

# AIMS K-12 College Prep Charter District

# 2018-8-16 Special Finance Committee Meeting

#### **Date and Time**

Thursday August 16, 2018 at 6:30 PM PDT

#### Location

171 12th st. Oakland CA, 94607

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

# **Agenda**

Purpose Presenter Time

I. Opening Items 6:30 PM

Opening Items

A. Call the Meeting to Order

B. Record Attendance and Guests Vote

C. Public Comment on Agenda Items

10 m

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee

Purpose Presenter Time

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 twenty (20) minutes (10 minutes per section).

II.

. Age	enda Items		6:40 PM
A.	Discussion Regarding Acellus Learning Systems Grant	Discuss	5 m
	For the Prupose of Creating a 1:1 Computer to St	udent Ratio at AIMS	
В.	Discussion Regarding Foss Science Kits	Discuss	5 m
	Purchase of Middle School Foss Science Kits for	AIPCS II	
C.	Discussion Regarding 2018-2019 SCOE MOU	Discuss	5 m
	SCOE Teacher Induction & American Indian Mode	el Schools MOU	
D.	Discussion Regarding Swing MOU	Discuss	5 m
E.	Lunch Nutrition Program Finance Report	FYI	5 m
F.	Continuing Vendor LunchMaster Contract	Discuss	5 m
G.	Lease Agreement for Parking	Discuss	5 m
Н.	Elevator Maintenance Agreement	Discuss	5 m
I.	Discussion Regarding Updating Financial Policies	Discuss	5 m
	Including changes to allow for movement of non-p Budget for the purposes of pre-approved reimburs Director expenses		
J.	Discussion Regarding Updating 990 Policies & Conflict of Interest Codes	Discuss	5 m
	Begin Discussing the Process to Update by Regul	ar January Board Meeting	
K.	Discussion Regarding Insurance Brokers	Discuss	5 m
	Review Insurance Broker Submissions Received	by AIMS	
L.	Discussion Regarding Services offered by Ziegler, ACD, & Insite	Discuss	5 m

Purpose

Presenter

Time

		For the Purposes of Finding a Suitable Future Site	e for AIMS and Potential Need for			
III.	Clo	sed Session		7:40 PM		
	A.	Public Comment on Closed Session Items	FYI	10 m		
		Public Comment on Closed Session Items is set a address the items in this section prior to closed serespond or take action in response to Public Commay ask clarifying questions or direct staff. Comminutes per person, and a total time allotted for exceed twenty (20) minutes (10 minutes per section)	ession. The Committee will not ment, except that the Committee nents are limited to two (2) or all public comment will not			
	В.	Recess to closed session	FYI			
	C.	Closed Session Items	Discuss	30 m		
		<ol> <li>Conference with Real Property Negotiators (Gov. Code Section 54956.9)</li> <li>Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)</li> <li>Public Employer Discipline/Dismissal/Release (Gov. Code Section 54957)</li> </ol>				
IV.	Clo	sing Items		8:20 PM		
	A.	Items For Next Agenda	FYI	5 m		
	B.	Adjourn Meeting	Vote			

# Coversheet

# Call the Meeting to Order

Section: I. Opening Items

**Item:** A. Call the Meeting to Order

Purpose: FYI

Submitted by:

Related Material: 2018-8-16 Special Finance Committee Meeting Agenda.pdf

# American Indian Model Schools SPECIAL FINANCE COMMITTEE MEETING AGENDA Thursday August 16th, 2018 @ 6:30 pm

171 12th Street Oakland, CA 94607



- I. CALL TO ORDER:
- II. ROLL CALL:

# III. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee 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 twenty (20) minutes (10 minutes per section).

## IV. AGENDA ITEMS

- 1. Discussion regarding Acellus Learning System Grant
- 2. Discussion regarding purchase of Middle School Foss Science Kits for AIPCS II
- 3. Discussion regarding 2018-19 SCOE Teacher Induction/American Indian Model School MOU"
- 4. Discussion regarding Swing MOU
- 5. Lunch Nutrition Program Finance Report
- 6. Review of Continuing Vendor LunchMasters Contract
- 7. Lease Agreement for Parking
- 8. Elevator Maintenance Agreement
- 9. Discussion regarding updating financial policies including changes to allow for movement of non-public funds to the AIMS Board Budget for the purposes of pre-approved reimbursements & advances of AIMS Director expenses
- 10. Discussion regarding beginning the process of reviewing 990 policies and Conflict of Interest Codes
- 11. Review of insurance broker submissions previously received by AIMS

12. Discussion regarding engaging services with Ziegler, ACD, & Insite for the purposes of finding a suitable future site for AIMS & potential need for RFP

#### V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee 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 twenty (20) minutes (10 minutes per section).

VI.	REC	ESS TO	CLOSED	SESSION

- 1. Conference with Real Property Negotiators (Gov. Code section 54956.8.)
- 2. Conference with Legal Counsel Anticipated Litigation (Gov. Code section 54956.9)
- 3. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957)
- 4. Public Employee Appointment Finance Manager (Gov. Code section 54957)
- VII. RECONVENE FROM CLOSED SESSION
- VIII. ROLL CALL
- IX. REPORT FROM CLOSED SESSION
- X. ITEMS FOR NEXT AGENDA

-

# **XI. ADJOURNMENT:**

## **NOTICES**

The next regular meeting of the Board of Directors is scheduled to be held on August 21st, 2018 @ 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 po	osted this agenda at the AIMS Campus 1	71 12th
street, Oakland, CA 94607 on,	, at	PM Certification of Posting	

# Coversheet

# Public Comment on Agenda Items

Section: I. Opening Items

Item: C. Public Comment on Agenda Items

Purpose: FY

Submitted by:

Related Material: Public Comment Speaker Cards.pdf

# **Public Comment Speaker Cards**

Name:			Date:
I am a: Parent			
Other (please specify)			
Action Item (if applicable) _			
Comment:			
	Public Comn	nent Speaker Cards	
Name:			Date:
I am a: Parent	Student	Staff	Grade
Other (please specify)			
Action Item (if applicable) _			
Comment:			

# Coversheet

# Discussion Regarding Acellus Learning Systems Grant

Section: II. Agenda Items

Item: A. Discussion Regarding Acellus Learning Systems Grant

Purpose: Discuss

Submitted by:

Related Material: Acellus Learning System Grant.pdf

1. 2018 internet upgrade&LCAP.pdf

AIPHS POs over \$8000.pdf



SCHOOL

# "Game Changer" Grant

# Order Confirmation

Printable Version

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

Educators using Acellus are calling it a "game changer" when it comes to transforming struggling students into successful learners. This article provides independent research on the effectiveness of Acellus: <a href="http://www.kansascity.com/news/local/article204910554.html">http://www.kansascity.com/news/local/article204910554.html</a>

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

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

Grant Number: 837421

Approved By: Tareyton Russ, Head of School

Approval Date: 07/24/2018

Notice Email(s): tareyton.russ@aimschools.org.

Shipment Authorization: Shipment authorized upon activation of this Grant.

Senior Acellus Coordinator: Felicia Mann

# **GRANT PREPARED FOR:**

Grant Applicant: Tareyton Russ - Head of School School: American Indian Public High School District: American Indian Model Schools

Contact: Mr. Tareyton Russ - Head of School Phone: (510) 220-5044 Email: tareyton.russ@aimschools.org

## **BILLING ADDRESS:**

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

Phone: (510) 220-5044

Email: tareyton.russ@aimschools.org

# SHIPPING ADDRESS:

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

Phone: (510) 220-5044

QTY	DESCRIPTION		PRICE	EXT	ENDED PRIC
270	Acellus GoldBook Pro Computer \$799 (\$399 Covered by Grant):  Model Number: GOLDBOOKPRO-10W  Specifications: 2-in-1 Computer with 11.6-inch touchscreen, Further Aluminum Case-Gold, Intel Dual-Core CPU (1.GHz base - 2.4GHz burst frequency), 2GB DDR Memory, 32GB Storage, Wifi: 802.11N/AC Dual Band, Bluetooth 4.2, 2 USB 3.0, 1 mini HDMI, 3.5mm audio jack, Built-in Webcam, Battery: 4800mAh lon (8-12 hours).  Locked-down to only run Acellus to prevent malware and stude distractions  Microsoft Windows 10 Educational  More Information	Li-	799.00	\$	215,730.00
9	Security Cart for Acellus GoldBook Pro Laptops \$1,995 (\$997 Covered by Grant):  • Security and Storage Cart with 30 built-in charging stations for Acellus GoldBook Pro Computers.	\$	1,995.00	\$	17,955.0
			Sub-Total:	\$	233,685.0
		Shippi	ng & Crating:	\$	2,475.0
		G	rant Amount:	\$	-116,842.5
			d by School:		119,317.5

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Notwork Upgraele

Hardware				
Qry	Description	Price	Amount	Comments
	1 Dell 7050 iS 16GB 128GB Windows Pra	\$850.00	\$850.00	\$850.00 Workstation for Sean Gambrell
	2 Dell U2415H Screeen	\$260.00	\$520.00	\$520.00 Bual Screen Monitor Setup for Sean Gambrell
	2 Ubiquiti Dome Video Cameras	\$165.00	\$330.00	\$330.00 Additional Video Dome Camera
	3 Ubiquiti Directional Video Cameras	\$185.00	\$555.00	\$555.00 Additional Video Directional Cameras
The second second	16 Google Chromecast	\$40.00	\$640.00	\$640.00 Video Casting from laptop/tablet device to the Classroom LCD Screens
	1 Network Switch 24 port POE 500W	\$560.00	\$560.00	\$560.00 Additional Network Switch for Expansion
	20 HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00	\$12,000.00 Replacement Laptops for Teachers to use
		Total	\$15,455.00	
CyberSecurity				
Qry	Description	Price	Amount	Comments
	1 Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00	Security Firewall device - 750Atbps throughput, 500Abps, VPN throughput, 57,150.00 with 9x1 GB Ethernet port, Recommended - 500 Clients
5	40 BrightCloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00	Application to protect Windows and Mac machines from Viruses and Malware \$2,000.00 from the internet.
		Total	\$9,150.00	
nternet				
οg	Description	Price	Amount	Comments
	1 Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1800/month)	\$22,000.00	\$22,000.00	Internet Upgrade to accommodate increase on Internt bandwidth needs. Cost \$22,000.00 shown for year and monthly will be \$1850.00/month
		Total	\$22,000.00	

Barnes & Noble

Booksellers

Store 2072

Bay Street - Emeryville 5604 Bay Street Emeryville, CA 94608

Store

2072 Shipping Address

Quote # 787886

Number: Prepared

AMERICAN INDIAN

For:

PUBLIC HS

School/

ANNA BACH

Company: Store

BARBARA TAVRES

Contact: Contact

(510) 547-0905

746 GRAND AVE OAKLAND, CA 94610

PUBLIC HS

**AMERICAN INDIAN** 

Phone: Store Fax

(510) 547-0952

Preparation Date:

06/05/2018

Order Due Date:

No.:

06/10/2018

Customer Phone

er (510) 220-5044

Customer Email:

CRM2072@BN.COM

					Disco						
Product	Title	Authora	B. A.P. L.	Form	unt Allow	Destinatio	Quan			Quot ed	Extend ed
		Author	Publisher	at	ed	n	tity	Price	% Off	Price	Price
	Autobiography of Miss Jane Pittman	Ernest J. Gaines	Random House Publishing Group	MM		Ship-to- Customer	60	6 99	25 0%	5 24	314 40
	Catcher in the Rye	J. D. Salinger	Little, Brown and Company	MM		Ship-to- Customer	60	8.99	25.0%	6 74	404 40
97815930808	Punishment (Barnes & Noble Classics Series)	Fyodor Dostoevsky	Barnes & Noble	TP		Ship-to- Customer	60	12 95	40 0%	7.77	466 20
	Cyrano de Bergerac	Edmond Rostand	Penguin Publishing Group	MM		Ship-to- Customer	60	5 95	25 0%	4.46	267 60
	Great Expectations (Dover Thrift Editions Series)	Charles Dickens	Dover Publications	TP		Ship-to- Customer	60	7.00	25.0%	5 25	315 00
	Great Galsby	F. Scott Fitzgerald	Bloomsbury USA	TP		Ship-to- Customer	60	8 00	25 0%	6 00	360 00
97804864244	73	Charlotte Bronte	Dover Publications	TP		Ship-to- Customer	60	7 00	25 0%	5 25	315 00
97800621137		James Hilton	HarperCollin s Publishers	TP		Ship-to- Customer	60	15 99	25 0%	11.99	719 40
	Metamorphosis and Other Stories	Franz Kafka	Dover Publications	TP		Ship to- Customer	60	3 00	25 0%	2.25	135 00
	Separate Peace	John Knowles	Scribner	TP		Ship-to- Customer	60	15 00	25 0%	11 25	675 00
	Stranger (A New Translation by Matthew Ward)	Albert Camus	Knopf Doubleday Publishing Group	TP		Ship-to- Customer	60	13 95	25 0%	10 46	627 60
	Waiting for Godot (Eng rev). A Trag comedy in Two Acts	Samuel Beckett	Grove/ Atlantic, Inc.	TP		Ship-to- Customer	60	14 00	25 0%	10 50	630 00

Subtotal	\$5229 60
Shipping	so oo
Sales Tax	\$483.74
Total:	\$5713.34

Please direct any questions to BARBARA TAVRES at (510) 547-0905 or CRM2072@bn com.

Price valid through 07/05/2018. Delivery date depends upon date of order. Additional fees may apply

Please make checks payable to "Barnes & Noble" and present your Tax Exempt certificate at payment

If charging to an Institutional Account. Please present your Institutional Account Card and Tax Exempt certificate at payment. OR provide a Purchase Order indicating your Account Number and Tax Exempt information

## American Indian Model Schools



Nhi Nguyen Administrative Assistant

American Indian Model Schools 171 12th St Oakland, CA 94607-4900 United States Quote Number: 50946

Quote Creation Date: 06-22 2018

Quote Expiration Date: 09-30-2018

# American Indian Public HS - Writing America

# Price Quote Summary

Solution	Base Amount		
Roskelly Writing America Language and			Total
The state of the s	\$ 2,399 10		\$ 2,399 10
Solution Subtotal	\$ 2,399.10		5 2,399,10
	Shipping & Handling		\$ 191.93
		Total	\$ 2,591.03
		Total	\$ 2,5

# Price Quote Detail

ISBN	Description	Price	Charged Oty		Total Charged
Roskelly: Writin	g America: Language and Composition in Co	ontext AP			
Jolliffe, Roskelly Wr	iting America: Language and Composition in Context A	P® Edition 1e, 201	4		
9780132748803	WRI ANE WITH AP ED NASTA 6YR ACC TO NWL W ET MAIN EDITION	S79 97	30		\$2 399 10
Cı	Joiliffe, Roskelly Writing America: Language and omposition in Context AP® Edition 1e, 2014 Subtotal				\$ 2,399.10
	Roskelly: Writing America: Language and Composition in Context AP Subtotal				\$ 2,399.10
	Solution Subtotal				\$ 2,399.10
		Shipping and	Handling		S 191 93
				Total	\$ 2,691,03

American Indian Model Schools

# Addendum

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

eForm: https://pearsonnacommunity.force.com/support/s/pearson-order-form

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

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

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs. Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.

Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Quoted prices may not reflect contract pricing for some customers. Any applicable contract pricing will be applied to the final invoice. If you require contract pricing reflected on the quote, please work with your Account Manager or contact Customer Service.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.



Purchase	Order	No:		

Confidential Price Quote (3111225)

8/14/2018

Pricing on this Proposal Guaranteed: 10/2/2018

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

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

SHIP TO: American Indian

Charter School Anna Bach 746 Grand Avenue

Oakland, CA 94610

Ounted Bundantes Consess Touther to 2010

**USA** 

BILL TO: American Indian

Charter School Anna Bach

746 Grand Avenue Oakland, CA 94610

USA

Cengage Learning ATTN: Order Fulfillment 10650 Toebben Drive

Independence, KY 41051

(800) 354-9706

http://NGL.Cengage.com/CustomerSupport

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

Qly	Update Qty	Product	Price	Quoted Price	Total
30		Introduction to Statistics and Data Analysis, AP* Edition Peck/Olsen/Devore 3rd Edition [K12, 2010] 9781439047491 / 1439047499	\$168.00	\$168.00	\$5,040.00
30	h	Bundle: College Physics, 11th Student Edition + WebAssign (6-year access) Serway 11th Edition [K12, 2018] 9781337735339 / 1337735337	\$185.00	\$185,00	\$5,550.00
1		AP® Teacher's Resource Guide Serway 11th Edition [K12, 2018] 9781305965379 / 130596537X	\$26,00	\$0,00	FREE
30		Big Ideas Math Geometry: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2019] 9781642087611 / 1642087610	\$80.00	\$80.00	\$2,400.00
30		Bundle: Calculus, AP® Edition, 11th Student Edition + WebAssign (1-year access) Larson 11th Edition [K12, 2018] 9781337466691 / 1337466697	\$149,25	\$149.25	\$4,477.50
1		Teacher's Resource Guide Larson 11th Edition [K12, 2018] 9781337287005 / 1337287008	\$10.25	\$0.00	FREE
90		Big Ideas Math HS Algebra 2: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2015] 9781608408405 / 160840840X	\$80.00	\$80 00	\$7,200.00
		Bundle: Chemistry, AP® Edition, 10th Student Edition			

90	+ OWL TM (6-year access) Zumdahl/DeCoste 10th Edition [K12, 2018] 9781337427012 / 1337427012	\$163.75	\$163.75	\$14,737.50
1	Chemistry (AP Edition), Annotated Teacher's Edition Zumdahl 10th Edition [K12, 2018] 9781305957749 / 1305957741	\$239.75	\$0.00	FREE
1	Chemistry (AP Edition), AP® Teacher's Resource Guide Zumdahl 10th Edition [K12, 2018] 9781305957794 / 1305957792	\$9.75	\$0.00	FREE
90	Bundle: The American Pageant, AP® Edition, Updated, 16th Student Edition + MindTap (1-year access) Kennedy 16th Edition [K12, 2016] 9781337227452 / 1337227455	\$150.50	\$150.50	\$13,545 00
1	The American Pageant, AP® Edition, Updated Teacher's Edition Kennedy 16th Edition [K12, 2016] 9781337090162 / 1337090166	\$94.75	\$0.00	FREE
1	The American Pageant, AP® Edition, Updated, Teacher Resource Guide Kennedy 16th Edition [K12, 2016] 9781337094313 / 1337094315	\$10.50	\$0.00	FREE
90	Precalculus with Limits: A Graphing Approach, High School Edition Larson 6th Edition [K12, 2012] 9781111427641 / 111142764X	\$137.00	\$137.00	\$12,330.00
1	Precalculus with Limits: A Graphing Approach, 6th: PowerLecture CDROM with ExamView Test Generator LARSON 6th Edition [STM, 2012] 9781111572808 / 1111572801	\$70.25	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Complete Solutions Guide LARSON/LARSON 6th Edition [STM, 2012] 9781111574024 / 1111574022	\$34.75	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Lesson Plans LARSON 6th Edition [K12, 2012] 9781111572600 / 1111572607	\$29.25	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Annotated Teacher's Edition LARSON 6th Edition [K12, 2012] 9781111572112 / 1111572119	\$163.75	\$0.00	FREE

Sub-Total: \$65,280.00

+ Estimated Shipping and/or Process Fee:

\$0.00

TOTAL: \$65,280.00

Total Savings: \$689.00

Please attach a copy of the quote to the Purchase

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Fax: (800) 487-8488

Confidential Price Quote (3111225)

8/14/2018

Pricing on this Proposal Guaranteed: 10/2/2018

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

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

Cengage Learning ATTN: Order Fulfillment 10650 Toebben Drive Independence, KY 41051 (800) 354-9706

http://NGL.Cengage.com/CustomerSupport SchoolCustomerService@Cengage.com

Total:\$65,280.00

TO PLACE YOUR ORDER	METHOD OF PAYMENT
1. MAIL TO:	Check or Money Order enclosed.
Cengage Learning ATTN: Order Fulfillment	Charge my Credit Card.
10650 Toebben Drive Independence, KY 41051 United States	☐ VISA ☐ MasterCard ☐ American Express ☐ Discover
2. FAX TO:	Card No.
	Exp. Date CVN #
3. FOR ORDERS WITH CHECK, MAIL TO: Cengage Learning P.O. Boy 05501	Signature
P.O. Box 95501 Chicago, IL 60694-5501 United States	I have an established account. Please bill me (including postage and handling).
	P.O.#

Thank you for choosing Cengage Learning as your Information Provider!



