit Wagon**

Dealer: (0)  
149.4 mi away  
Stock# 49613

List: **\$27,490\***  
Est. Loan: \$501/mo

[CHECK AVAILABILITY](#)

[More info](#)



29,245 miles

**USED 2016 Ford Transit Wagon 350 XLT Low Roof w/60/40 Passenger Side Door**

Dealer: (0)  
57.9 mi away  
Stock# U584R

List: **\$30,995\***  
Est. Loan: \$564/mo

[CHECK AVAILABILITY](#)

[More info](#)



38,460 miles

**USED 2016 Ford Transit Wagon 350 XLT Low Roof w/60/40 Passenger Side Door**

Dealer: (3)  
67.4 mi away  
Stock# 54T08544R

List: **\$26,488\***  
Est. Loan: \$482/mo  
 **Fair Deal!**  
\$463 Below Market

[CHECK AVAILABILITY](#)

[More info](#)



48,683 miles

**USED 2016 Ford Transit Wagon 350 XL Low Roof w/60/40 Passenger Side Door**

Dealer: (0)  
18.7 mi away  
Stock# 276870533

List: **\$24,777\***  
Est. Loan: \$451/mo  
 **Fair Deal!**

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36,075 miles

**USED 2016 Ford Transit Wagon 150 XLT Medium Roof**

Dealer: (0)  
49.8 mi away  
Stock# 266310912

List: **\$28,990\***  
Est. Loan: \$528/mo  
 **Fair Deal!**  
\$866 Below Market

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35,449 miles

**USED 2016 Ford Transit Wagon 350 XLT Low Roof w/60/40 Passenger Side Door**

Dealer: (0)  
165.3 mi away  
Stock# 268099330

List: **\$23,998\***  
Est. Loan: \$437/mo  
 **Good Deal!**  
\$1,517 Below Market

[VIEW DETAILS](#)

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19,155 miles

**USED 2016 Ford Transit Wagon 350 XL Low Roof  
w/60/40 Passenger Side Door**

Dealer: (0)  
176 mi away  
Stock# 270352439

List: **\$28,988\***  
Est. Loan: \$528/mo

[VIEW DETAILS](#)

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44,084 miles

Stock Photo © EVOX Images

**USED 2016 Ford Transit Wagon 350 XLT Low  
Roof w/60/40 Passenger Side Door**

Dealer: (0)  
12.6 mi away  
Stock# 267133830

List: **Not Listed**

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26,650 miles

**USED 2016 Ford Transit Wagon 150 XLT Low Roof w/Sliding Passenger Side Door**

Dealer: (0)  
37.3 mi away  
Stock# 4787A

List: **\$27,988\***  
Est. Loan: \$510/mo  
 **Fair Deal!**

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45,686 miles

**USED 2016 Ford Transit Wagon 350 XL Low Roof w/60/40 Passenger Side Door**

Dealer: (0)  
18.7 mi away  
Stock# 276870584

List: **\$24,888\***  
Est. Loan: \$453/mo  
 **Fair Deal!**

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43,475 miles

**USED 2016 Ford Transit Wagon 350 XL Low Roof w/60/40 Passenger Side Door**

Dealer: (0)  
18.7 mi away  
Stock# 276870588

List: **\$24,999\***  
Est. Loan: \$455/mo  
 **Fair Deal!**

[VIEW DETAILS](#)

# Coversheet

## Discussion and Possible Action Regarding Professional Boundaries Policy

<b>Section:</b>	III. Action Items
<b>Item:</b>	C. Discussion and Possible Action Regarding Professional Boundaries Policy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Draft Professional Boundaries Policy.pdf



## AIMS Professional Boundaries

### Student & Staff Interaction Policy

AIMS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest learning environment possible.

#### Professional Boundaries

This policy is intended to guide all AIMS employees in conducting themselves in a way that reflects the high standards of behavior and professionalism required of employees who interact with students and to specify the boundaries between students and staff. Trespassing the boundaries of a student/staff relationship is deemed an abuse of power and a betrayal of public trust.