Anna Bach <anna bach@aimschools.org>

# **Quote for Lit only**

3 messages

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

Mon, Jul 23, 2018 at 11:33 AM



July 23, 2018

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

Dear Anna:

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

Order Number:

2260931A

Hold Expiration Date:

08/04/18

Order Total:

\$1,236.00

Sales Tax:

114.33

\* Publisher/Manufacturer Price:

\$1,500.00

Shipping/Handling:

0.00

Your FSS Price:

\$1,236.00

=========

========

TOTAL:

\$1,350.33

**Total Maximum Savings:** 

\$264.00

x

(If all items ship)

# Don't miss your opportunity for these significant savings!

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

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

American Indian Model Schools Mail - Quote for Lit only

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# Follett School Solutions Order Status

ORDER	ORDER DATE	MEDIA	HELD BY	ORDER STATUS
2260931A	06/20/18	PHONE	JOHNR	HOLD FOR PO

FILE NO. 405

BILL TO: 8205863

AMERICAN INDIAN CHARTER SCHOOL

171 12TH ST

OAKLAND, CA 94607-4911

PO# NONE

SHIP TO: AMERICAN INDIAN PUBLIC HS

ATTN:ANNA BACH 746 GRAND AVENUE OAKLAND, CA 94610

	Description	Qty Ordered	Qty	Status	FSS \$	Total \$
(1)	BEDF 2013 LITERATURE THE HUMAN EXPERIENCE	30	30	READY TO SHIP	41.20	1,236.00

READING AND (P)
ISBN: 1-457-60429-9
ISBN-13: 9781457604294

Book

TOTAL READY TO SHIP: 1,236.00

SALES TAX: 114.33

SHIPPING: 0.00

TOTAL ON ORDER / IN TRANSIT: 0.00

SALES TAX: 0.00

ESTIMATED SHIPPING: 0.00

TOTAL AVAILABLE: 1,350.33

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

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

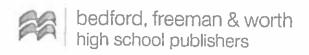
Available: "Available to order" upon request, subject to publisher availability.

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

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

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

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



WAREHOUSE CONTACT: 16368 James Madison Highway Gordonsville, VA 22942 Toll Free: (540) 572-7744 Fax: (540) 672-7542

Email: highschool@mpsvirginia.com

#### PRICE QUOTE

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

Quote Number

00037518

Created Date 6/22/2018

Prepared By

Katrina Terros

Email:

ktorres@b(wpub com

Contact Name School Name

Nhi Nguyen

American Indian Public HS

Ship To

American Indian Public HS

3637 Magee Ave.

Oakland, California 94619

United States

# Itemized Products

ISBN	EAN	Product	Author	HS Unit Price	Quantity	HS Institution Price
1464122180	9781464122187	Krugman's Economics for AP® (High School)	Margaret Ray; David A. Anderson	\$150.44	30 00	54,513.20

Itemized Product Total:

\$4,513.20

# Free Product: Please include in your PO:

ISBN	EAN	Free Product	Author	HS Unit Price	Quantity	Your Price
1464155755	9781464155758	ExamView Assessment Suite for Economics for AP®	Margaret Ray	5215.89	1	\$0.00
1464155798	9781464155796	Teacher's Edition of Economics for AP®	Margaret Ray	5209.94	1	50.00
1464155801	9781464155802	Teacher's Resource Flash Drive for Economics for AP&	Margaret Ray	\$431.79	1	\$0.00

Total Available for Purchase 50.00

# Shipping Info

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Shipping Cost.

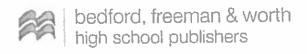
590.26

Special Shipping:

\$0.00

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**Grand Totals** 

Itemized Products + Shipping:

\$4,603.46

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AIPHS Technology ProForma Budget 2018	a Budget 2018			
2				
Hardware 1				
Ċţ;	Description	Delete		
	1 Dell 7050 iS 16GB 128GB Windows Pm	TING OF	Authoritie	Comments
	2 Dell 12415H Creases	2820.00	\$850.00	S850.00 Workstation for Sean Gambrell
		\$260.00	\$520.00	\$520.00 Dual Screen Monitor Setup for Sean Gambrell
	2. Ubiquiti Dome Video Cameras	\$165.00	\$330.00	\$330.00 Additional Video Dome Camera
	3 Ubiquiti Directional Video Cameras	\$185.00	\$555.00	CSSS ON BANKS Nicker Distriction
	16 Google Chromecast	\$40.00	\$640.00	Wildon Carrier from Indian fall and
	1 Network Switch 24 port POE 500W	\$560.00	\$560.00	5550 Onl Additional Naturals Cuited for Science to the Classroom LCD Screens
	20 HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00	\$12,000,00 Replacement Lantons for Teachers to use
		Total	\$15,455,00	
Y				
CyberSecurity (**)				
Qty	Description	Drive	8	
			MINDAIR	Comments
	1 Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00	Security Firewall device - 750Mbps throughput, 500Mbps, VPN throughput, 57,150.00 with 9x1 GB Ethernet port, Recommended - 500 Clients
	40 Bright Cloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00	Application to protect Windows and Mac machines from Viruses and Malware \$2,000.00 from the internet.
(				
		Total	\$9,150.00	
( C)				
לנה	Description	Price	Amount	Comments
	1 Comcast Internet Upgrade - 500Mbps Fiber Upgrade (51800/month)	\$22,000.00	\$22,000.00	Internet Upgrade to accommodate increase on Internt bandwidth needs. Cost \$22,000.00 shown for year and monthly will be \$1850.00/month
		Total	\$22,000.00	

2050 orighter. Amount

1 Hardware # 15,455.00

2 Cyber Seurity # 9,150.00

3 Internet # 22,000.00

Total # 46,605.00

(See: Gos/ 3- LCAP)

# 2001 WIFES 100

# Action 3

Estimated Actual Expenditures		\$30,530
Budgeted Expenditures		\$40,000
Actual Actions/Services	1. 120 more Chromebooks purchased	2. Barcoding system purchased and begun coding new materials
Planned Actions/Services	<ol> <li>Purchase 120 additional Chromebooks to add to and maintain pre-existing inventory.</li> </ol>	Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials.

# Action 4

<ol> <li>Current AP aligned textbooks were purchased for Calculus, Pre-Calculus, Statistics, Algebra 2, Physics, Biology, World</li> </ol>
History and U.S. History.  2. Lab tables and specific lab materials were purchased for Biology and Chemistry.

# Goal 4

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

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Good 3 (AIPHS LCAP 2018-19)
Action 4

ויטויטה ויטן	1 of Actions, services not included as contributing to meeting the increased of Improved Services Requirement:	ig to meeting the increased or	Improved Services F	kequirement:
Students t	Students to be Served:	Fc	Location(s):	
(Select from /	(Select from All, Students with Disabilities, or Specific Student Groups)		elect from All Schools,	(Select from All Schools, Specific Schools, and/or Specific Grade Spans):
[Add Studen	[Add Students to be Served selection here]	Ā	[Add Location(s) selection here]	ion here]
		OR		
For Actions	For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:	ig to meeting the Increased	l or Improved Servi	ces Requirement:
Students to	Students to be Served:	Scope of Services:		Location(s):
(Select from E Low Income)	(Select from English Learners, Foster Youth, and/or Low Income)	(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	olwide, or Limited to	(Select from All Schools, Specific Schools, and/or Specific Grade Spans)
[Add Studen	[Add Students to be Served selection here]	[Add Scope of Services selection here]	ection here]	[Add Location(s) selection here]
Actions/Services	rvices			
Select from N 2017-18	Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	or Unchanged for	Select from New, Modified, or Unchanged for 2019-20
Modified		Unchanged		[Add 2019-20 selection here]
2017-18 Aci	2017-18 Actions/Services	2018-19 Actions/Services	(0)	2019-20 Actions/Services
1. Purchase to and maintai	<ol> <li>Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.</li> </ol>	1. Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.	Chromebooks to add g inventory.	[Describe the 2019-20 action/service here]
2. Establish a barcode track Science equipment, laptops novels, and other materials.	<ol> <li>Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials.</li> </ol>	2. Continue barcode system		
Budgeted E	Budgeted Expenditures			
Year	2017-18	2018-19		2019-20
Amount	\$40,000.00	\$50,000.00		[Add amount here]
		The second of th		

[Add budget reference here]

4400, 8011

4400, 8011

Budget Reference

LCFF

Source

LCFF

[Add source here]

# 47 Action

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

# OR N

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

# Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Modified	Modified	[Add 2019-20 selection here]

# 2. Maintain science classrooms with science lab 1. School will replace pre-existing textbooks to 2018-19 Actions/Services updated AP aligned ones technology/equipment Update all science classrooms with science textbooks to updated AP aligned ones 2. 1. School will replace pre-existing lab technology/equipment 2017-18 Actions/Services

[Describe the 2019-20 action/service here]

2019-20 Actions/Services

# **Budgeted Expenditures**

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



SCHOOL

# "Game Changer" Grant

# Order Confirmation

Printable Version

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

Educators using Acellus are calling it a "game changer" when it comes to transforming struggling students into successful learners. This article provides independent research on the effectiveness of Acellus: <a href="http://www.kansascity.com/news/local/article204910554.html">http://www.kansascity.com/news/local/article204910554.html</a>

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

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

Grant Number: 837421

Approved By: Tareyton Russ, Head of School

Approval Date: 07/24/2018

Notice Email(s): tareyton.russ@aimschools.org.

Shipment Authorization: Shipment authorized upon activation of this Grant.

Senior Acellus Coordinator: Felicia Mann

# **GRANT PREPARED FOR:**

Grant Applicant: Tareyton Russ - Head of School School: American Indian Public High School District: American Indian Model Schools

Contact: Mr. Tareyton Russ - Head of School Phone: (510) 220-5044 Email: tareyton.russ@aimschools.org

# **BILLING ADDRESS:**

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

Phone: (510) 220-5044

Email: tareyton.russ@aimschools.org

# SHIPPING ADDRESS:

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

Phone: (510) 220-5044

QTY	DESCRIPTION		I	PRICE	EXTENDED PRICE	
270	Acellus GoldBook Pro Computer \$799 (\$399 Covered by GoldBook Pro Computer \$799 (\$399 Covered by GoldBookPRO-10W)     Specifications: 2-in-1 Computer with 11.6-inch touchsor Aluminum Case-Gold, Intel Dual-Core CPU (1.GHz bas 2.4GHz burst frequency), 2GB DDR Memory, 32GB Stowifi: 802.11N/AC Dual Band, Bluetooth 4.2, 2 USB 3.0, HDMI, 3.5mm audio jack, Built-in Webcam, Battery: 48-lon (8-12 hours).     Locked-down to only run Acellus to prevent malware and distractions     Microsoft Windows 10 Educational     More Information	reen, Full se - orage, , 1 mini 00mAh Li-	<b>b</b>	799.00	#	215,730.00
9	Security Cart for Acellus GoldBook Pro Laptops \$1,995 (\$Covered by Grant):  Security and Storage Cart with 30 built-in charging state Acellus GoldBook Pro Computers.		\$	1,995.00	\$	17,955.00
				Sub-Total:	\$	233,685.00
		Ship	pping	& Crating:	\$	2,475.00
			Gra	nt Amount:	\$	-116,842.50
	ademy of Science is the Sole Source for these items. Am	ount to be P	Poid	by School:	s	119,317.50

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Notwork Upgrade

Hardware				
Qty	Description	Price	Amount	Comments
	1 Dell 7050 i5 16GB 128GB Windows Pro	\$850.00	\$850.00	\$850.00 Workstation for Sean Gambrell
	2 Dell U2415H Screeen	\$260.00	\$520.00	\$520.00 Dual Screen Monitor Setup for Sean Gambrell
	2 Ubiquiti Dome Video Cameras	\$165.00	\$330.00	\$330.00 Additional Video Dome Camera
	3 Ubiquiti Directional Video Cameras	\$185.00	\$555.00	\$555.00 Additional Video Directional Cameras
	16 Google Chromecast	\$40.00	\$640.00	\$640.00 Video Casting from laptop/lablet device to the Classroom LCD Screens
	1 Network Switch 24 port POE 500W	\$560.00	\$560.00	\$560.00 Additional Network Switch for Expansion
	20 HP Premium 15.6 Notebooks with Core i5 128GB SSD 8GB RAM	\$600.00	\$12,000.00	\$12,000.00 Replacement Laptops for Teachers to use
		Total	\$15,455.00	
yberSecurity	•			
Qty	Description	Price	Amount	Comments
	1 Meraki MX100 Firewall with 1 yr Advanced Security Subscription Service	\$7,150.00	\$7,150.00	Security Firewall device - 750Mbps throughput, 500Mbps, VPN throughput, 57,150.00 with 9x1 GB Ethernet port, Recommended - 500 Clients
	40 Bright Cloud Anti-Virus/Malware Application Subscription Service	\$50.00	\$2,000.00	Application to protect Windows and Mac machines from Viruses and Malware \$2,000,00 from the internet.
		Total	\$9,150.00	
nternet				
Qty	Description	Price	Amount	Comments
	1 Comcast Internet Upgrade - 500Mbps Fiber Upgrade (\$1800/month)	\$22,000.00	\$22,000.00	Internet Upgrade to accommodate increase on Internt bandwidth needs. Cost \$22,000.00 shown for year and monthly will be \$1850.00/month
		Total	\$22,000.00	



Purchase Order No:	And the contraction of the state of the contraction
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Confidential Price Quote (3111225)

8/14/2018

Pricing on this Proposal Guaranteed: 10/2/2018

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

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

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Charter School Anna Bach 746 Grand Avenue

Quoted Products: Cengage Textbooks 2018

Oakland, CA 94610

USA

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Charter School Anna Bach

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30		Bundle: College Physics, 11th Student Edition + WebAssign (6-year access) Serway 11th Edition [K12, 2018] 9781337735339 / 1337735337	\$185.00	\$185 00	\$5,550.00
1		<u>AP® Teacher's Resource Guide</u> Serway 11th Edition [K12, 2018] 9781305965379 / 130596537X	\$26,00	\$0.00	FREE
30		Big Ideas Math Geometry: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2019] 9781642087611 / 1642087610	\$80.00	\$80.00	\$2,400,00
30		Bundle: Calculus, AP® Edition, 11th Student Edition + WebAssign™ (1-year access) Larson 11th Edition [K12, 2018] 9781337466691 / 1337466697	\$149.25	\$149.25	\$4,477,50
1		<u>Teacher's Resource Guide</u> Larson 11th Edition [K12, 2018] 978133 <b>7</b> 287005 / 1337287008	\$10.25	\$0.00	FREE
90	Complete the Compl	Big Ideas Math HS Algebra 2: A Common Core Curriculum, Student Edition Larson 1st Edition [K12, 2015] 9781608408405 / 160840840X	\$80 00	\$80.00	\$7,200 00
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1	The American Pageant, AP® Edition, Updated, Teacher Resource Guide Kennedy 16th Edition [K12, 2016] 9781337094313 / 1337094315	\$10.50	\$0.00	FREE
90	Precalculus with Limits: A Graphing Approach, High School Edition Larson 6th Edition [K12, 2012] 9781111427641 / 111142764X	\$137.00	\$137.00	\$12,330.00
1	Precalculus with Limits: A Graphing Approach, 6th: PowerLecture CDROM with ExamView Test Generator LARSON 6th Edition [STM, 2012] 9781111572808 / 1111572801	\$70.25	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Complete Solutions Guide LARSON/LARSON 6th Edition [STM, 2012] 9781111574024 / 1111574022	\$34.75	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Lesson Plans LARSON 6th Edition [K12, 2012] 9781111572600 / 1111572607	\$29.25	\$0.00	FREE
1	Precalculus with Limits: A Graphing Approach, 6th: Annotated Teacher's Edition LARSON 6th Edition [K12, 2012] 9781111572112 / 1111572119	\$163.75	\$0.00	FREE

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

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USA

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1		Exploring Environmental Science AP®, Teacher's Resource Guide Miller/Spoolman 1st Edition [K12, 2019] 9781337705691 / 1337705691	\$77,25	\$0.00	FREE
1		Exploring Environmental Science AP®, Teacher Edition Miller 1st Edition [K12, 2019] 9781337706070 / 1337706078	\$154.50	\$0.00	FREE
1		Exploring Environmental Science AP®, Fast Track to a 5 AP® Test Preparation Workbook Miller 1st Edition [K12, 2019] 9781337705745 / 1337705748	\$28 00	\$0.00	FREE

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- 2. FAX TO:

#### METHOD OF PAYMENT

- Check or Money Order enclosed.
- Charge my Credit Card.
- American Express Discover

Card No.

Exp. Date CVN #

AIMS K-12 College Prep Charter District - 2018-8-16 Special Finance Committee Meeting - Agenda - Thursday August 16, 2018 at 6:30 PM

Cengage Learning - Quote

8/16/18, 9:44 AM

3. FOR ORDERS WITH CHECK, MAIL TO:	Signature
Cengage Learning P.O. Box 95501 Chicago, IL 60694-5501 United States	<ul> <li>I have an established account.</li> <li>Please bill me (including postage and handling).</li> </ul>
	P.O.#

Thank you for choosing Cengage Learning as your Information Provider!



Anna Bach <anna.bach@aimschools.org>

## 2018 Geography Quote

1 message

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

Thu, Aug 16, 2018 at 8:25 AM

Hi Anna,

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

I am leaving early today and out until Monday.

-Patrick



August 16, 2018

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

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

Order Number:

2292608A

Hold Expiration Date:

08/28/18

Order Total:

\$9,874.80

Sales Tax:

913.43

\* Publisher/Manufacturer Price:

\$14,061.60

AIMS K-12 College Prep Charter District - 2018-8-16 Special Finance Committee Meeting - Agenda - Thursday August 16, 2018 at 6:30 PM

8/16/18, 9:04 AM

American Indian Model Schools Mail - 2018 Geography Quote

Shipping/Handling:

987.48

Your FSS Price:

\$9,874.80

========

=========

TOTAL:

\$11,775.71

**Total Maximum Savings:** 

\$4,186.80

х

(If all items ship)

## Don't miss your opportunity for these significant savings!

teklind

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

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

Thank You!

Patrick Kennedy
Sales Consultant
pkennedy@follett.com

1-877-899-8550 ext. 46192

P.S. Get points for buying or selling textbooks to Follett. Enroll in the Follett Rewards Program at follettlearning.com/rewards.

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#### Follett School Solutions Order Status

ORDER ORDER DATE MEDIA HELD BY ORDER STATUS

2292608A 08/13/18 PHONE PATRICKK HOLD FOR PO

FILE NO. 405

BILL TO: 8205863

AMERICAN INDIAN CHARTER SCH

171 12TH ST

SHIP TO: AMERICAN INDIAN CHARTER SCH ATTN:ANNA BACH 171 12TH ST OAKLAND, CA 94607-4911 PO# NONE

OAKLAND, CA 94607-4911

_	Description	Qty Ordered	Qty	Status	FSS \$	Total \$
(1)	GLEN 2018 GEOGRAPHY THE HUMAN AND PHYSICAL WORLD ISBN: 0-07-668046-0 ISBN-13: 9780076680467 Book	180	180	READY TO SHIP	54.86	9,874.80
		7	TOTAL RE	EADY TO SHIP:		9,874.80
		5	SALES TA	XX;		913.43
		S	SHIPPING	5:		987.48
		Т	TOTAL ON	ORDER / IN TRANS	IT:	0.00
		S	SALES TA	X:		0.00
		E	ESTIMATE	ED SHIPPING:		0.00

**TOTAL AVAILABLE:** 

\$ 10,788.23

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

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

Ship:

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

In Transit These books are expected to arrive at FSS shortly. Pre-owned books need to pass our quality control inspections

to FSS: before confirmed as available. Quantities subject to change.

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

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

Stock:

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

#### **Return Policy:**

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

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

## Patrick Kennedy

Inside Sales Consultant, Textbook & Classroom



Tel: 877.899.8550 ext. 46192

Direct: 708.884.6192 Fax: 800.852.5458

**Follett School Solutions** 

1433 Internationale Parkway

## Coversheet

## Discussion Regarding Foss Science Kits

Section: II. Agenda Items

Item: B. Discussion Regarding Foss Science Kits

Purpose: Discuss

Submitted by: Related Material:

CA-American Indian Public Charter School II Middle School kits 8-10-18.pdf

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





Regional Sales Manager: Richard Pacheco

Inside Sales Specialist: Karen Moore

Prepared On: August 10, 2018

School Specialty.
Science

80 Northwest Blvd, Nashua, NH 03063 PO Box 3000, Nashua, NH 03061-3000

Phone: 800-338-5270 Fax: 800-282-9560 <u>Valid Through</u>: November 8, 2018

	DE	ELTA EDUC	ATION PF	RICE QUOTE		
Prepared for:	Maurice Williams American Indian Public Charter School II	maurice.williams@aimschools.org				
	171 12th Street Oakland, CA 94607	510	-893-8701	Ext 24		
	Complete Kits	\$	23,815.00			
	Teacher Materials	\$	-			
	Professional Development	\$	-			
	Refill Kits	\$	657.00			
	Reading Components	\$	-			
	Living Materials	\$	-			
	Conversion / Upgrade Kits	\$	-		Subtotal	\$ 24,472.00
	Miscellaneous	\$	-	10%	Shipping & Handling	\$ 2,447.20
	Online	\$	-	Liv	ving Material Shipping	\$ -
		Subtotal \$	24,472.00	0.0%	*Est. Sales Tax	\$ -
					Total*	\$ 26,919.20

**Customer Savings:** 

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

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

Reduced Shipping & Handling = \$489.44

				Total Sav	vings:		\$489.44	
Part Number	Item Description	Type	U	nit Price	Qty	I	Extended Price	Comments
1585758	PD FOSS/DELTA IMPLEMENTATION 6 HR	PD	\$	2,200.00	1		No charge	
1558460	KIT FOSS DIVERSITY OF LIFE NG 5 CLS FULL	Kit	\$	2,079.00	1	\$	2,079.00	
1574740	BOX 5 FOSS MS DIV OF LIFE NG REFILL CONS	Refill	\$	269.00	1	\$	269.00	
1558462	KIT FOSS POP+ECO NEXT GEN FULL	Kit	\$	1,699.00	2	\$	3,398.00	
1465619	KIT FOSS HUMAN SYSTEMS INTERACTIONS NG	Kit	\$	789.00	2	\$	1,578.00	
1465620	KIT FOSS MS HEREDITY+ADAPTATION NG	Kit	\$	999.00	1	\$	999.00	Includes PK/80 owl pellets
1558488	KIT REFILL FOSS HEREDITY+ADAPTATION NG	Refill	\$	220.00	1	\$	220.00	Includes PK/80 owl pellets
1558459	KIT FOSS WEATHER+WATER NEXT GEN	Kit	\$	1,429.00	1	\$	1,429.00	
1558494	BOX 3 FOSS MS WEATHR+WATR NG REFILL CONS	Refill	\$	124.00	1	\$	124.00	
1558458	KIT FOSS EARTH HISTORY NEXT GEN	Kit	\$	2,094.00	2	\$	4,188.00	
	Earth History No Refill Required	Refill	\$	-	2	\$	-	

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

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

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

#### Easy Ordering ~ Send PO and Proposal to:

Fax: 800-282-9560

Email: customerservice.delta@schoolspecialty.com

## Coversheet

## Discussion Regarding 2018-2019 SCOE MOU

Section: II. Agenda Items

Item: C. Discussion Regarding 2018-2019 SCOE MOU

Purpose: Discuss

Submitted by:

Related Material: SCOE MOU Online Packet.pdf



Date: May 1, 2018

To: District Superintendents, Associate Superintendents, Chief Business Officers, District

**Coordinators and Partner Programs** 

**RE:** Sacramento Consortium Teacher Induction Program MOU

Dear SCOE Partner:

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

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

#### **Teacher Induction**

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

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

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

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

#### **LCAP State Priority 1**

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

2018-2019 Online Program

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

#### **Highlights of the MOU include:**

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

#### 2018-2019 Fee Structure:

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

- 1. Teacher Candidate cost-for-service per year for a two-year Induction Program \$1,600
- 2. Teacher Candidate cost-for-service for each participant who has met the Early Completion Option (ECO) criteria \$2,100 (one-time fee)
- 3. Teacher Candidate cost-for-service for Clear Credential Holder Candidates- \$1,000 (this group consists of teachers who currently have a clear credential and are adding another credential who will develop and implement an Individualized Learning Plan within the new credential area through a modified induction experience).

#### Timeline for Completion of MOU Process and Billing Cycle:

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

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

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

Marty Martinez, Ed.D.

Director, Sacramento Consortium Teacher Induction Program

SCOE School of Education

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

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

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

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

#### I. Parties

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

#### II. Term

The effective dates of this MOU are July 1, 2018, through June 30, 2019. It shall continue year to year thereafter unless it is terminated by either party. Either party may terminate this agreement upon written notice submitted to the Advisory Council no later than 180 days prior to the start of the next school year.

#### III. Responsibilities - General

#### A. SCOE shall:

- Be responsible for ensuring that the Induction Program fulfills the applicable standards
  of program quality and effectiveness adopted by the CTC and the California Department
  of Education (CDE) through the development of the Sacramento Consortium Teacher
  Induction Program Standards and a Sacramento Consortium Teacher Induction
  Program Plan. Both documents shall meet the CTC and CDE requirements.
- 2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.

- 3. Employ staff to perform services as described in the Sacramento Consortium Teacher Induction Program Standards and budget guidelines.
- 4. Provide a workspace for SCOE's Induction Program staff including computer, fax access and telephone, and meeting space for program activities.
- 5. Develop an annual program budget.
- 6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
- 7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
- 8. Facilitate a process for equitable distribution of services to Induction Program credential candidates and Mentors for all Consortium partners.
- 9. Advise participants of an Early Completion option for "experienced and exceptional" candidates.
- 10. Convene the Advisory Council and develop other administrative processes as provided for in the *Sacramento Consortium Teacher Induction Program Plan*.
- 11. Participate in program evaluation.

#### B. The District agrees to the following:

- 1. The District superintendent or designee will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Director and serve on the Advisory Council. District will identify the District Advisor on Attachment 1 (attached hereto and incorporated herein) and return the attachment with its signed MOU.
- 2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium
- 3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
- Identify all teachers who are in their first year of teaching or first year of teaching in the
  District and other candidates who are eligible for Program services as described by CTC
  guidelines by September 30, 2018.
- 5. Confirm all participants by October 31, 2018 for purposes of invoicing.
- 6. Identify all school sites with eligible credential candidates and provide appropriate and sufficient information to all site administrators.
- 7. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input into the Candidates' development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.
- 8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2015 Teacher Induction Program Standards. Ensure Mentors' attendance at all required induction events including attendance at required Mentor training.

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

#### IV. Responsibilities - Fiscal

- A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
  - 1. Overall fiscal responsibility for the administration of the Induction Program.
  - 2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Plan.
  - 3. Expend income according to regularly established policies and procedures within the SCIP expenditure guidelines.
  - 4. Reimbursement of costs for substitutes for teachers participating in required Induction Program trainings and/or planning events.
- B. The District agrees to the following:
  - Pay \$1,600 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per paragraph 4 below.
  - 2. Pay \$2,100 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as a candidate to utilize the 18-month Early Completion Option (ECO), in lieu of the two-year program. District agrees to pay the full fee unless written notice is provided to SCOE per paragraph 4 below.

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

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

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

#### V. Ownership of Materials

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

#### VI. Compliance with CTC Requirements

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

#### VII. General Terms.

#### A. Entire Contract:

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

#### B. Indemnification:

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

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

- 2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- 3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

#### C. Independent Agents:

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

#### D. Nondiscrimination Clause:

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

#### E. Execution of Agreement.:

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

#### F. Signatures:

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

By:	By:
Signature of Authorized Official	Signature of Authorized Official
Sacramento County Office of Education	American Indian Model School
Printed Name:	Printed Name:
Title: Program Director	Title:
Date:	
	Date:



## Sacramento Consortium Induction Program District Advisors Roles and Responsibilities

#### Role of District Advisors

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

#### **District Advisors**

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

#### Specific Tasks

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

Advisory (	Council Membership may also include:
	Presidents/designee of the Teachers Associations (union) of partner districts
	District/Site Administrators
	IHE representatives
	Sacramento County Office of Education, Lead Educational Agency (LEA), representatives
	Retired Induction leaders
I understand	d and will effectively fulfill the role and responsibilities of a District Advisor.
Signature	





# **General Education Induction Program Preconditions and Program Standards**

**Commission on Teacher Credentialing** 

Standards Adopted December 2015

Handbook Revised June 26, 2017

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Commission on Teacher Credentialing 1900 Capitol Avenue Sacramento, California 95811

This handbook is available at: <a href="http://www.ctc.ca.gov/">http://www.ctc.ca.gov/</a>

### **Preconditions for General Education Induction Programs**

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

Commission on Teacher Credentialing General Education Induction Program

# **Induction Program Design for Mentoring Clear Teaching Credential Candidates**

#### Standard 1: Program Purpose

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

#### Standard 2: Components of the Mentoring Design

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

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

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

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

Commission on Teacher Credentialing General Education Induction Program

#### Standard 4: Qualifications, Selection and Training of Mentors

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

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

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

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

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

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

#### Standard 5: Determining Candidate Competence for the Clear Credential Recommendation

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

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Commission on Teacher Credentialing General Education Induction Program

#### Standard 6: Program Responsibilities for Assuring Quality of Program Services

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

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

Commission on Teacher Credentialing General Education Induction Program

## Coversheet

## Discussion Regarding Swing MOU

Section: II. Agenda Items

Item: D. Discussion Regarding Swing MOU

Purpose: Discuss

Submitted by:

Related Material: Addendum to Swing Edu Services Agreement - AIMS.pdf



## Addendum to Swing Education Services Agreement Signed between American Indian Model Schools and Swing Education, Inc.

This addendum ("Addendum") effective as ofunderstanding and agreement between Swing Education, Inc. (" <u>Swing I</u> listed on the signature page attached hereto (" <u>School</u> " or " <u>you</u> ") regard deletions to the Swing Education Services Agreement signed April 24, 2 Education.	<u>Education</u> ," " <u>we</u> " or " <u>us</u> ") and the School(s) ing certain alterations, additions or
NOW THEREFORE, in consideration of the mutual covenants and prom valuable consideration, the receipt, sufficiency and adequacy of which is hereto, intending to be legally bound to each other, do hereby covenan	s hereby acknowledged, the Parties

- **1. Payments.** Payment for the services of a SwingSub will be made to Swing Education according to the following:
  - (a) **Applicable Rate**. All rates will be set by the School in its discretion (the "Daily Rate"). Swing Education does not set the Daily Rate. Any request over 4 hours is assigned the full Daily Rate and anything 4 hours or less is assigned the half of the Daily Rate.
  - (b) Fill Fee. Swing charges a 25% fee ("Standard Fee"), based on the Applicable Rate, for a successful filling of a Request. The total rate invoiced to the School ("Total Rate"), inclusive of Swing Education's fee, will be referenced on the School's requests and in the School's profile. The amount then due will be equal to the Total Rate, multiplied by the number of days that the SwingSub was engaged by the School.
  - (c) Cancellations. Requests that are filled by a SwingSub, or canceled within 24 hours of the SwingSub's scheduled beginning of the Request, will be invoiced for the entire Fill Fee. Other cancellation policy options and terms are highlighted in the Terms of Service.

(d)	Invoicing. Upon execution of this contract, Swing Education will bill the School the amount of:  \$(\$200 Total Rate x 3 months of anticipated usage in days = "Top-Up Amount").
	This Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as services are rendered based on the Applicable Rate. Once the School's Account Balance drops below \$(1 month of anticipated usage), Swing will invoice the Top-Up Amount again.

Swing Education will maintain ongoing records of the School's Top Ups, Draw Downs, and Account Balance. These records will be provided to the school on at least a bi-monthly basis, with weekly usage reports accessible via our online system. Swing Education reserves the right to discontinue service if the School's Account Balance drops below an acceptable threshold. Any Account Balance will be refunded to the School upon written request without interest (unless required by local law). All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay SwingSub(s) for work completed at the School in advance of the Amount Due being collected from the School.

School shall pay all invoices within thirty (30) days of Swing Education's invoice date.

(e) Late Payments. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.



2. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

[Signature Page Follows]



Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with each of its terms. If there is a conflict between this Addendum and the Contract, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.				
Michael Teng CEO				
Date:				
Address: 700 S. Claremont Street San Mateo, CA 94402				
American Indian Model Schools				
Name:				
Title:				
Date:				
Address:				
171 12 <sup>th</sup> Street				
Oakland, CA 94607				

## Coversheet

## **Lunch Nutrition Program Finance Report**

Section: II. Agenda Items

Item: E. Lunch Nutrition Program Finance Report

Purpose: FYI

Submitted by:

Related Material: AIMS Daily Step by Step Requirements for Food Service 2018-2019.docx

Finance Committee Lunch%2FNutrition Report 8.16.18.pdf

AIMS Cash Handling Policy 2018-2019.docx AIMS Unpaid Meal Policy 2018-19.pdf AIMS Unpaid Meal Policy 2018-19.docx AIMS Cash Handling Policy 2018-2019.pdf

Finance Committee Lunch%2FNutrition Report 8.16.18.docx

AIMS Daily Step by Step Requirements for Food Service 2018-2019.pdf



# AIMS Daily Step by Step Requirements for Food Service 2018-2019 School Year

Lunch Service Support: Ms. Dalia & Ms. Marissa

Questions? Need Help? Email, Text or Call!

- Ms. Tiffany Tung (tiffany.tung@aimschools.org)
- Ms. Laila Ahmad (laila.ahmad@aimschools.org
- Mr. Alex Lee (<u>alexander.lee@aimschools.org</u>)
- Ms. Marisol Magana (marisol.magana@aimschools.org)

#### **Daily Step-by-Step Checklist for Lunch Food Service**

ARRI	VAL (Marissa or Dalia)					
	Document BOTH Cooler Temperatures on Temperature logs					
DELIV	DELIVERY RECEIPT (Marissa or Dalia)					
	Receive order and double count - ensure ALL items on order are received and milk is a good date					
	☐ IF NOT - contact LunchMaster Immediately					
	Email: pritika@thelunchmaster.com					
	CC: tiffany.tung@aimschools.org, laila. ahmad@aimschools.org					
	<u>ted@nobhillcatering.com</u> , lauren@schoolfoodsolutions.org					
	☐ Ensure that driver recorded DEPARTURE temperatures and sign off on delivery invoice.					
	Ensure the hot boxes are plugged in					
LUNC	H SET-UP					
	WEAR GLOVES					
	☐ Put out Fruits and Veggies					
	☐ Tongs for edible skins					
	Put out Condiments					
	Put out Utensils					
	Do your Beginning Count fill out production records with the "Amounts Prepared/Planned"					
	Look at production record so you know what the MINIMUM items student needs to take for a					
	reimbursable meal - Ms. Dalia or Ms. Marissa					
	Put refrigerated items out no more than 5 minutes before students arrive					

☐ Take the hot entrees out no earlier than 5 minutes before students arrive

☐ Take service temperature and RECORD on production records
LUNCH SERVICE
☐ Each person receives the SAME menu options in the SAME amount
The last student in line should have all of the same options as the first student in line.
☐ Ensure students are taking 3 components and at least 1 fruit OR 1 veggie serving (minimum)
☐ They CAN take everything if they choose
☐ If needed, replenish milk so that BOTH types are always available to all students in line
AFTER LUNCH
☐ Count ALL leftovers and record on production records
☐ Entrees
☐ Fruits/Veggies
☐ Milks
☐ Print out the Daily Operations Summary from MealTime and file in binder
☐ Ensure the meal counts match the amounts you served according to the production record
☐ Throw away necessary leftovers



## Finance Committee Lunch/Nutrition Report Thursday August 15, 2018

Revenue	Aug 2017-June 2018	
Federal	\$	206,299
State	\$	14,382
Collections	\$	45,582
Total Revenue	\$	266,263
Expenses AIPCS/AIPCS II		
Lunch Master (vendor)	\$	247,017
School Food Solutions (Back office Support)	\$	14,009
Meal Time (Eligibility Database)	\$	898
Total Expenses	\$	261,924
Net Income	\$	4,340

#### 2017-2018 Ending Balance AIPCS/AIPCS II

Ending Balance in Mealtime (\$1390.00) 2016-2017 Balance (\$2339.00 after continued collection)

"A School at Work"

#### 2018-2019 FREE/REDUCED/PAID Student Eligibility

Free AIPCS - 83 Reduced- 23 Paid-69 Free AIPCS II- 431 Reduced-114 Paid-273 Free AIPHS - 223 Reduced-41 Paid- 196

#### 2018-2019

Implementation of New Programming (AIPHS 746 Grand Ave) Monday August 20th- TBD

#### 2018-2019

Implementation of New Programming (K-1st Satellite Site 1926 E. 19th St.)

Monday August 13th- Average of 75 students participating Total Enrollment- 150

#### **K-12th District Lunch Payments (Paid Families)**

All meal payments are accepted at the 171 12th St. campus (Cash, Money Order, Check) or www. Mymealtime.com. Parents can set up automatic bill pay, or make online payments for the entire school year.



#### AIMS Cash Handling Policy 2018-2019 School Year

#### General Procedures

- Schools are not authorized to use collected funds for any purpose whatsoever other than for deposit.
- Count cash at the end of each day.
- Balance cash to receipts daily prior to deposit. Keep a copy on a spreadsheet and file copy of receipt.
- Keep reconciliation log (Excel Spreadsheet for School Uniforms).
- All payments received must be logged in receipt book.
- Cash is never sent through school mail.

#### Front Desk Cash Handling (Lunch Payment, Sale of School Uniforms/Swag)

- Cash is accepted at the front desk from 9:30 a.m.-12:30 p.m.
- Cash deposited to the front desk must be stored in a lockbox immediately.
- MealTime (Lunch Program Payment System) deposits must be made to student's profile.
- Receipt must be logged and receipt must be given to parent/guardian after deposit is completed.
- By 12:45 p.m. lockbox and receipt book must be taken to finance department for cash handoff and review. (Double Count of Cash)

#### Reconciliation of Cash Handling

- Cash collected must be balanced by comparing the total of the cash to the pre-numbered receipt totals and the money received.
- Two staff members will review total cash amount received to ensure accuracy.
- Deposit tickets are to be reconciled to cash received, daily deposit printout from MealTime (Lunch Program Payment System).
- Proof of reconciliation is stored in finance office and locked in a file.

#### Security of Cash Handling

- Cash and other deposits are to be kept secured, in safe locked location always. Do not leave deposits or cash unlocked in desk, drawers or file cabinets.
- Front desk clerk is responsible to ensure all cash deposits that are brought to finance office must have finance clerk review and sign off on total received.
- Deposit bags must be secured along with any other deposits until dropped off to finance department.
- Finance department logs totals for the day in QuickBooks and total deposit is taken to the bank and deposit slip is retrieved.