Although this policy gives specific, clear direction, it is each employee's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?" Some activities may seem innocent from an employee's perspective, but can be perceived as inappropriate from a student or parent point of view. The objective of providing the examples of acceptable and unacceptable behaviors listed below is not to restrain innocent, positive relationships between employees and students, but to prevent relationships that could lead to, or may be perceived as, sexual or other misconduct. Employees must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes.

#### Examples of Unacceptable Behaviors (Violations of This Policy) Absent Extraordinary Circumstances (e.g., a familial relationship)

- Giving gifts to an individual student that are of a personal and intimate nature.
- Kissing of any kind.
- Any type of unnecessary physical contact with a student in a private situation, including hugging a student.
- Intentionally being alone with a student away from the school.
- Cursing or making or participating in inappropriate comments related to sex, sexual orientation, race, or other characteristic protected by law.
- Failing to intervene when students curse or make inappropriate comments related to sex, sexual orientation, race, or other characteristic protected by law.
- Seeking emotional involvement with a student for your benefit, including involving students in adult issues.
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Allowing students in your home.
- Sending emails, text messages, posts, or letters to students if the content is not about school activities.
- Being alone in a room with a student at school with the door closed.
- Remarks about the physical attributes or development of anyone.
- Excessive attention toward a particular student.

## Examples of Acceptable and Recommended Behaviors

- Getting school and parental written consent for any after-school activity.
- Obtaining formal approval (using the AIMS Transportation Policy and Guidelines) to take students off school property for activities such as field trips or competitions.
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with the student.
- Informing your principal about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present when you must be alone with a student.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.

## Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to the school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and report thoroughly the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

## Use of Electronic Media by Staff to Communicate with Students

Any participation by any AIMS employee with students, including through the use of electronic media or technology, should always be limited to school business. Participation by AIMS employees with students in social media (e.g., Facebook, Snapchat, Twitter, Instagram, video games), or other similar means, is highly discouraged and can lead to violations of this policy.

Specifically, AIMS employees are highly discouraged from inviting students to join social networks and insofar as such behavior occurs, employees will be responsible for any exposure/access by students to inappropriate or unprofessional content, including words or pictures.

# Coversheet

## Discussion and Possible Action Regarding Consensual and Voluntary Relationship Agreement

**Section:** III. Action Items  
**Item:** D. Discussion and Possible Action Regarding Consensual and Voluntary Relationship Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Draft Consensual Relationship Agreement.pdf



### DRAFT Consensual and Voluntary Relationship Agreement

American Indian Model Schools (the “School”) is committed to maintaining a work environment free from harassment, discrimination, retaliation, conflicts of interest, exploitation and favoritism. Accordingly, the parties referenced herein agree as follows:

- 1. **School Policy:** It is against School policy to use a position of authority to induce another person to enter into a non consensual relationship. Indeed, even consensual relationships in the workplace can cause disruption and other problems in violation of School policy.
- 2. **Consensual/Voluntary Agreement:** This is a Consensual and Voluntary Relationship Agreement (“Agreement”) between the following Parties (hereinafter referred to as the “Parties” or each “Party”):

\_\_\_\_\_ and \_\_\_\_\_  
 (Name of Employee) (Name of Employee)

- 3. **Purpose of Agreement:** The purpose of this Agreement is to affirm that both Parties to this Agreement have agreed to engage in a consensual and voluntary relationship.
- 4. **Acknowledgement of Current School Policy:** Both Parties have received copies of the Employee Handbook which prohibits unlawful harassment, discrimination, and retaliation.
- 5. **Public Display of Affection at Workplace:** Both Parties understand and agree that conduct or speech in the workplace that is sexual or amorous may be objectionable or offensive to others. Therefore, they agree not to engage in such conduct on School property or when performing work-related tasks in public areas. Examples of such conduct include, but are not limited to, holding hands or touching in an affectionate or sexually suggestive manner; kissing or hugging; romantic or sexually suggestive gestures; romantic or sexually suggestive oral or written communications; and display of sexually suggestive objects or pictures. Regardless of the status of this relationship, the Parties agree to behave professionally and appropriately at work, consistent with School policy and this Agreement.
- 6. **No Favoritism:** Both Parties agree that neither Party will engage in conduct that could be regarded by others as providing favored treatment to the other.
- 7. **No Conflicts of Interest:** Both Parties agree that neither Party will engage in conduct that could be regarded by others as a perceived or actual conflict of interest with respect to the terms and conditions of employment for either Party.
- 8. **School Contact In Event of Relationship Termination:** Both Parties agree that, should any issues that may impact the workplace arise or if the relationship terminates, the following authorized School employee should be advised:

(Name of Authorized School Employee): \_\_\_\_\_

9. **No Direct Supervisor/Reporting Relationship While Relationship Continues:** While a relationship continues between them, neither Party will request, apply for, seek in any way, or accept a direct supervisor or reporting relationship with the other.
  
10. **No Retaliation If Relationship Terminates:** Both Parties acknowledge and agree that either has the right and ability to end their relationship at any time without repercussion of any work-related nature, and without retaliation of any form by the other.

**11. Future Work Performance/Conduct:** This Agreement represents a commitment by the Parties to continue to follow School policies and procedures and act in a professional manner at all times.

**12. Liaison For Contact Purposes:** The Parties each understand that the following authorized School employee is available to discuss any issues relating to this Agreement or matters impacting their ability to work effectively:

(Name of Authorized School Employee): \_\_\_\_\_

**13. Confidential Agreement:** This Agreement is confidential and is not intended as an invasion of privacy; rather it is intended as an affirmation that both Parties have been provided with all relevant School policies, have had an opportunity to discuss the policies, agree to follow these policies, and the terms of this Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TO BE COMPLETED BY THE SCHOOL**

\_\_\_\_\_  
Name of Authorized School Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Coversheet

## Discussion and Possible Action Regarding Finalized Board Calendar

**Section:** III. Action Items  
**Item:** F. Discussion and Possible Action Regarding Finalized Board Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** AIMS Board - Meeting Dates Calendar 2018-2019 .pdf

## **DRAFT - AIMS 2018-2019 Board Meeting Dates**

### *Current Committee Schedules*

<b>Month</b>	<b>Finance Committee 1<sup>st</sup> Thursday</b>	<b>Facilities Committee 2<sup>nd</sup> Thursday</b>	<b>Governance Committee 1<sup>st</sup> Tuesday</b>	<b>President/ Superintendent Agenda Meeting</b>	<b>Board Meetings 3<sup>rd</sup> Tuesday</b>
<b>August</b>	8/2/2018	8/9/2018	n/a	8/17/2018	8/21/2018
<b>September</b>	9/6/2018	9/13/2018	9/4/18	9/14/2018	9/18/2018
<b>October</b>	10/4/2018	10/11/2018	10/2/2018	10/12/2018	10/16/2018
<b>November</b>	11/1/2018	11/8/2018	11/6/2018	11/16/2018	11/20/2018
<b>December</b>	None	None	None	None	None
<b>January</b>	1/3/2019	1/10/2019	1/8/2019	1/11/2018	1/15/2019
<b>February</b>	2/7/2019	2/14/2019	2/5/2019	2/15/2018	2/19/2019
<b>March</b>	3/7/2019	3/14/2019	3/5/2019	3/15/2018	3/19/2019
<b>April</b>	4/4/2019	4/11/2019	4/2/2019	4/12/2018	4/16/2019
<b>May</b>	5/2/2019	5/9/2019	5/7/2019	5/17/2018	5/21/2019
<b>June</b>	6/6/2019	6/13/2019	6/4/2019	6/14/2018	6/18/2019
<b>July*</b>	None	None	None	None	None

\*Board retreat may be scheduled during the month of July.

+January 1, 2019 is New Year's Day – Meeting scheduled for 2<sup>nd</sup> Tuesday