#### Refund

- Refunds are completed through finance department. Front desk clerk should provide the following information, the students first and last name, amount of refund, date and reason to finance clerk.
- Once refund check is complete finance will mail check to parent/guardian.

#### Collections

• Print out MealTime (Lunch Program Payment System) negative balance report, call families with negative balances. Inform families to pay balance immediately.



#### **American Indian Model Schools Local Meal Charge Policy 2018-2019**

#### Dear Parent or Guardian:

American Indian Model Schools participates in the National School Lunch Program by offering nutritious meals every school day. Students may buy lunch for \$3.00. Eligible students may receive meals free of charge or at the reduced-price. You or your children do not have to be U.S. citizens to qualify for free or reduced-price meals. You must fill out a new Free/Reduced Lunch Application at the beginning of each school year to see if you qualify. Applications are available at our front desk any time throughout the school year. If you have any questions about applying, please call Operations Department at 510-893-8701.

#### **Payments**

We ask that families pay up front for student meal purchases. This helps lunch lines move quickly, giving students more time to enjoy their meal. There are multiple options to make payments to your student's lunch account:

#### **In-Person Payments**

- Payments can be made on school days at the American Indian Model Schools front desk between the hours of 9:30 a.m. to 1:00 p.m.
  - o Address: 171 12<sup>th</sup> St. Oakland, CA 94607
- We accept cash in exact amounts.
  - o A receipt will be given at time of payment.
- Students can make payments at the front desk register between the hours of 9:30 a.m. to 12:30 p.m.
  - o A receipt will be given at time of payment.

#### Electronic Payments through MealTime

- Payments can be made online at <a href="https://www.mymealtime.com">www.mymealtime.com</a>
- There is a 4.9% transaction fee for online payments.

#### Charges/Balances

If a student takes a meal they will be charged for it. We encourage families to have a conversation with students so they know whether they can participate in the school meal program.

American Indian Model Schools will allow students to charge a negative balance to their lunch account. The negative balance limit is \$20.00. Outstanding balances must be paid within 2 weeks.

American Indian Model Schools prohibits the charging of à la carte or extra items by any student with a negative balance regardless of the student's eligibility status.

Once a month balance notifications will be mailed to families. The balance statement will notify you of the current status of your student's lunch account. The balance statement will also include instructions for making payments (same as above).

#### Delinquent Meal Charge Debt

We understand that there are hardships. If your family is experiencing a financial setback, please contact us so we can help. We are willing to work with you to develop a payment plan for your lunch account.

Also, families may submit a free/reduced lunch application at any point during the school year. One application per family. We can assist you in applying for free or reduced lunch if your income situation has changed mid-year.

*Please contact* Ms. Tung at 510-893-8701 *for assistance*.

These policies are also outlined Meal Charge Policy can be found on our school website at www.aimschools.org



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# AIMS Daily Step by Step Requirements for Food Service 2018-2019 School Year

Lunch Service Support: Ms. Dalia & Ms. Marissa

Questions? Need Help? Email, Text or Call!

- Ms. Tiffany Tung (tiffany.tung@aimschools.org)
- Ms. Laila Ahmad (laila.ahmad@aimschools.org
- Mr. Alex Lee (<u>alexander.lee@aimschools.org</u>)
- Ms. Marisol Magana (marisol.magana@aimschools.org)

#### **Daily Step-by-Step Checklist for Lunch Food Service**

ARRIVAL (Marissa or Dalia)					
☐ Document BOTH Cooler Temperatures on Temperature logs					
☐ Do milk count and document on Production Records – close up milk cooler					
DELIVERY RECEIPT (Marissa or Dalia)					
☐ Receive order and double count - ensure <u>ALL items on order are received</u> and <u>milk is a good date</u>					
☐ IF NOT - contact LunchMaster Immediately					
Email: pritika@thelunchmaster.com					
CC: tiffany.tung@aimschools.org, laila. ahmad@aimschools.org					
<u>ted@nobhillcatering.com</u> , lauren@schoolfoodsolutions.org					
☐ Ensure that driver recorded DEPARTURE temperatures and sign off on delivery invoice.					
☐ You need to Record arrival temperatures and sign off					
☐ Ensure the hot boxes are plugged in					
LUNCH SET-UP					
☐ WEAR GLOVES					
☐ Put out Fruits and Veggies					
☐ Tongs for edible skins					
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☐ Put out Utensils					
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☐ Look at production record so you know what the MINIMUM items student needs to take for a					
reimbursable meal - Ms. Dalia or Ms. Marissa					
☐ Put refrigerated items out no more than 5 minutes before students arrive					

☐ Ensure the meal counts match the amounts you served according to the production record

☐ Throw away necessary leftovers

AIMS K-12 College Prep Charter District - 2018-8-16 Special Finance Committee Meeting - Agenda - Thursday August 16, 2018 at 6:30 PM

# Coversheet

# Continuing Vendor LunchMaster Contract

Section: II. Agenda Items

Item: F. Continuing Vendor LunchMaster Contract

Purpose: Discuss

Submitted by:

Related Material: AIMS & LM Contract - LM Signed (1).pdf

#### **Contract Summary**

Vended Meal Service Contract

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

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

Vended Meal Provider: The LunchMaster

Company Address: 601 Taylor Way San Marcos, Ca 94070

#### I. Introduction

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

#### II. General Terms and Conditions

#### A. Term

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

#### B. Designated Contract Liaisons

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

#### C. Fees

#### Fixed-price Contracts

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

#### 2. Payment Terms

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

#### 3. Interest, Fines, Penalties, and Finance Charges

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

#### 4. Spoiled or Unwholesome Food

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

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

#### D. Contract Cost Adjustment

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

#### E. Availability of Funds

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

#### F. Timeliness

Time is of the essence in this Contract.

#### G. Approval

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

#### H. Amendment

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

#### I. Substantive Changes to Contract

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

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

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

#### J. Subcontract/Assignment

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

#### K. Written Commitments

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

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

#### L. Trade Secrets/Copyrights

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

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

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

#### M. Severability

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

#### N. Counterparts

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

#### O. Silence/Absence/Omission

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

#### P. Indemnification

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

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

#### Q. Penalties

For the breach of the Contract and associated benefits:

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

#### R. Small and Minority Businesses - Prime Contractors and Subcontractors

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

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

- S. The VENDOR shall comply with the provisions referenced in Appendix II to 2 Part 200, which include but are not limited to:
  - a) Equal Employment Opportunity (for contracts in excess of \$10,000)
  - b) Davis Bacon Act (for construction contracts in excess of \$2,000)
  - c) Rights to Inventions Made Under a Contract or Agreement (if applicable)
  - d) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352) (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more]

#### T. Force Majeure

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

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

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

#### U. Nondiscrimination

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

#### V. Compliance with the Law

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

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

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

#### W. Choice of Law

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

#### X. Advice of Counsel

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

#### III. Relationship of the Parties

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

#### Food Service Program

#### A. Vended Meal Provider Responsibilities

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

#### B. School Food Authority Responsibilities

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

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

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

#### V. Meal Responsibilities

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

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

#### VI. Books and Records

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

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

#### VII. Monitoring and Compliance

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

#### VIII. Equipment, Facilities, Inventory, and Storage

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

#### IX. Certifications

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

#### D. Debarment Certification

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

#### E. Lobbying

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

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

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

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

#### X. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

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

B. Comprehensive or Commercial Insurance

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

#### C. Property Insurance

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

#### XI. Termination

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

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

# Exhibit A **Scope of Work**

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

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

#### 2. Description of VENDOR Responsibilities

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

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

#### A. Purchasing of Supplies for the Food Service Program

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

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

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

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

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

#### B. Facility or Site Operations

The VENDOR shall recommend:

Safety programs for employees

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

#### C. Menus

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

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

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

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

#### D. Quality Control

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

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

#### E. Staff

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

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

#### F. Records

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

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

#### G. Education

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

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

#### H. Reports

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

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

#### Exhibit B

#### **Schedule of Fees**

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

#### Cost per Meal

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

<sup>\*</sup>Units to be provided by SFA

This contract is agreed upon on the day of, 2018.			
THE LUNCH MISTER	Name – School Food Authority Rep		
Name – Vended Meal Company	Marile – School Food Authority Rep		
Signature – Vended Meal Company  6. M	Signature – School Food Authority Rep		
Position	Position		

# Coversheet

# Lease Agreement for Parking

Section: II. Agenda Items

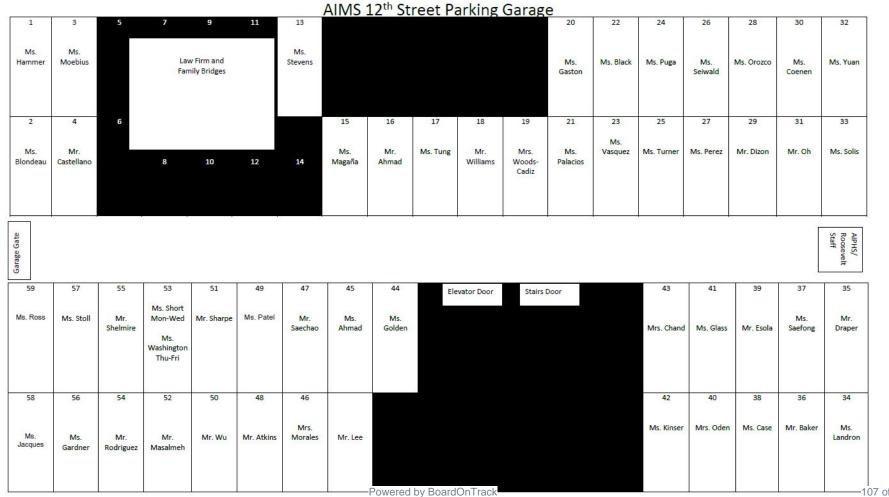
Item: G. Lease Agreement for Parking

Purpose: Discuss

Submitted by:

Related Material: 7. Parking Lease.pdf

# Parking Proposal



# Parking Space Rental

AIMS is leasing nine (9) parking spots to outside organizations. Four (4) parking spaces are being used by Family Bridges and five (5) parking spaces are being used by Kazan Law Firm.

Kazan pays \$150/per month.  $5 \times 150 = 750$ Family Bridges pays \$120/per month.  $4 \times 120 = 480$ Total Revenue = \$750+ \$480 = \$1230

We are currently in need of four (4) additional parking spaces for AIMS staff. Proposal - request that AIMS obtain four (4) additional spaces by decreasing two(2) parking spaces from Family Bridges and two (2) parking spaces from Kazan Law Firm.

To offset the deficit we would increase the monthly parking fees to \$150/month for a total of - \$750. This would decrease our current monthly revenue by \$480.

### Coversheet

### **Elevator Maintenance Agreement**

Section: II. Agenda Items

Item: H. Elevator Maintenance Agreement

Purpose: Discuss

Submitted by:

Related Material: 8. 171 12th Street OG contract 7-13-18 (1).pdf



#### PARAMOUNT ELEVATOR CORPORATION

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

July 13, 2018

To: American Indian Model Schools 171 12<sup>th</sup> Street Oakland, CA 94607

Paramount Elevator Corporation will service the following equipment:

One Smartrise Hydraulic Passenger Elevator

Located at: 171 12th Street, Oakland

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

"Indicator Lights"

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

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

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

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

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

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

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

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

ACCEPTED	Paramount Elevator Corporation Richard Ellstrom, Administrative
(Legal name of Purchaser)	APPROVED
(Signature)	David French, Vice President
(Title) (Date)	
CONTAC	CT INFORMATION
Email:	Phone: ( )
Cell: ( )	Fax: ( )
On-Site Manager:	Phone: ( )

#### Coversheet

# Discussion Regarding Updating 990 Policies & Conflict of Interest Codes

Section: II. Agenda Items

Item: J. Discussion Regarding Updating 990 Policies & Conflict of Interest

Codes

Purpose: Discuss

Submitted by:

Related Material: 1. Notice of Intention to Amend Conflict of Interest Code.DOCX

2. Resolution of the Board Tentatively Adopting the Code.pdf

3. Redline version of Conflict of Interest Code showing Amendments.docx

2a. Exhibit A for Resolution.pdf 2a. Exhibit A for Resolution.DOCX

3. Redline version of Conflict of Interest Code showing Amendments.pdf

2. Resolution of the Board Tentatively Adopting the Code.DOCX

4. Brief Explanation of the Proposed Amendments.pdf4. Brief Explanation of the Proposed Amendments.docx

1. Notice of Intention to Amend Conflict of Interest Code.pdf

## NOTICE OF INTENTION TO AMEND CONFLICT OF INTEREST CODE FOR AMERICAN INDIAN MODEL SCHOOLS

NOTICE IS HEREBY **GIVEN** that American Indian Model Schools ("Corporation"), a California nonprofit public benefit corporation, tentatively approved amendments to its Conflict of Interest Code ("Code") pursuant to Government Code section 87306 at its meeting on December 15, 2015, and intends to adopt the amendments to the Code. Pursuant to Government Code sections 87200 and 87302, the Code has been modified to update certain position titles, designate certain newly created position titles, and clarify certain obligations consistent with statutory and regulatory obligations for employees and consultants of the Corporation who make governmental decisions and/or manage the Corporation's investments, and who, therefore, must disclose certain investments, interests in real property, sources of income and business positions, and disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A public comment period has been established commencing on December 22, 2015, and terminating on February 5, 2016 (a 45-day period). Any interested person may present written comments concerning the proposed code no later than February 5, 2016, to the Corporation's representative at the address listed below. No public hearing on this matter will be held unless any interested person or his or her representative requests a public hearing no later than 15 days prior to the close of the written comment period.

The exact terms of the proposed Code, and all of the information upon which the Code is based, are available for inspection and copying by interested persons by contacting the Corporation representative at the address listed below, and are also available at the Clerk of Alameda County Board of Supervisors offices. The Corporation has prepared written explanation of the reasons for the changes to the Code including all changes in or additions to the designations or disclosure responsibilities and has available all of the information upon which its amended Code is based. Changes to the AIMS Conflict of Interest Code include:

- 1. Revision/Addition of Designated Positions;
- 2. Revision/Addition of Disclosure Categories by Designated Position; and
- 3. Revision of Disclosure Category Definitions.

Any general inquiries concerning the proposed Code should be directed to the Corporation representative listed below:

Superintendent Maya Woods-Cadiz American Indian Model Schools 171 12th Street Oakland, CA 94607 Phone: 510-893-8701 Ex. 16

Email: maya.woods-cadiz@aimschools.org

#### RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS OF AMERICAN INDIAN MODEL SCHOOLS TENTATIVELY ADOPTING AN AMENDED CONFLICT OF INTEREST CODE AND CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, American Indian Model Schools ("AIMS"), last adopted its Conflict of Interest Code pursuant to Government Code section 87300 on September 16, 2014;

WHEREAS, the titles of certain employee positions designated in AIMS' existing Conflict of Interest Code have changed and new positions have been created; and

WHEREAS, AIMS desires to amend its Conflict of Interest Code.

NOW, THEREFORE, the Board of Directors of AIMS does hereby find, resolve and order as follows:

- <u>Section 1.</u> That the proposed Amended Conflict of Interest Code attached to this resolution as Exhibit A be, and hereby is, tentatively adopted as AIMS' Conflict of Interest Code.
- <u>Section 2</u>. The Superintendent is hereby directed to open a 45-day public comment period to begin on December 22, 2015, by posting a Notice of Intention to Adopt an Amended Conflict of Interest Code on AIMS' employee bulletin boards or in the employee newsletters, on the Corporation's website, and concurrently mailing notice to the Board of Supervisors of the County of Alameda.
- <u>Section 3.</u> The Amended Conflict of Interest Code shall become effective immediately upon:
  - a. Its final approval by this Board of Directors following close of the public comment period and after a public hearing, if requested, at its meeting on January 12, 2016; and
  - b. Its approval by the Board of Supervisors of the County of Alameda as the code-reviewing body.
- <u>Section 4.</u> Upon its final approval by the Board of Directors of AIMS, the Superintendent is hereby directed and authorized to submit a certified copy thereof to the Board of Supervisors of the County of Alameda for approval.
- <u>Section 5.</u> This resolution shall take effect immediately upon its adoption. Once the Amended Conflict of Interest Code becomes effective, it shall thereupon supersede any and all prior conflict of interest codes adopted by AIMS.

#### **EXHIBIT A**

# PROPOSED AMENDED CONFLICT OF INTEREST CODE OF AMERICAN INDIAN MODEL SCHOOLS

#### **SECRETARY'S CERTIFICATE**

DECIDITION DECIDING
I,, Secretary of the Board of Directors of American Indian McSchools, a California nonprofit public benefit corporation, County of Alameda, California bereby certify as follows:
The attached is a full, true, and correct copy of the resolution duly adopted at a reg meeting of the Board of Directors of American Indian Model Schools, which was duly regularly held on the 15th day of December, 2015, at which meeting a quorum of the member the Board of Directors was present; and at such meeting such resolutions were adopted by following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
I have carefully compared the same with the original minutes of such meeting on file of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not amended, modified, or rescinded since the date of its adoption, and the same is now in full found effect.
WITNESS my hand this 15th day of December, 2015.
Secretary American Indian Model Schools

# American Indian Public Charter School American Indian Public Charter School HAmerican Indian Public High School Model Schools

171 12th Street Oakland, California (510) 893-8701, (510) 452-3200, Fax

#### **Board Policy Amended Conflict of Interest Code**

#### 1. <u>Standard Code of FPPC</u>

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, a California nonprofit public benefit corporation ("Corporation") 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. <u>Adoption of Standard Code of FPPC</u>

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.

Adopted September 16, 2014

#### **APPENDIX TO**

# BYLAWSAMENDED CONFLICT OF INTEREST CODE OF AMERICAN INDIAN PUBLIC CHARTER SCHOOLAMERICAN INDIAN PUBLIC CHARTER SCHOOL HAMERICAN INDIAN PUBLIC CHARTER HIGH SCHOOLMODEL 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 Public Charter School, American Indian Public Charter School II, American Indian Public High SchoolModel 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**

<b>Designated Positions</b>	<b>Disclosure Categories</b>
Board Members	1 through 71 through 6
Executive Director	1 through 6
Director of Finance Superintendent	1 through 6
Finance Officer	<u>1 through 6</u>
Head of School	<u>1 through 6</u>
Academic Manager	4 through 6
Site Administrator Dean of Operations	1 through 6
Secretary to the Board of Directors	1 through 6

#### Consultants/New Positions<sup>1</sup>

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**

#### <u>Category 1.</u> <u>Reportable Investments</u>

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 school is 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

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<sup>&</sup>lt;sup>+</sup>With respect to consultants, the Executive Director may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the written disclosure requirements described in these categories. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director determination is a public record and shall be retained for public inspection by Corporation in the same manner as this Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

#### <u>Category 4.</u> <u>Less-Inclusive Reportable Investments</u>

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 school is schools are located, and is associated with the job assignment or position of the designated employee; or (b) is associated with the job assignment or position of the designated employee.

#### <u>Category 5.</u> <u>Less-Inclusive Reportable Income</u>

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 school is schools are located, and is associated with the job assignment or position of the designated employee; or (b) is associated with the job assignment or position of the designated employee.

#### <u>Category 6.</u> <u>Business Positions</u>

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.

#### Adopted September 16, 2014

Moved VP Bey, Seconded Martinez.

LeungYesBeyYesBoydYesChenYesMartinezYesMinhYes

**Motion Passes** 

#### **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, 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**

<b>Designated Positions</b>	<b>Disclosure Categories</b>
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**

#### <u>Category 1.</u> <u>Reportable Investments</u>

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.

#### <u>Category 2.</u> <u>Reportable Interests in Real Property</u>

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.

#### <u>Category 3.</u> 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.

#### <u>Category 6.</u> <u>Business Positions</u>

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.

#### **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**

<b>Designated Positions</b>	<b>Disclosure Categories</b>
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.

#### <u>Category 2.</u> <u>Reportable Interests in Real Property</u>

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.

#### <u>Category 6.</u> <u>Business Positions</u>

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.

# American Indian Public Charter School American Indian Public Charter School HAmerican Indian Public High School Model Schools

171 12th Street Oakland, California (510) 893-8701, (510) 452-3200, Fax

#### **Board Policy 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, a California nonprofit public benefit corporation ("Corporation") 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.

Adopted September 16, 2014

#### **APPENDIX TO**

# BYLAWSAMENDED CONFLICT OF INTEREST CODE OF AMERICAN INDIAN PUBLIC CHARTER SCHOOLAMERICAN INDIAN PUBLIC CHARTER SCHOOL HAMERICAN INDIAN PUBLIC CHARTER HIGH SCHOOL 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 Public Charter School, American Indian Public Charter School II, American Indian Public High School 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**

<b>Designated Positions</b>	<b>Disclosure Categories</b>
Board Members	1 through 71 through 6
Executive Director	1 through 6
Director of Finance Superintendent	1 through 6
Finance Officer	<u>1 through 6</u>
<u>Head of School</u>	<u>1 through 6</u>
Academic Manager	4 through 6
Site Administrator Dean of Operations	1 through 6
Secretary to the Board of Directors	1 through 6

#### Consultants/New Positions<sup>1</sup>

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**

#### <u>Category 1.</u> <u>Reportable Investments</u>

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 school is 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

<sup>&</sup>lt;sup>4</sup> With respect to consultants, the Executive Director may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the written disclosure requirements described in these categories. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director determination is a public record and shall be retained for public inspection by Corporation in the same manner as this Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

#### <u>Category 4.</u> <u>Less-Inclusive Reportable Investments</u>

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 school is schools are located, and is associated with the job assignment or position of the designated employee; or (b) is associated with the job assignment or position of the designated employee.

#### <u>Category 5.</u> <u>Less-Inclusive Reportable Income</u>

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 school is schools are located, and is associated with the job assignment or position of the designated employee; or (b) is associated with the job assignment or position of the designated employee.

#### <u>Category 6.</u> <u>Business Positions</u>

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.

#### Adopted September 16, 2014

Moved VP Bey, Seconded Martinez.

LeungYesBeyYesBoydYesChenYesMartinezYesMinhYes

**Motion Passes** 

RESOLUTION NO.	
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RESOLUTION OF THE BOARD OF DIRECTORS OF AMERICAN INDIAN MODEL SCHOOLS TENTATIVELY ADOPTING AN AMENDED CONFLICT OF INTEREST CODE AND CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, American Indian Model Schools ("AIMS"), last adopted its Conflict of Interest Code pursuant to Government Code section 87300 on September 16, 2014;

WHEREAS, the titles of certain employee positions designated in AIMS' existing Conflict of Interest Code have changed and new positions have been created; and

WHEREAS, AIMS desires to amend its Conflict of Interest Code.

NOW, THEREFORE, the Board of Directors of AIMS does hereby find, resolve and order as follows:

- <u>Section 1.</u> That the proposed Amended Conflict of Interest Code attached to this resolution as Exhibit A be, and hereby is, tentatively adopted as AIMS' Conflict of Interest Code.
- Section 2. The Superintendent is hereby directed to open a 45-day public comment period to begin on December 22, 2015, by posting a Notice of Intention to Adopt an Amended Conflict of Interest Code on AIMS' employee bulletin boards or in the employee newsletters, on the Corporation's website, and concurrently mailing notice to the Board of Supervisors of the County of Alameda.
- <u>Section 3.</u> The Amended Conflict of Interest Code shall become effective immediately upon:
  - a. Its final approval by this Board of Directors following close of the public comment period and after a public hearing, if requested, at its meeting on January 12, 2016; and
  - b. Its approval by the Board of Supervisors of the County of Alameda as the code-reviewing body.
- <u>Section 4.</u> Upon its final approval by the Board of Directors of AIMS, the Superintendent is hereby directed and authorized to submit a certified copy thereof to the Board of Supervisors of the County of Alameda for approval.
- <u>Section 5.</u> This resolution shall take effect immediately upon its adoption. Once the Amended Conflict of Interest Code becomes effective, it shall thereupon supersede any and all prior conflict of interest codes adopted by AIMS.

#### **EXHIBIT A**

# PROPOSED AMENDED CONFLICT OF INTEREST CODE OF AMERICAN INDIAN MODEL SCHOOLS

#### **SECRETARY'S CERTIFICATE**

I,, Secre Schools, a California nonprofit publi hereby certify as follows:	tary of the Board of Directors of American Indian Model c benefit corporation, County of Alameda, California,
meeting of the Board of Directors of regularly held on the 15th day of Decer	I correct copy of the resolution duly adopted at a regular American Indian Model Schools, which was duly and onber, 2015, at which meeting a quorum of the members of and at such meeting such resolutions were adopted by the
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
of record in my office; the attached re resolution adopted at such meeting and	ame with the original minutes of such meeting on file and esolution is a full, true, and correct copy of the original entered in such minutes; and such resolution has not been the date of its adoption, and the same is now in full force
WITNESS my hand this 15th da	ay of December, 2015.
	Secretary American Indian Model Schools

#### Description of Amendments to American Indian Model Schools Conflict of Interest Code

American Indian Model Schools ("Corporation"), a California nonprofit public benefit corporation operating three public charter schools within Alameda County, tentatively approved an Amended Conflict of Interest Code ("Code"), subject to a public comment period, opportunity for a public hearing and final approval. Below is a description of the proposed amendments to the Code.

#### Updated Titles for Previously Designated Employees

- "Superintendent" will replace the title of "Executive Director."
- "Finance Officer" will replace the title of "Director of Finance."
- "Head of School" will replace the title of "Site Administrator."

#### Addition of Newly Designated Employees

- <u>Academic Manager:</u> The Academic Manager assists the Heads of Schools as an educational leader of the school and is responsible for assisting with the academic portion of the Corporation's daily operations. The Academic Manager participates in the selection of the academic program materials. The Corporation does not have any surplus or special reserve funds to invest, and the Academic Manager does not direct the investment of public moneys, formulate or approve investment policies, approve or establish guidelines for asset allocations or approve investment transactions. Consequently, the Academic Manager is not an official who manages public investments within the meaning of Government Code section 87200, as defined in California Code of Regulations, Title 2, Section 18700.3, and the Academic Manager will instead be designated under the Code.
- <u>Dean of Operations</u>: The Dean of Operations is responsible for managing key aspects of the Corporation's operations and participates in the selection and procurement of goods, supplies, equipment, and services for the Corporation. The Corporation does not have any surplus or special reserve funds to invest, and the Dean of Operations does not direct the investment of public moneys, formulate or approve investment policies, approve or establish guidelines for asset allocations or approve investment transactions. Consequently, the Dean of Operations is not an official who manages public investments within the meaning of Government Code section 87200, as defined in California Code of Regulations, Title 2, Section 18700.3, and the Dean of Operations will instead be designated under the Code.

#### Correction of Typo in Disclosure Categories for Board Members

• The Disclosure Categories for Board Members will be corrected from "1 through 7" to "1 through 6" because the Code only contains six Disclosure Categories. Therefore, "1 through 7" was a typo.

#### Clarification and Revision to Language Regarding Consultants and New Employees Position

• The language regarding consultants and new employees has been clarified and revised consistent with California Code of Regulations, title 2, sections 18700.3, 18219, and 18734.

#### Modifications to Disclosure Categories

- Disclosure Category 2, Reportable Interests in Real Property, has been amended to specify that a person designated in this category shall disclose all interests in real property, as defined by law, that are within two miles of any of the facilities utilized by the Corporation's schools and that are the type and legal description that can be utilized for public use.
- Each Disclosure Category includes slight grammatical revisions to reflect that the Corporation operates more than one school.

### Description of Amendments to American Indian Model Schools Conflict of Interest Code

American Indian Model Schools ("Corporation"), a California nonprofit public benefit corporation operating three public charter schools within Alameda County, tentatively approved an Amended Conflict of Interest Code ("Code"), subject to a public comment period, opportunity for a public hearing and final approval. Below is a description of the proposed amendments to the Code.

#### <u>Updated Titles for Previously Designated Employees</u>

- "Superintendent" will replace the title of "Executive Director."
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#### Addition of Newly Designated Employees

- Academic Manager: The Academic Manager assists the Heads of Schools as an educational leader of the school and is responsible for assisting with the academic portion of the Corporation's daily operations. The Academic Manager participates in the selection of the academic program materials. The Corporation does not have any surplus or special reserve funds to invest, and the Academic Manager does not direct the investment of public moneys, formulate or approve investment policies, approve or establish guidelines for asset allocations or approve investment transactions. Consequently, the Academic Manager is not an official who manages public investments within the meaning of Government Code section 87200, as defined in California Code of Regulations, Title 2, Section 18700.3, and the Academic Manager will instead be designated under the Code.
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#### Correction of Typo in Disclosure Categories for Board Members

• The Disclosure Categories for Board Members will be corrected from "1 through 7" to "1 through 6" because the Code only contains six Disclosure Categories. Therefore, "1 through 7" was a typo.

# <u>Clarification and Revision to Language Regarding Consultants and New Employees</u> Position

• The language regarding consultants and new employees has been clarified and revised consistent with California Code of Regulations, title 2, sections 18700.3, 18219, and 18734.

#### Modifications to Disclosure Categories

- Disclosure Category 2, Reportable Interests in Real Property, has been amended to specify that a person designated in this category shall disclose all interests in real property, as defined by law, that are within two miles of any of the facilities utilized by the Corporation's schools and that are the type and legal description that can be utilized for public use.
- Each Disclosure Category includes slight grammatical revisions to reflect that the Corporation operates more than one school.

## NOTICE OF INTENTION TO AMEND CONFLICT OF INTEREST CODE FOR AMERICAN INDIAN MODEL SCHOOLS

NOTICE IS HEREBY GIVEN that American Indian Model Schools ("Corporation"), a California nonprofit public benefit corporation, tentatively approved amendments to its Conflict of Interest Code ("Code") pursuant to Government Code section 87306 at its meeting on December 15, 2015, and intends to adopt the amendments to the Code. Pursuant to Government Code sections 87200 and 87302, the Code has been modified to update certain position titles, designate certain newly created position titles, and clarify certain obligations consistent with statutory and regulatory obligations for employees and consultants of the Corporation who make governmental decisions and/or manage the Corporation's investments, and who, therefore, must disclose certain investments, interests in real property, sources of income and business positions, and disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A public comment period has been established commencing on December 22, 2015, and terminating on February 5, 2016 (a 45-day period). Any interested person may present written comments concerning the proposed code no later than February 5, 2016, to the Corporation's representative at the address listed below. No public hearing on this matter will be held unless any interested person or his or her representative requests a public hearing no later than 15 days prior to the close of the written comment period.

The exact terms of the proposed Code, and all of the information upon which the Code is based, are available for inspection and copying by interested persons by contacting the Corporation representative at the address listed below, and are also available at the Clerk of Alameda County Board of Supervisors offices. The Corporation has prepared written explanation of the reasons for the changes to the Code including all changes in or additions to the designations or disclosure responsibilities and has available all of the information upon which its amended Code is based. Changes to the AIMS Conflict of Interest Code include:

- 1. Revision/Addition of Designated Positions;
- 2. Revision/Addition of Disclosure Categories by Designated Position; and
- 3. Revision of Disclosure Category Definitions.

Any general inquiries concerning the proposed Code should be directed to the Corporation representative listed below:

Superintendent Maya Woods-Cadiz American Indian Model Schools 171 12th Street Oakland, CA 94607

Phone: 510-893-8701 Ex. 16

Email: maya.woods-cadiz@aimschools.org

#### Coversheet

#### Discussion Regarding Insurance Brokers

Section: II. Agenda Items

Item: K. Discussion Regarding Insurance Brokers

Purpose: Discuss

Submitted by: Related Material:

2018-2019 CharterSAFE Exposure Spreadsheet.pdf 2018 CS Intro 4.2018.pdf CS Trifold pages 022618.pdf CS Risk Guide PAGES 022018.pdf

JPA 022818-Final.pdf

Response to American Indian Model Schools RFP for Insurance Broker (04-16-18).pdf

#### **CharterSAFE Exposure Spreads**

Title	Email	Primary Phone	Cell/Mobile		
			(if any)		
					Street
					City, C
				+	Street City, ( * Plea

	Mailing Addross						
	Mailing Address						
Street Address:							
City, County, Zip:							

<sup>\*</sup> Please list exposure information at the mailing address as a location below in Section II

Section II: Exposures						Info	rmation is to	be listed by ir	
Location Name	Street Address*	City	Zip	Number of Pre-K students	Number of K-8 students	Number of 9-12 students	•	students with emotional/behav ioral disorder (i.e. have IEPs)	Number of Employees
	•	•	•	0	0	0	0	0	0

es. Each lease should be reviewed carefully by the School or Representative Legal Counsel to ensure compliance with all insurance requirements.

#### s and drones)

\*Please answer Yes or No
ssenger vans used to transport students must be retrofitted to comply with all safety standards established for a school bus. CharterSAFE to compliant with the law.

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Leased? Yes or No	Drivers Education Vehicle? Yes or No	Year	Make	Model	# seats (driver + passengers)	Full VIN#	Purchase Price

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#### heet

Title	Email	Primary Phone	Cell/Mobile (if any)
_			
_			

Billing	g Address (if different from Mailing Address)
Street Address:	
City, County, Zip:	

Section II: Exposures					dividual scho	ool location	1			
Location Name	Street Address*	City	Zip	Number of Pre-K students	Annual Payroll	Number of Volunteers	Total Assets	Employee Retirement Plans Total Contribution	Building value*	Content Value
			•	0	\$ -	0	\$ -	\$ -	\$ -	\$ -

es. Each lease should be reviewed carefully by the School or Representative Legal Counsel to ensure complia

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F	eti	ıda	ante	for	anv	scl

t students for any school-sponsored activities? \*Please answer Yes or No ssenger vans used to transport students must be retrofitted to comply with all safety standards est ot compliant with the law.

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Leased? Yes or No	Drivers Education Vehicle? Yes or No	Year	Make	Model

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Title	Email	<b>Primary Phone</b>	Cell/Mobile (if any)
		•	(if any)
			(II ally)

Section II: Exposures										
Location Name	Street Address*	City	Zip	Number of Pre-K	EDP (Computer/ Electronic Equipment)	<b>Total Insured</b>	y Type (e.g. classroom , gym,	Sq. Footage	% of premises occupied by member	Year Built
						\$ -				
						\$ -				
						\$ -				
						\$ -				
						\$ -				
						\$ -				
						\$ -				
•	•	•	•	0	\$ -	\$ -				<u> </u>

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#### s and drones)

t students for any school-sponsored activities? \*Please answer Yes or No ssenger vans used to transport students must be retrofitted to comply with all safety standards est of compliant with the law.

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<sup>\*\*</sup> Construction Types: B = Brick; CB= Concrete Block; F=Wood Frame; FR= Fire

<sup>\*\*\*</sup> Roof Types: AS = Asphalt Shingles, BU = Built-Up, EF = Environmentally Frien ST = Slate/Tile Roof Shingles)

Leased? Yes or No	Drivers Education Vehicle? Yes or No	Year	Make	Model

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Title	Email	Primary Phone	Cell/Mobile (if any)

Section II: Exposures								
Location Name	Street Address*	City	Zip	Number of Pre-K students	Construction Type**	Roof Type***	# of stories	Smoke Detectors / Fire Alams Y/N

Resistive; M= Masonry; S= Steel Frame

es. Each lease should be reviewed carefully by the School or Representative Legal Counsel to ensure complia

dly, FR = Flat Roof, M = Metal, P = PVC,

#### s and drones)

t students for any school-sponsored activities? \*Please answer Yes or No ssenger vans used to transport students must be retrofitted to comply with all safety standards est of compliant with the law.

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Leased? Yes or No	Drivers Education Vehicle? Yes or No	Year	Make	Model

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# charter SAF

Insurance, Risk Management, and Employee Benefits

#### **Created by Charter School Leaders**

At a time with no option for reasonably priced authorizercompliant insurance coverage. CharterSAFE was created as the first and premier charter school insurance and risk management expert to fulfill the need for a high-quality and comprehensive insurance and risk management program.

#### **Owned by Charter School Members**

We are a non-profit owned by our charter school members. Our complimentary member services, including HR consulting, risk management, and loss control prioritizes the safety of our member schools.

#### **Guided by Charter School Leaders**

The CharterSAFE board of directors consist of your peersleaders in the charter school movement! This enables us to continuously tailor our program to the innovative and everchanging needs of charter schools.

#### For the Benefit of Charter Schools

CharterSAFE's mission is to provide its charter school members with a strong understanding of charter school exposures and risk mitigation. We believe that a safe learning environment allows member schools to focus on and dedicate its resources toward educating students.

"CharterSAFE is a trusted partner, providing our organization with subject matter expertise and excellent customer service. They help us manage risk, comply with insurance requirements, and save money! "

> -SAMAN BRAVO-KARIMI CBO of Bright Star Schools



#### CharterSAFE Insurance and Risk Management Program



Insurance, Risk Management, and Employee Benefits

**CharterSAFE's mission** is to provide its charter school members with a strong understanding of charter school exposures and risk mitigation. We believe that a safe learning environment allows member schools to focus on and dedicate its resources towards educating students.

Towards that goal, CharterSAFE focuses on three aspects of school risk financing and risk management:

- Comprehenisve Property & Casulaty Insurance Program
- Complimetnary Member Services (Safety, Loss Control, HR Consultation)
- Proactive Hands-On Claims Management

Look inside this Trifold to find out more information on our insurance and risk management program!



"If CharterSAFE has been invaluable to ICEF, especially in the area of HR risk mitigation. The guidance, expertise and support of the JPA staff have allowed us to drastically reduce our exposure to the many risks associated with running public schools. Furthermore, their detailed efforts to help with our processes, procedures, employee handbooks and even some hiring decisions have significantly improved our risk management."

- PARKER HUDNUT, CEO, ICEF Public Schools

(888) 901-0004 • insurance@chartersafe.org • www.chartersafe.org

Powered by BoardOnTrack



Insurance, Risk Management, and Employee Benefits for Charter Schools

## **Complimentary Member Services**

At CharterSAFE we have built a program to meet the specific needs of California charter schools. This is a list of no-cost services that are included with your CharterSAFE membership.

#### **Risk Management**

- **1.** Hands-on risk management advice, including comprehensive policies and procedures evaluations.
- **2.** Assistance with activities, trips, permission/waiver forms, transportation issues, fundraisers, internal procedures, and playground management.
- **3.** Membership to **WeTip**, an anonymous crime reporting hotline available to employees, students, and community members.
- **4.** Human Resources Consultation Personalized advice from a highly experienced HR professional with thorough knowledge of the unique nature of charter schools.
- **5.** Contract review Evaluation by an attorney of risk transfer/indemnity provisions in contractual agreements such as property leases, facility use agreements, and vendor agreements, etc.
- Unlimited online training and risk management advisory information via SafeSchools.
- 7. Online newsletter with risk management topics specific to charter schools.

#### Safety and Loss Control

- Comprehensive safety inspection and detailed report, with online mitigation tracking and budgeting capabilities.
- 2. Certified Playground Inspection and detailed report.
- **3.** Safety advisory services, e.g. workstation evaluations, utility cart training, and playground supervisor training.
- 4. Unlimited online employee training via SafeSchools.
- 5. Self-inspection safety checklists for members.

#### Claims and Litigation Management

- 1. Online 24-hour claim reporting and emergency access to the claim manager.
- 2. In-person training on claim reporting and claim management.
- Workers' compensation claim reviews.
- **4.** Workers' compensation cost containment such as utilization review, nurse case manager, and return to work information.
- 5. Information about litigation trends in the charter school community.

Educational Research couldn't ask for a better partner for insurance and risk management than CharterSAFE. The CharterSAFE staff is very responsive whenever we have questions. There is never a question too big or too small. We feel so much more comfortable and confident knowing that CharterSAFE is with us through every step of any claim."

BROOK GUPTA,
 HR Director, Lewis Center for
 Educational Research

(888) 901-0004 insurance@chartersafe.org www.chartersafe.org

# **ABOUT** charter SAFE

CharterSAFE is a non-profit Joint Powers Authority (JPA) created in 2004 by charter school leaders seeking a stable, cost-effective, and comprehensive insurance and risk management solution for charter schools.

A JPA is a contract between two or more public agencies of like services for the purpose of economies in achieving common goals. JPA members are its owners. A JPA is able to focus solely on the specific needs of its members and advocate for its members.

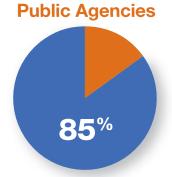
For over 25 years, JPAs have been the most common source of insurance for a range of public agencies, including cities, counties, and school districts. CharterSAFE is the largest insurance partner for independent charter schools in California.

66 CharterSAFE is a trusted partner, providing our organization with subject matter expertise and excellent customer service. They help us manage risk, comply with insurance requirements, and save money! "

SAMAN BRAVO-KARIMI, CBO, Bright Star Schools

#### **Scholastic and Education Organizations in JPAs**

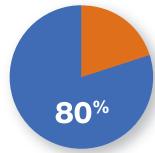
For over 25 years, JPAs have been the most common source of insurance for California schools.







#### **Charter Schools** in CA





**Number of School Sites** 

Served in California

96

2004

2007

2009

2015

Disclaimer: We make every effort to offer accurate, common-sense, ethical human resources, risk management, employer and workplace advice. We are not attorneys, and the content in this document, while authoritative, is not guaranteed for accuracy and legality in every situation, and is not to be construed as legal advice. When in doubt about any information found in this document as it pertains to your school or situation, always seek legal counsel. The information in this document is for guidance, ideas and assistance only.

2017

#### 2017-2018 CharterSAFE Insurance Program

COVERAGES	LIMITS (Per member unless specified otherwise)	DEDUCTIBLES
Director's and Officer's Liability	\$30 Million per claim and aggregate	\$5,000 per claim
Employment Practices Liability	\$30 Million per claim and aggregate	Varies per member
Fiduciary Liability	\$1 Million per claim and aggregate	\$0
Workers' Compensation and Employers Liability	Statutory \$5 Million per occurrence and aggregate	\$0
General Liability Including:  • Sexual Abuse Liability  • Employee Benefits Liability  • Educator's Legal Liability  • IEP Defense Cost  • Excess Liability*	\$30 Million per occurrence and aggregate \$50,000 Sublimit per occurrence and aggregate for Individualized Education Plan (IEP) Defense Cost	\$500 per occurrence for High Risk Activities; applies to General Liability \$2,500 per occurrence for Educator's Legal Liability \$7,500 per occurrence for IEP Defense Cost
Auto Liability and Physical Damage	\$30 Million per occurrence and aggregate for Auto Liability \$1 Million per occurrence for Auto Physical Damage	\$500 per occurrence for Hired Auto Physical Damage
Crime/ Employee Dishonesty	\$1 Million per occurrence	\$500 per occurrence
Property	Replacement Cost of scheduled Total Insured Value (including Building Values, Content Values, and Electronic Data Processing) provided by Member Notable property sublimits include but are not limited to:  • \$150 Million: Boiler and Machinery  • \$10 Million: Builder's Risk, as scheduled with CharterSAFE  • \$10 Million: Extra Expense  • \$10 Million: Business Interruption	\$1,000 per occurrence
Pollution Liability and First Party Remediation	\$1 Million per pollution condition / \$5 Million aggregate Limits are for all CharterSAFE members combined.	\$10,000 per occurrence
Student and Volunteer Accident**	\$50,000 per incident for student accident \$25,000 per incident for volunteer accident	\$500 per incident for High Risk Activities
Terrorism Liability	\$5 Million per event and aggregate Limits are for all CharterSAFE members combined.	\$0
Terrorism Property	\$20 Million per occurrence	\$1,000 per occurrence
Cyber Liability	\$1 Million per claim / \$5 Million aggregate Limits are for all CharterSAFE members combined.	\$2,500 per claim

<sup>\*</sup>Additional excess liability limits up to \$55 Million is available for purchase at our pre-negotiated, cost-effective rate.

<sup>\*\*</sup>Additional limits up to \$7.5 Million is available for purchase at our pre-negotiated, cost-effective rate.

Disclaimer: All coverages are subject to terms, conditions, exclusions and exceptions stated in the Memorandum of Coverage (MOC) and/or applicable policy(ies).

# The TOP 6 REASONS why charter SAFE is the Best Insurance for your Charter School

- Non-profit created by charter school leaders and owned by charter school members: In the beginning and until very recently, charter schools were considered too risky and too small for insurance companies, who provided coverages below authorizer compliant requirements, leaving the school in financial distress if a loss occurs. CharterSAFE was created to provide a comprehensive insurance program and risk management expertise to charter schools. We understand the intricate and diverse needs of our members from new developing schools to large charter management organizations and from schools sharing a district location to various funding mechanisms like SB740 for a charter school facility. CharterSAFE looks out for the best interest of its owners—the charter school members!
- CUSTOMIZED INSURANCE COVERAGES FOR CALIFORNIA CHARTER SCHOOLS: CharterSAFE exclusively provides insurance and risk management services to California charter schools, allowing CharterSAFE to gain a unique and thorough expertise into the needs of charter schools. We write and annually review our insurance policy (the Memorandum of Coverage) for our charter school members, which caters to the risks and exposures of charter schools. Because CharterSAFE focuses solely on the needs of charter school members, we listen and respond to the concerns and wishes of our membership. In 2014, at our member's request, CharterSAFE added Individualized Education Plan (IEP) defense cost and cyber liability (coverage for data breach) to our insurance program.

  CharterSAFE is the first and premier insurance experts for California charter schools.
- 3 APPROPRIATE COVERAGE FOR YOUR BOARD OF DIRECTORS: Some insurance providers erroneously provide School Board Legal Liability as a substitute for Directors & Officers Liability. This poses a personal risk for those that make some of the most important decisions for your school: your board members. The CharterSAFE program includes Directors & Officers Liability coverage.
- 4 LOSS PREVENTION AND RISK MANAGEMENT. Risk management, safety compliance, and human resources consulting are among some of the services provided to CharterSAFE members at no additional cost. CharterSAFE tracks loss trends, safety issues among charter schools, and advises members on best practices in order to avoid costly mistakes and losses. In 2017, we created 4 Safety Grant Awards that seeks innovative and practical solutions to safety issues facing charter schools within our membership and look forward to sharing these solutions to our members in the near future. In addition, we are vetting successful crime awareness training programs and working on an enforceable comprehensive boundaries policy to help schools tackle the issue of sexual molestation.
- 5 CHARTERSAFE IS GOVERNED BY A BOARD COMPOSED OF CALIFORNIA CHARTER SCHOOL LEADERS. This enables us to continuously tailor our program to the innovative and everchanging needs of California charter schools.
- HIGHLY RATED: CharterSAFE brokers and consultants are uniquely qualified in the placement of excess coverage for scholastic and public entity clients. CharterSAFE purchases reinsurance and excess coverages from carriers rated A.M. Best "A- VII" or higher who offer broad coverage and substantial limits. This reduces your out-of-pocket funds that would directly impact your budget, staff, and students.

over 6 years, and we find that the CharterSAFE staff is friendly and helpful, and responds immediately to our questions and needs. They are extremely competitive on their prices, and I would highly recommend CharterSAFE to any charter school administrator who wants insurance coverage for their school without any of the headaches!

- ROGER COY, School Director, Three Rivers Charter School

**charterSAFE** 

(888) 901-0004 insurance@chartersafe.org www.chartersafe.org

# Your charter SAFE Team

#### **Insurance & Member Services**



Thuy Wong, MPH, ARM Vice President, Operations & Insurance Direct: 949.488.2340 Main: 888.901.0004 Fax: 530.236.9569 twong@chartersafe.org



Whitney Delano
Director, Operations
& Insurance
Direct: 916.880.3465
Main: 888.901.0004
Fax: 530.637.5701
wdelano@chartersafe.org



Rigoberto Amezcua Manager, School Services Direct: 909.389.5390 Main: 888.901.0004 Fax: 530.236.9569 ramezcua@chartersafe.org

#### Finance & Compliance



Technology & Finance
Direct: 916.880.3464
Main: 888.901.0004
Fax: 530.637.5701
parcher@chartersafe.org

**Pilar Archer** 

Managing Director,

#### **Risk & Claims Management**



Sue Bedard, ARM-P
Senior Risk & Claims Manager
Direct: 818.394.6544
Main: 818.394.6559
Fax: 916.720.0324
sbedard@chartersafe.org
Emergency Contact: 818.429.3474



Carly Weston, MPA
Risk & Claims Manager
Direct: 818.394.6547
Main: 818.394.6559
Fax: 916.720.0324
cweston@chartersafe.org

#### **Human Resources**



Karla M. Ksan, MPA SPHR PHRca SHRM-SCP Human Resources Specialist Direct: 818.394.6548 Main: 818.394.6559 kksan@chartersafe.org

#### **Workers' Compensation**



Susan Diamanti, WCCP
Workers' Compensation Director
Direct: 818.394.6549
Main: 818.394.6559
sdiamanti@chartersafe.org

www.chartersafe.org

# charter 5 AFE

www.chartersafe.org

# Charter School Safety & Human Resources Considerations



CharterSAFE is a non-profit, risk-sharing pool providing a comprehensive insurance and risk management program to independent charter schools throughout California. Guided by charter school leaders and owned by its charter school members, CharterSAFE serves as the first and premier insurance and risk management expert for charter schools.

CharterSAFE's mission is to provide its charter school members with a strong understanding of charter school specific exposures and risk mitigation. We believe that a safe learning environment allows member schools to focus on and dedicate your resources towards empowering students through education.





## **Human Resources**

Charter schools spend a large percentage of their budgets on labor. Unfortunately, many simple-to-implement best practices are not in place because human resources has not been made a top priority. Claims involving employment practices represent a high share of CharterSAFE annual claims.

# The Top 10 Human Resources Issues Facing Charter Schools

- 1 Recruiting & hiring the right candidates
- Compliance with mandated training requirements
- 3 Up-to-date policies (Employee Handbook)
- 4 Workers' Compensation issues
- 5 Preventing harassment/discrimination/retaliation claims
- 6 Understanding Wage & Hour requirements
- 7 Leaves of Absence administration
- 8 Disciplinary & Termination Procedures
- 9 Understanding at-will employment
- Having the staff & finding the time to do it all!

#### **Top Employment Practices Claim Categories**

- Wage & Hour (exempt/non-exempt classifications, meal/rest break violations, etc.)
- Wrongful Termination
- Discrimination (gender, age, race, religion, sexual orientation and other protected classes)
- Retaliation and Whistle-blower
- Sexual Harassment

#### **Documentation**

It is very important to keep a record of all employment related interactions with school employees. It's the best defense if a claim or lawsuit is filed!

#### Why is documentation important?

- Creates a record which memorializes what happened
- Employees are held accountable for actions
- Helps to neutralize "he said-she said" allegations
- Assists with employee performance evaluations and goal settings, and supports supervisor lay-off and termination decisions

#### For support with Human Resources, please contact:



Karla M. Ksan, MPA SPHR PHRca SHRM-SCP Human Resources Specialist Direct: 818.394.6548

Main: 818.394.6559 kksan@chartersafe.org

# Risk Management – Liability & Property

School safety adherence to best practices is the top priority at all of our schools. At CharterSAFE, we understand the financial limitations faced by charter schools and provide members advice about cost-effective solutions. If you have not had a risk management site visit, please contact us to schedule one today.

#### **Common Sources of Claims**

#### **Students**

- Sexual abuse allegations
- Slip, trip, and fall (especially restrooms/wet areas)
- Sports, playgrounds, and physical education
- Bullying and student-on-student assault
- Traffic management
- Student-on-student assault
- Eye injuries inform the parents ASAP and seek medical attention
- Science lab, shop class, and art classes (burns, cuts, etc.)
- Amusement devices, including bounce houses and other inflatables

#### **Quick Tip: Sexual Abuse Prevention**

- Maintain a robust Boundaries Policy that clearly identifies unacceptable behavior to promote a culture of awareness in the school community.
- Enforce the "Rule of Three" minimum two students with one staff or one student with two staff members.
- Remove items that restrict visibility. No one-on-one behind closed doors unless a supervisor has visual access.

#### **Property and Other Risks**

- Contractor and vendor issues
- Parking lots (vehicle damage and gates)
- Break-ins and theft (especially computer equipment and metal pipe equipment)
- Failure to maintain trees
- Faulty wiring and lack of electrical maintenance
- Water damage

#### **Supervision**

One of the most important things you can do to improve school safety is to get serious about playground supervision. Your playground supervisors should have training and a supervisor safety checklist.

A few items to highlight:

- No football on concrete/asphalt. This may seem like common sense, but we continue to see accidents.
- "Creative misuse" of play equipment
- Portable tether ball can crush feet—remove or permanently install.
- Slides and swings (twisting, jumping)
- Playground surface material maintenance
- Playground supervisor safety checklist and relevant training (surface material, debris, bolts, "S" hooks, and hot surfaces)

#### For support with Risk Management, please contact:



Sue Bedard, ARM-P
Senior Risk and Claims Manager

Direct: 818.394.6544

Main: 818.394.6559

Fax: 916.720.0324

sbedard@chartersafe.org

Emergency Contact: 818.429.3474

# Risk Management – Worker's Compensation

# **Common Sources of Claims Employee Injuries**

This is also a frequent source of claims. For example, a teacher stands on a chair while decorating the classroom and falls. We are seeing teachers injured as a result of playing with kids at recess.

#### **The Top Sources of Employee Injuries**

- Falling from chairs, tables, and desks
- Tripping over backpacks, desks, cords, and uneven surfaces
- Participating in sports or games with students
- Mental stress / hostile environment
- Cumulative trauma (ergonomics-related)
- Strains associated with lifting and pulling
- Assault by students, including bites
- Dunk tanks! They may be fun, but people often get hurt.
- Staff retreats / disaster drills

# **Quick Tip:** Employee Complaints of Wrongful Termination or Discrimination

When a formal complaint is received from an employee, contact CharterSafe immediately before incurring legal bills. We will assist you in maximizing the benefit of your insurance coverage.

#### **Important Workers' Compensation Claims Tips**

At CharterSAFE we receive many questions about Workers' Compensation claims. Below are a couple of quick, but very important tips about reporting such claims.

- Workers' Compensation claims must be reported to CharterSAFE by the injured worker's supervisor or Human Resources Department, not by the injured employee.
- Unless the employee formally pre-designated a personal physician for Workers' Compensation at the time of hire, the employer controls the location of treatment for the first 30 days. You should refer the employee to the industrial/occupational clinic that you have preselected (or in an emergency, to a hospital emergency room). Many CharterSAFE members utilize Kaiser-on-the-Job clinics when there is a location within a reasonable distance of the workplace. For assistance in finding a clinic near you, contact Susan Diamanti at sdiamanti@chartersafe.org.

#### For support with Workers' Compensation, please contact:



Susan Diamanti, WCCP
Workers' Compensation Director
Direct: 818.394.6549
Main: 818.394.6559
sdiamanti@chartersafe.org

# Claims Management

#### The Basics

- **1.** It is important to notify CharterSAFE and file a claim in a timely manner. Claims should be immediately reported through our web portal at **www.chartersafe.org** under "Claims."
- 2. If you have questions about a claim, call **Sue Bedard** or Carly Weston at (818) 394-6559.

#### Always File Claims Through CharterSAFE

Claims should always be filed through CharterSAFE directly. While we work with different insurance carriers, we can assure smooth processing if we are handling and advocating the claim for you.

#### **Important Claims Deadlines**

Insurance policies typically contain timelines for reporting claims. Under the CharterSAFE program, there are some time limitations.

Please visit the Claims section of our website, **www.chartersafe. org**, for important information about deadlines for filing claims to avoid denials of coverage by insurers.

#### Why Filing a Claim Quickly is Important

There a few important items to keep in mind when filing a claim:

Incidents and claims should be reported as quickly as possible. In most cases we should hear from you the same day an incident happens. It's better if we are involved within 24 hours of the incident/injury.

In all cases, there is a direct benefit to immediate incident reporting and investigation, including the following:

- Timely delivery of medical treatment to those in need
- Shorter periods of disability
- Improved public relations
- Reduced likelihood of attorney involvement and lawsuits
- Preservation of crucial evidence
- Cessation of further property damage
- Better opportunity to receive reimbursement from other at-fault parties
- Cost savings and diminished negative impact on future insurance premiums.





#### For support with Claims Management, please contact:



Carly Weston, MPA
Risk and Claims Manager
Direct: 818.394.6547
Main: 818.394.6559
Fax: 916.720.0324
cweston@chartersafe.org



CharterSAFE PO Box 969 Weimar, CA 95736

Return Service Requested

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# Charter SAFE

Insurance, Risk Management and Employee Benefits for Charter Schools

November 2017

CharterSAFE is a non-profit joint powers authority (JPA) that is authorized under California Government Code (§6500-6536).





#### What is a JPA?

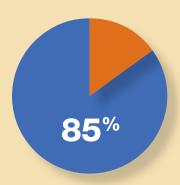
A Joint Powers Authority, or JPA, is a contract between two or more public agencies for the purpose of economies in achieving common goals. JPA members are its owners. In the case of CharterSAFE, the goal is to take advantage of the benefits of group purchasing and self-insurance, thereby lowering insurance costs for all JPA members.

#### Why?

A JPA is able to focus solely on the specific needs of its members, and as a non-profit, cost-savings are a certainty. The appeal of JPA risk-sharing pools is evidenced by the range of agencies that use them, including cities, school districts and counties. JPAs secure lower rates and better services, because their size allows for volume discounts and competition among vendors.

#### **Scholastic and Education Organizations in JPAs**





# CA Public Scholastic Entities



# Charter Schools in CA



For over 25 years, JPAs have been the most common source of insurance for California schools.

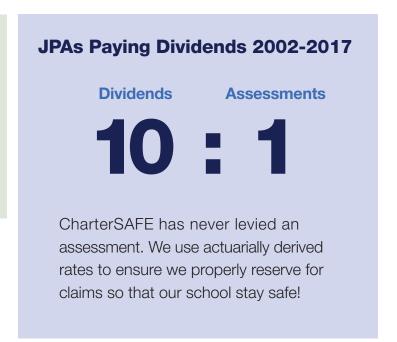
www.chartersafe.org.

#### Are JPAs safe?

JPAs are subject to strict government accounting standards and utilize the services of expert actuaries to predict and fund future claim costs. JPAs are definitely safe! Another important factor to consider—the CharterSAFE Board of Directors is comprised of your peers—charter school leaders throughout the state who have a vested interest in smart management and fiscal integrity.

# Financially Impaired JPAs vs. Insurance Companies 1977-2017 1 JPA 761 Property/Casualty Insurance Companies 0 100 200 300 400 500 600 700 800

As CharterSAFE celebrates its 14th anniversary, our program is financially solvent, stronger than ever, and is continually increasing ways to support our member schools, including a safety grant program.





Disclaimer: We make every effort to offer accurate, common-sense, ethical human resources, risk management, employer and workplace advice, both on this website, and linked to and from this website. We are not attorneys, and the content on this site, while authoritative, is not guaranteed for accuracy and legality in every situation, and is not to be construed as legal advice. When in doubt about any information found on this site as it pertains to your school or situation, always seek legal counsel. The information on this site is for guidance, ideas and assistance only.



RESPONSE TO REQUEST FOR PROPOSAL (RFP) FOR

#### **Insurance Broker for American Indian Model Schools**

**April 16, 2018** 



#### **PRESENTED BY**

ALLIANT INSURANCE SERVICES, INC.
1301 Dove Street, Suite 200, Newport Beach, CA 92660 | (949) 756-0271 | www.alliant.com
Insurance License No. 0C36861



April 16, 2018

American Indian Model Schools Attn: Susan Schickman 171 12th Street Oakland, CA 94607 Via email finance@aimschools.org.

#### Response to Request for Proposal for Insurance Broker

Dear Ms. Schickman,

Alliant Insurance Services, Inc. (Alliant) would like to thank you for the opportunity to provide our qualifications to American Indian Model Schools (AIMS). We believe Alliant is uniquely qualified to assist AIMS with your Risk Management and Insurance program.

If you need any clarification about this response, or have other questions for us, we would be happy to respond. Otherwise, we hope to demonstrate our skills to you in practice.

Best regards,

Tom Boobar

First Vice President – K-12 Education Practice Leader

tom.boobar@alliant.com (949) 260-5096 (Office)

(818) 371-9000 (Cell)

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#### a. Executive summary, company organization, primary contact for this proposal.

Alliant is a full service insurance brokerage firm with the ability, resources and desire to be AIMS's partner in meeting its insurance and risk management objectives. We have grown to become California's leading broker for schools due to a culture that emphasizes a passion for expertise, creativity, and customer service.

Our goal is to take a consultative approach in delivering the services you need to protect your school community. We commit to spend the necessary time with your staff to gain a meaningful understanding of your existing operations and programs, and what you desire for the future. Next, we commit to applying what we know and have learned to design a service plan, underwriting specifications, and a coverage structure that achieves your coverage goals. Finally, we commit to providing the risk management consultative services to support and enhance your risk management efforts.

With this approach, the wealth of our education section expertise, and our strong relationships with school insurers, we can deliver superior results for AIMS. Key features of our education practice are as follows:

- Education Specialists: Over the past 30 years, Alliant has developed custom insurance and risk management programs for our school clients. We provide brokerage services for the largest and most complex educational institutions in the country which includes private, public, and higher education school networks in various states. Our service team will apply this experience to the benefit of AIMS. Our education team prides itself not only in its expertise, but in its 24/7 responsiveness.
- **Risk Manager and School Broker:** Alliant is qualified to consult as AIMS's Risk Manager and provides support to 950 charter schools on a national basis including 30 other states. We will provide onsite Risk Assessment visits conducted by your assigned Team Leader and broker Tom Boobar, a Certified Safety Professional with 27 years of experience. The visits will be consultative and interactive designed to work closely with staff onsite to discuss all potential risks facing your school.
- Fully Insured Program with AM Best "A" rated insurance carriers: Our program will only place AIMS's with AM Best A-rated and fully insured insurance carriers with significant asset size. The coverage we place for AIMS will have no potential for future premium assessments, no joint purchase or sharing of risk with other smaller charter schools, and allow AIMS to develop an experience modification and take ownership of customized loss control efforts.
- Defined Client Service and Marketing Process: We center our service activities on a *Defined Client Service and Marketing Process*. This process is designed to provide consistency in quality service, and provides checkpoints and timelines for monitoring our jointly agreed upon service standards.



- Choice of Counsel: Our aforementioned program provides Choice of Counsel for general, professional school board, educators legal, and employment practices liability. Our program carriers believe in working with counsel closest to AIMS to resolve claims as quickly as possible.
- Protect and Manage Risk for AIMS's Extracurricular Activities: Alliant's school safety team
  will help manage AIMS's risk for student foreign travel, field trips, sports programs, arts and
  music, clubs and other school organizations.
- **Technology and Online Communication:** AIMS will have access to Alliant *Connect*, which is our web-based or "App" portal system that offers secure 24 hour access to your insurance information. It is especially useful for maintenance of all policy data and large document sharing. This portal provides seamless integration with our OASYS Net property system and CSR 24 certificate tracking system.
- Help Manage Transportation Risk and implement a Premise Use Special Events program: We will assist by proactively reviewing current transportation policies, help understand insurance and risk implications, and closely monitor special event risk to be sure AIMS is covered appropriately. Our special events program is operated by a dedicated team member who will help AIMS with all associated risks. We can conduct in service training to AIMS personnel to ensure your practices remain current and consistent with your peer schools.



b. Provide a brief description of the history and organization of the firm and of any proposed subcontractor.

Alliant was established in 1925 in San Diego, California as the Robert F. Driver Company. Today, it is a privately held corporation headquartered in Newport Beach, California. As a firm, we are the largest specialty insurance broker in the country, with our focus devoted to selected industry segments including public entity, education, construction, real estate, healthcare, tribal nations, hospitality, non-profits, and legal professionals. *Business Insurance* ranks Alliant as the second largest privately held broker.



Primary contact: Tom Boobar MBA, MS, CSP

First Vice President

D (949) 260-5096

M (818) 371-9000

E tom.boobar@alliant.com

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.

Our education team works throughout California in twenty-two offices. Our day to day teams assigned to AIMS would be:



**Primary**: 1301 Dove Street, Suite 200 Newport Beach, CA 92660; Total employees at this location: 246 **Secondary:** 100 Pine St. 11<sup>th</sup> Floor, San Francisco, CA 94111; Total employees at this location: 100

**Local Capabilities:** The Alliant offices in Newport Beach and San Francisco have full service risk consulting and insurance brokerage capabilities with many professionals dedicated to providing a complete range of insurance related services to the educational sector. The Newport Beach office tends to cater more to K-12 clients, and San Francisco more toward higher education clients, but both offices do both.

The three most important responsibilities of a broker include:

- Professional commitment to providing a superior insurance and risk management service and help AIMS avoid surprises with 24/7 availability and personalized approach.
- Complete disclosure and transparency in compensation.
- Execution and delivery of our product on a timely basis.

We take the servicing of our accounts very seriously. Our step by step servicing model discussed in the Description of renewal processes later in the RFP response, the *Defined Client Service and Marketing Approach*, coupled with an in depth six (6) part Risk Identification Plan, will ensure the high quality of service we provide to our school clients. Both of these resources will be facilitated on behalf of AIMS. These processes allow us to bring the most technologically advanced products and methodologies while implementing them in such a way that meets and hopefully exceeds your servicing expectations.

A critical piece of the interaction we will have with your team is the feedback we will get from you as we perform the activities that comprise our service plan. This section outlines the ways in which we evaluate our performance, time management, as well as your needs and level of satisfaction. To illustrate our attention to detail regarding the servicing of our clients, we have provided below an excerpt from our Service Standards Guidelines that outlines our service delivery guidelines:

Activity/Key Deliverable	Delivery Timeframe
Request for contractual insurance requirements	Acknowledged within 24 hours of receipt of request. Completion date will be as agreed between AIMS and Alliant.
Phone Calls Returned	Phone call received in the morning returned in the morning. Calls received in the afternoon returned in the afternoon.
E-mail Returned	Review regularly (morning and afternoon) and respond within 24 hours to acknowledge receipt.
Summons & Complaints	Upon receipt or prior to end of business day.



Activity/Key Deliverable	Delivery Timeframe
Claim First Report to Carrier	Immediate or no later than prior to end of business, even if complete data is not available.
Claim follow up with Carrier & Client	Within 24 hours of first report of loss.
Open Activities & Suspense	Daily.
Pre-Renewal Letters to Client	120 days prior to expiration.
Renewal Business Applications to Market	90 days prior to expiration.
Binders	Same day coverage is bound with approval. If wholesale broker used, we will advise client with written confirmation of coverage.
Binders	Same day coverage is bound with approval. If wholesale broker issued, advise client written confirmation of coverage is on its way.
Agency Bill Binder Billing	No later than the inception date of coverage.
Certificates	Within 24 hours of receipt on a normal schedule and within 8 hours on a rush schedule.
Policy reviewed for accuracy	Within 10 days from receipt from carrier.
Policy delivered to client	Within 10 days from receipt from carrier and within 90 calendar days of their effective date.
Agency Bill Additional and Return Premium Endorsements	Within 5 days of receipt into the agency.
Claims Review with Client	60 days prior to expiration, including any prior year with open losses.
Claims History and Loss Runs	Annually or any time upon request.
Semi-Annual Stewardship Report	Two weeks after the end of each 6 month calendar year period.
Audit review and processing	Within 48 hours of receipt.
Contract Costs Statement	Annually.
Premium Rates/Commission Rates (per market per layer)	Within 30 calendar days of binding.
State of the Market	Annually, or as requested.



#### Meetings/Reports to Management

Built within our standard service plan are regularly scheduled meetings and/or reports that allow opportunities to review our progress on a regular basis. These include:

- Monthly Open Items Meetings A key objective for AIMS and the Alliant team is to ask if there are any service issues and to determine the most important items that need to be completed. Our Open Items Report is updated to reflect these issues and your Alliant team will take whatever corrective actions need to be undertaken, if any.
- Annual Renewal Strategy and Stewardship Meetings Our strategy meetings, whether they are formal or informal, also allow us to ask how we are meeting AIMS expectations and determine what service corrections, if any, need to be taken.
- 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.

Alliant's State of California license and good standing have been included in *Appendix A*. A copy of Alliant's Errors and Omissions certificate of insurance is included in *Appendix B*.

e. Minimum of five (5) years in business as a firm.

Alliant has been in business since 1925, see above answers to items "a" and "b".

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.

Alliance College Ready Public Schools – 15,000 + Students, 1500 Employees		
Contact:	Cynthia Leonard, Vice President of Operations	
Broker:	Tom Boobar	
Phone:	(213) 604-5024	
Address:	601 South Figueroa Street, Los Angeles, CA 90017	
E-Mail:	cleonard@laalliance.org	
Line(s) of coverage:	Package, Workers Compensation, Umbrella, Crime, Cyber, Student Accident, Builders Risk	



KIPP Bay Area Schools – 5,000 + Students, 500 Employees		
Contact:	Ruchi Thiru, Managing Director of Operations and Information	
Broker:	Tom Boobar	
Phone:	(415) 548-1536	
Address:	1404 Franklin St #500, Oakland, CA 94612	
E-Mail:	ruchi.thiru@kippbayarea.org	
Line(s) of coverage:	Package, Workers Compensation, Umbrella, Crime, Cyber, Student Accident, Builders Risk	

<sup>\*</sup>Note: Alliant's clients include a National program for all 200+ KIPP Schools

Achievement First Inc. located in NY, CT, RI –13,000+ Students, 1900 Employees		
Contact:	Pete Cymrot, General Counsel	
Broker:	Tom Boobar	
Phone:	(917) 435-7012	
Address:	335 Adams Street, Suite 700, Brooklyn NY 11201	
E-Mail:	petercymrot@achievementfirst.org	
Line(s) of coverage:	Package, Workers Compensation, Umbrella, Crime, Cyber, Student Accident, Builders Risk	

New Education for the Workplace – Schools in Multiple States 2,000 + Students, 200 Employees		
Contact:	Larrie Hall, Executive Operations Officer	
Broker:	Tom Boobar	
Phone:	(760) 631-7538	
Address:	2611 Temple Heights Drive, Oceanside, CA 92056	
E-Mail:	larrie.hall@siatech.org	
<i>Line(s) of coverage:</i>	Package, Workers Compensation, Umbrella, Crime, Cyber, Student Accident	

Los Angeles Unified School District – 640,000 Students		
Contact:	Robert Reider, Director of Risk Management	
Broker:	Daniel Howell	
Phone:	(213) 241-1843	
E-Mail:	robert.reider@lausd.net	
Line(s) of coverage:	Property, Liability, Boiler & Machinery, Crime, Travel Accident	



 g. A qualified principal with five (5) years' experience in commercial lines insurance brokerage in California.

See Tom Boobar's qualifications in Resume which include 27 years of Risk Management and Insurance experience.

#### h. Experience providing insurance brokerage services to Government entities in California.

Over the past 30 years, Alliant has developed custom insurance and risk management solutions for our clients. We provide services to over 6000 public entity clients and School Programs in over 43 states, many with significant catastrophe exposures. Schools represent approximately 20% of our clientele with over 1000 across the United States. We are the broker for three of the five largest public school districts in California and the broker for the Los Angeles County Office of Education. Our education team in Newport Beach works exclusively with K-12 charter schools in California and nationally similar to AIMS.

Alliant has significant expertise in assessing our school clients' insurance exposures and at least annually recommends program design improvements as either the insurance market or the clients exposures evolve. Our school brokerage specialists have many years of experience placing some of the most complex and diverse educational risks in the global insurance marketplace. We place coverage for smaller community based charter schools such as Vista Oaks in Lodi California, to the largest school districts in the state, Los Angeles Unified School District, as well as, the California State University Risk Management Authority, and several California community colleges. We know schools and understand the unique exposures that you face.

#### i. Safety and Loss Control experience.

We strongly believe all Risk Control services provided to our clients should be focused on its needs and not focused primarily on the needs of the insurance company. There can be tremendous benefit from Risk Control services tailored to each client's exposures, needs, and culture. We believe a collaborative risk management approach that includes the client, broker, underwriter, and Risk Control representative is the best solution to addressing your needs. Our Risk Control services will be focused on identifying and reducing exposures and will be part of an overall risk management program strategy.

Access to Safeschools.com	Risk Control Hotline & Alerts	Smart Phone Emergency Preparedness Application
Risk Control Webinars	Newsletters	Fact Sheets

We have listed below various Risk Control services which will be made available to AIMS if selected as your partner broker.



**Special Events Risk Management** – When your organization is planning a special event it is time to consider what can go wrong and what harm can come to your assets – the people, income, reputation, and goodwill of the organization. This session will help your organization be ready to deal with unexpected large crowds, guests that out-stay their welcome, unpredictable weather, alcohol/food service, onsite volunteers, permits, and contracts with vendors, certificates of insurance, security details, and parking.

- Property Risk Control Surveys
- Risk Assessment Surveys
- Fire Investigation and Root Cause Analysis
- Property Loss Control Training
- Safety Training
- Compliance and Quality Assurance reviews
- First Aid/CPR/AED Training
- Office Ergonomics
- Industrial Hygiene Services
- Air Sampling Hearing Conservation
- ADA Assessments
- OSHA Compliance
- Safety Program Review
- Lockout-Tagout & Hazardous Energy
- Bloodborne Pathogens Plan
- Confined Space Entry
- Respiratory Protection Program
- Construction Safety
- Contractor Selection & Control
- Return-to-Work & Transitional Duty
- Powered Industrial Lifts
- Hazard Communication
- Workers' Compensation Claims Administration

Customized Webinars – As an Alliant client, AIMS will have access to our extensive webinar library as well as upcoming webinars. Our webinars are developed and presented by both Alliant staff members and third party experts. In addition to site inspections, and onsite training, we have crafted unique services geared towards institutional buyers of property insurance. These services include web-based safety training "webinars" with a property focus. They are free of charge and offered on a monthly basis. Below is a sample of property related webinars that we have presented in the past. These are available to "play back" on-line at any time:

- Modeling Catastrophic Exposures and Calculating Probable Maximum Loss
- Secondary Characteristics for Wind and Earthquake Modeling



- Incident Investigation and Root Cause Analysis
- Identifying and Managing Electrical Hazards
- Preventing and Responding to Flood and Water Damage
- Lessons learned from Earthquakes
- Beyond Disaster Recovery: IT and Business Recovery
- Understanding Catastrophic Exposures
- Using Infrared Surveys in Property Loss Control
- Preparing for a Pandemic or Other Catastrophic Event
- Life Safety for School Facilities
- How to Reduce the Impact of Fraud on Your Organization

#### Menu of General K-12 Loss Control Services Available:

- 1. Safety Management Organization and Orientation
- 2. Safety Integration/Behavior Based Safety
- 3. Special Education Loss Control
- 4. Safety Process Measurement
- 5. Safety, Profitability, and Organizational Efficiency
- 6. OSHA Regulations and Inspection Handling and Appeals

**Online Training** – Alliant offers the following on-line K-12 specific training courses from our online training provider SafeSchools.

- Mandatory Reporting Course (for Child Abuse Cases)
- Active Shooter for Administrators and School Staff
- Reasonable Suspicion Course
- Food Service Safety Course
- Blood Borne Pathogen Universal Precautions Course
- Sports Facility Safety Course (Inspection & Maintenance-using customized checklists available in English and Spanish)
- CPR Course (all but the hands-on practice is included)
- First Aid for Playground Safety Course
- New Hire Orientation Course (can be adapted for member district specific requirements)
- Slips, Trips, & Falls Course
- Lifting Back Injury Prevention Course
- Sexual Harassment Course (Student Behavior Response)
- School Violence Preparedness Course (Dealing with Weapons)
- School Safety Behavior (Bullying, Predators, Intruders, & Cyber Issues)
- Conflict Management Course



- General Health Awareness Course (Diabetes, Allergies, Seizures, & Asthma)
- Ergonomics Course
- General School Safety Course
- Transportation Safety for Children with Special Needs

## The Responsiveness of our Loss Control Department

We currently operate a K-12 risk management Solution Center for other schools and typically provide answers to client questions and requests for assistance before the close of the same business day or no later than the next business day. We would provide at least this level of responsiveness to AIMS's requests, and strive to exceed AIMS's expectations for service.

## **Quality is Integral**

Fundamental to our operations is that quality is an integral component of our business model. It pervades all aspects of our work culture and our delivery of value-added services. Our commitment to quality is an active work process that includes:

- Maintaining standard operating procedures for critical work processes.
- Requiring that all work products undergo a technical peer review by a senior technical expert.
- Having document deliverables reviewed by a technical editor prior to release to clients.
- Requiring consultants to attend annual professional development programs ill order to maintain their technical competence.
- During the hiring process, performing criminal background checks as well as verifying education and personal references.
- Requiring new employees to qualify in areas of practice through a technical mentoring program prior to being allowed to deliver such services to clients.

Having senior managers audit the project files of consultants to ensure project documentation meets internal recordkeeping standards.

Continuing our commitment to risk management technology for AIMS, we will work with AIMS to develop a tailored Risk Control plan from the onset of our relationship. One example of other risk management services vital to AIMS's goal of keeping students, staff, and community members' safe each day is risk control services for Emergency Preparedness.

## **Emergency Preparedness**

Most emergency plans are not in the hands of who needs it when a crisis occurs. Schools typically have a comprehensive Emergency Plan, although very few employees have it handy when an actual crisis occurs. As a result, individuals often panic and respond in a manner that jeopardizes the safety of themselves and others.



Our Emergency App can be downloaded to any iOS, Android or Amazon device. The App has the flexibility to deliver plans that are 100% customized by:

- Location
- Situation
- Audience
- Policy
- Expertise



Emergency procedures and instructions are easily managed by via an online dashboard and pushed in real time to smart-phones and tablets.

Authorized administrators have the ability to modify plans, send push notifications, create security passwords, control users and delete plans.

## **Every Emergency Mobile App includes:**

- Convenient access to emergency information with features such as diagrams, one-tap calling, push notifications, maps and more.
- Replacement of traditional paper-based flip-charts, laminated wallet cards or lengthy standard operating procedures.
- Improved efficiency by aligning event-specific information with contacts.



- Unlimited updates, Unlimited users, Unlimited update notifications, Unlimited downloads.
- Secure cloud storage of plan.
- Printable plans.
- Peace of mind knowing your organization's emergency information is within an arm's reach.

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.

Alliant understands that selection and assignment of project staffing is critical to establishing the foundation of a long term, healthy partnership with our clients. Our proposed team is comprised of full-time Alliant employees and represents a wealth of school, construction, real estate and property specific insurance brokering and risk management experience. We identify each proposed team member below and a description of the services they would provide. (Note: Alliant has over 3,000 employees).



Collectively, our team has worked with hundreds of schools and we bring to AIMS unparalleled knowledge of your unique exposures and the best way possible to address them. Included is a perspective derived from years of hands-on experience working with education entities of all sizes.

Please refer to *Appendix C* for complete resumes for all service team members.

## **AIMS/Alliant Service Team** TOM BOOBAR CSP, MBA, MS DANIEL HOWELL JD Team Leader - Education Peer Review – Education Day to Day Service San Francisco, CA Newport Beach, CA DAY TO DAY SERVICE TEAM TECHNICAL SUPPORT HEIDI NEWELL LILIAN VANIELDT Service Team Leader **Education Specialist** Newport Beach, CA Newport Beach, CA MARIA GREGORIS ROBERT FREY Account Executive Claims Consultant Newport Beach, CA San Francisco, CA KORTNEY BOLTON TIM LEECH CSP Loss Control Consultant Account Manager Newport Beach, CA Newport Beach, CA

## Tom Boobar CSP, MBA, MS, First Vice President | Team Leader (Day to Day Service)

Tom will be the principle Team Leader for AIMS. He will lead the service team and have overall responsibility for all services delivered, including the management of insurance placements, program timeline development, project deliverables, risk management services, and client communication.

Tom responsibilities will include the development of the marketing strategy and negotiations with insurance markets. He will have the overall responsibility for the design and implementation of AIMS's insurance and risk management program. Tom will also provide Safety and Health Services as a licensed "Certified Safety Professional." Tom will manage the insurance programs from the Newport Beach office with help from his service team. He will be responsible for ensuring that all questions are answered accurately and in a timely fashion.



Tom is a licensed Fire and Casualty insurance broker in all 50 states and holds an active Certified Safety Professional license. Tom has a Bachelors and Masters of Science in Environmental Health and Safety (CA State University, Northridge) and a Masters of Business Administration with emphasis in Finance (Pepperdine University). Tom has 27 years of Risk Management and Safety experience with catastrophic onsite accident investigations and specific K-12 risk management work.

## Daniel Howell, Sr. Executive Vice President | Peer Review

Daniel joined Alliant in 1998 and offers an extensive property and casualty background including many years guiding public entity and education clients. His expertise enables him to provide insightful understanding of issues and well-reasoned solutions to those issues. Daniel's education includes an A.B. in History from Stanford University, and a Juris Doctorate from UC Hastings College of Law. He also holds designations in good standing for both the Chartered Property Casualty Underwriter (CPCU) and the Associate in Risk Management (ARM-P) and is an active member of the California State Bar.

For AIMS, Daniel's role will be to serve as senior contact for peer review of Tom Boobar, including design and implementation of all programs. He will also be responsible for timely achievement of all deliverables and personally participate in strategic planning and execution.

## Heidi Newell, Account Executive (Day to Day Service)

Heidi's responsibilities will be to assist Tom and any consultants in providing day-to-day quality administrative services, including insurance market specifications preparation, endorsement requests, policy reviews, policy summaries, assistance with excess reporting, claims interaction, and premium invoicing. Heidi is dedicated solely to managing school clients. Heidi will provide oversight to a service team of experienced professionals skilled at providing accurate policy review, prompt policy and certificate issuance and answers to coverage questions. Heidi will also act as AIMS's conduit when seeking services from Alliant's loss control division. Heidi has been in the insurance industry for over 20 years, with the past 10 years focused solely on program account management. Heidi is a licensed Fire and Casualty insurance broker.

## Maria Gregoris, Assistant Vice President | Account Executive (Day to Day Service)

Maria's responsibilities will be to technical and administrative services, including such items as insurance carrier specification(s) preparation, certificates of insurance processing, endorsement requests, policy reviews, policy summaries, invoicing, and monthly bordereaux processing. Maria has been in the insurance industry for over 20 years, with the past 10 years focused solely on program account management for California school districts. Maria is a licensed Fire and Casualty insurance broker and has earned her Certified Schools Risk Manager (CSRM) designation.

## **Kortney Bolton, Account Manager (Day to Day Service)**

Kortney's responsibilities will be to assist Heidi and Maria with certificates of insurance processing, endorsement requests, policy reviews, policy summaries, invoicing, and monthly bordereaux processing.



## Lilian Vanvieldt, Senior Vice President | Education Specialist

Lilian will assist Tom as needed with direct placement of the insurance coverage. Lilian provides a comprehensive approach to risk financing and alternative risk analysis with emphasis on claims advocacy. In her role as schools team leader for Alliant, she brings a distinctive understanding of the risk exposures faced by large school programs. Her expertise includes developing, implementing, and managing programs throughout the Unites States.

## Robert Frey, First Vice President | Claims Consultant

As head of the Specialty Group Claims department in Alliant's San Francisco office, Bob will be AIMS's primary contact for reporting claims and working with carriers on all claims. His most valuable role will be to act solely as a claim consultant and advocate on difficult and severe claims. Bob's role will be to complement and supplement your efforts in obtaining quick and equitable claims resolutions while acting as a claims resource. His responsibilities include ensuring the assistance of his dedicated claims staff, the initial reporting of claims to both primary and excess carriers, tracking the status of large open claims, and coordinating carrier claims meetings. Where necessary, Bob will be supported by senior professionals within our office who have substantial experience in helping our Specialty Group clients negotiate settlements on large, complex property and liability claims.

## Tim Leech, First Vice President - Risk Control Consultant | Loss Control Consultant

With over 20 years' experience in loss control, safety and risk management, Tim will work with Tom Boobar as AIMS's dedicated loss control consultant. At Alliant, his role includes identifying loss trends, developing risk management solutions, and serving as a dedicated resource for AIMS.

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.

Alliant is widely recognized as a leader in the education sector. As such, we have the experience and working knowledge of how best to access carriers that want to see education business. We identify preferred insurers by individual coverage requirements and several key elements, including market stability, financial strength, flexibility, and capacity.

Alliant's Defined Client Service and Marketing Process is the framework for our business approach and a technical practice implemented in a manner that aligns with AIMS's goals. This process has been developed through our years of experience and is fully customizable to suit each client's needs. The Alliant approach provides consistency in quality service, checkpoints, and timelines for monitoring our jointly agreed upon service standards, and ensures the appropriate planning occurs well in advance of the expiration date. In addition, we use Quality Committees to continuously monitor the implementation of these best practice standards.



Purposefully, this process begins with transition planning, and includes an in-depth risk management analysis, in addition to service and marketing activities. What follows is an illustration of this process, with each step containing a detailed explanation along the way. As we base our proprietary Defined Client Service and Marketing Process on our "Risk on a Broader Perspective" philosophy, we are confident in saying that we know of no other broker that adheres to such a process as vigorously as Alliant.



## TRANSITION PLAN/ANALYTICS & DIAGNOSTICS (90 days prior to renewal)

Once appointed as AIMS's Broker of Record, we will begin to transition the work flow from your current broker(s) to Alliant. Given the absolute importance of a successful transition for each new Alliant client, we will employ the following steps during the implementation of the program to make the transition as seamless as possible for AIMS.

## Step 1: Identify Appropriate Personnel and Discuss the Defined Service and Marketing Process

- Identify individuals who will be involved in the transition from Alliant and AIMS.
- Discuss Defined Service and Marketing Process and tailor it to AIMS's unique needs.
- Facilitate dialogue between key personnel at Alliant and AIMS; including claims, loss prevention, accounting, board members, etc.

#### **Step 2: Notify Carriers**

- Alliant will prepare Broker of Record Letters (BORs) for AIMS and then file it with the appropriate carriers.
- Confirm acceptance of all BORs filed.



## Step 3: Information Gathering/Data Acquisition

- Financial statements
- Audits
- Actuarial studies
- Bylaws
- Claims data
- Corporate information

- Exposure data
- Draft submissions
- Exposure data
- Historical Policy Digest
- Policies/Summaries
- Schedules or other data elements

## **Step 4: Administrative**

- Create Open Items Report.
- Further develop annual work plan to include all key stewardship tasks/dates/milestones.
- Develop protocol for execution of all key deliverables.
- Identify and plan for any other key administrative tasks as defined by AIMS.
- Provide laminated team charts/contact cards.
- Execute service agreement.

## **Step 5: Risk Identification**

- Review all data accumulated from the information gathering/data acquisition process.
- Discuss with key operational personnel (operations, finance, legal, quality, risk, claims).
- Strategic discussions regarding mission, key AIMS initiatives, financial goals, short- and long-term operational and financial goals, unique financial issues, risk philosophy.
- Discuss unique claims or risk issues as defined by AIMS.

## **Step 6: Documentation and Implementation**

- Prepare a summary report detailing the process, observations, and key findings.
- Review summary document and confirm findings.
- Develop renewal timeline in conjunction with the Annual Work Plan.

Our service team will coordinate these activities to help ease the administrative burden on AIMS. Our priority is to become intimately familiar with your overall insurance program and unique loss exposures. Therefore, we will get to know AIMS through a thorough review of your website, financial statements, and loss runs; an analysis of your policy language and coverage to determine the exact coverage being provided; personal discussions; and on-site visits. We will use our unique five-part Risk Identification Model to identify and analyze your unique loss exposures.



2

## RISK & COVERAGE PROFILE (90 days prior to renewal)

For coverage assigned to us, we will develop a Risk Profile unique to AIMS. We will compare this Risk Profile to your current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide you with a written report outlining our observations and recommendations.

3

## RENEWAL STRATEGY MEETING (90 days prior to renewal)

At least 90 days before your major renewal date(s), we will coordinate a Renewal Strategy Meeting to:

- Review our Risk and Coverage Analysis, the resultant Risk Profile and the adequacy of your current insurance portfolio.
- Update AIMS on the current insurance market.
- Discuss recent renewal results for similar clients.
- Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences.
- Obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.
- Provide renewal pricing ranges.
- Suggest a renewal timeline and renewal options.

Our goal is to provide you with a concise report outlining our mutually agreed upon game plan.



## UNDERWRITING SUBMISSION & PRESENTATION (75 days prior to renewal)

The underwriting submissions we prepare are unrivaled in our industry. Our responsibility is to portray, with integrity, your unique Risk Profile for each line of coverage. Your underwriters will know that our submission will portray your unique risks and operations correctly, succinctly and in a clear and easily understandable format. We encourage meetings between you and the underwriters.

Our goal is to distinguish you from your peers and we do so by creating first class underwriting presentations that demonstrate your unique risk characteristics. We will help you structure the material and provide input and guidance on the graphic representation of your unique results, risks and operations.

The underwriting submission and the underwriter presentation will be available to the market at least 75 days prior to your renewal date.



## 5

## UNDERWRITER MEETINGS (75 days prior to renewal)

We will coordinate all underwriter meetings benefiting AIMS and our renewal strategy. Where possible, we will attempt to schedule these at your office.

## 6

## NEGOTIATIONS (60 days prior to renewal)

To execute a successful renewal, we must focus on two key areas – market canvassing and the exploration of options. At our Renewal Strategy Meeting, we will have reviewed the listing of all possible market alternatives, solicited your input and agreed to those we want to approach. We will review alternative limit, retention and coverage structures. We will provide you with weekly renewal updates to keep you informed and to get your feedback and thoughts on the underwriters' responses.



## RENEWAL PROPOSAL & ANALYSIS (30 days prior to renewal)

We are aware that while our clients want to have a bottom line comparison of all renewal alternatives, they also want to know the intricate details of each quotation. Therefore, our renewal proposals feature both an Executive Summary and a detailed Coverage Analysis section. Our analysis will help you make a more educated renewal decision.



## BIND COVERAGE (Prior to renewal)

Once you have reviewed your renewal options and have selected an alternative, we will immediately process the following documents, all designed to be completed before your renewal date:

- Confirmations of Coverage
- Certificates of Insurance
- Premium Finance Agreements (if applicable)
- Claims Reporting Instructions
- Program Limits Charts



# 9

## DESK REFERENCE & OPEN ITEMS REPORTS (Prior to renewal)

We will create a Desk Reference that will include insurance summaries of the coverage's bound, claims reporting instructions and contact information for your dedicated service team.

Our Monthly Open Items Reports and meetings are formalized events helping both of us and your underwriters to stay focused on unresolved items as well as, to discuss new risks or operational issues.

# 10

## STEWARDSHIP REPORT/STRATEGIC PLANNING MEETING (Prior to renewal)

The Stewardship Report and Strategic Planning Meeting are designed to evaluate our performance, review the results of your renewal, discuss any new operations or acquisitions you are contemplating, identify new and emerging risks, update you on recent market conditions/trends, and plan our next renewal strategy meeting.



## **SUMMARY**

Our Defined Client Service and Marketing Process has been designed to provide details specific activities related to transitioning your insurance to us. This strategic framework allows us to effectively market your renewal as we gain a better understanding of your coverage and risk exposures. Through this process, you will have an opportunity to evaluate our performance, from which we will collaborate on increasing the likelihood of favorable renewal outcomes for your organization.

## **Property & Casualty Benchmarking**

We are equipped to prepare benchmarking studies for AIMS specific to your peer group K-12 schools. See *Appendix D* for an example. These benchmarks combine information from our database, information from our insurance carrier partners, and industry available information. Additionally, we have purchased access to national benchmarking data bases. We have found the client of the size and level of sophistication of AIMS often pursues benchmarking on their own. In these cases our team is happy to augment those studies with additional data and function as a supplement to those studies. Beyond the normal benchmarking comparison of retentions, limits, premium ratios, losses, program costs, and program structure, we often develop benchmarking studies on unique risk issues. Standard benchmarking studies are provided at no additional costs.



I. 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.

Alliant supports full transparency and disclosure with regards to all aspects of compensation. **Alliant does not collect contingent income on any of our school placements.** Alliant does not own a wholesale broker and we typically utilize direct relationships for placing coverage. We only engage independent wholesale intermediaries when necessary to achieve the best result for our schools.

We would like to present options for consideration: **brokerage commission or brokerage flat fee.** Our proposed structure is inclusive of services outlined in the scope of work of this RFP. As requested we have listed our proposed structures.

- 1. Brokerage Commission: We will accept standard commissions included in carrier premiums which range from 10-17.5% by line of coverage for placement of coverage and all Risk Management Services described in this RFP response. No contingent commission is received.
  - OR -
- 2. Brokerage Flat Fee: We are open to discussing a fee arrangement for service and net out all commissions from the insurance carriers. We typically base our fees on current premiums so we are willing to discuss this further with AIM's management and board (net of all commission, 0%).

We do not want our proposed compensation to be seen as "rigid" and would emphasize that we are willing and agreeable to discuss a variety of compensation structures with commission, fee, performance based or a commission cap structure.

Note: Alliant is willing to put a significant portion of our compensation at risk. We are confident in our superior service delivery and would be interested in discussing a fee arrangement that would place a percentage (up to 25%) of our compensation at risk should we fail to meet pre-determine performance measures. These measures are agreed upon between parties and outline the required scope of services. We are graded on our ability to meet pre-set criteria, ranging from the frequency of contact to the delivery of certificates our any issue that you would choose to evaluate.

NOTE: all travel and other expenses would be included in the commission or broker fee options above.

m. Emergency contact. 24-Hour Emergency Name and Telephone Number.

Tom Boobar: 818-371-9000 (cell phone)



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.

Alliant utilizes only fully insured AM best rated A- VII or better for placement of coverage for education clients. All insurance companies will provide financial statements and are vetted by AM Best rating standards.

## o. Proposal plan.

Please refer to answer "k" for the Alliant's Defined Client Service and Marketing Process.

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.

Our education team works throughout California in twenty-two offices. Our day to day teams assigned to AIM would be:

**Primary**: 1301 Dove Street, Suite 200 Newport Beach, CA 92660

**Main Contact:** Tom Boobar | (949) 260-5096 – Office | (949) 756-2713 - Fax | tom.boobar@alliant.com **Local Capabilities:** The Alliant offices in Newport Beach have full service risk consulting and insurance brokerage capabilities with many professionals dedicated to providing a complete range of insurance related services to the educational sector.

## q. Fee schedule.

Please refer to answer "l" for compensation and fee schedule described in detail.

r. Completed and Signed Certificate of Non-Discrimination Form.

This form was not provided in the RFP. We can complete this upon request.

s. Completed and Signed Request for Proposal Agreement.

The completed Request for Proposal Agreement is included in *Appendix E*.



t. Exceptions

Confirmed, None.



## **APPENDIX**

- A. State of California License and Good Standing
- B. Errors and Omissions Certificate of Insurance
- C. Service Team Resumes
- D. Benchmarking Study Example
- E. Required Forms



Alms K-12 College Prep Charter District - 2018-8-16 Special Finance Committee Meeting - Agenda - Thursday August 16, 2018 at 6:30 PM Response to RFP for Insurance Broker

## **APPENDIX**

## A. State of California License and Good Standing

Please refer to the following page(s).



## California Department of Insurance

## ALLIANT INSURANCE SERVICES, INC.

License # 0C36861

Pursuant to the requirements of the State of California Insurance Code, ALLIANT INSURANCE SERVICES, INC. is authorized to act in the following capacity:

License	Effective Date	Expiration Date
Resident Insurance Producer	09/02/1998	09/30/2018
Qualifications	0 0000	_YX \
Accident and Health Agent	09/02/1998	Z VI
Casualty Broker-Agent	09/02/1998	4/21
Life-Only Agent	09/02/1998	2 2
Property Broker-Agent	09/02/1998	Smill
Special Lines Surplus Lines Broker	09/02/1998	8"" N
Surplus Lines Broker	09/02/1998	8 2
Variable Contracts Agent	09/02/1998	8021

Dave Jones Insurance Commissioner

Business Address: 701 B Street, 6th Floor, San Diego, California 92101



## State of California Secretary of State

CERTIFICATE OF STATUS

## ENTITY NAME:

ALLIANT INSURANCE SERVICES, INC.

FILE NUMBER:

C2028182

REGISTRATION DATE: 03/06/1998

TYPE:

FOREIGN CORPORATION

JURISDICTION:

**DELAWARE** 

STATUS:

ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 23, 2013.

> **DEBRA BOWEN Secretary of State**

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## **APPENDIX**

## **B.** Errors and Omissions Certificate of Insurance

Please refer to the following page(s).





## CERTIFICATE OF LIABILITY INSURANCE

ALLIHOL-01 **MRODRIGUEZ** DATE (MM/DD/YYYY)

12/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

th	PORTANT: If the certificate hold e terms and conditions of the polic rtificate holder in lieu of such endor	y, cert	ain p	policies may require an e						
PROD	UCER				CONTA NAME:	<sup>ст</sup> michele	e.rodriauez	@alliant.com		
	York- E.45th-Alliant Ins Svc Inc East 45th St Ste 6B				PHONE FAX (A/C, No, Ext): (A/C, No):					
	York, NY 10017				É-MAIL ADDRE	SS:				
						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: AIG Spe	ecialty Insu	rance Company		26883
INSU	RED				INSURE	RB:				
	Alliant Holdings, LP				INSURE	RC:				
	c/o Alliant Insurance Service 1301 Dove St Ste 200	es, Inc	€.		INSURE	RD:				
	Newport Beach, CA 92660				INSURE	RE:				
	• •				INSURE	RF:				
CO	'ERAGES CEF	RTIFIC	ATE	NUMBER:				REVISION NUMBER:		
IN CE EX	IS IS TO CERTIFY THAT THE POLICI DICATED. NOTWITHSTANDING ANY I RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	REQUIR PERT POLIC	REME AIN, SIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF A	NY CONTRAC	CT OR OTHER	DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL S		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	

Α		03-406-33-93	12/15/2017   12/15	5/2018 Retention	1,000,000
Α	Prof. Liability	03-406-33-93	12/15/2017 12/15	5/2018 Each Claim/Aggregate	10,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE	\$
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  Y / N			E.L. EACH ACCIDENT	\$
	WORKERS COMPENSATION			PER OTH- STATUTE ER	•
	DED RETENTION\$				\$
	EXCESS LIAB CLAIMS-MADE			AGGREGATE	\$
	UMBRELLA LIAB OCCUR			EACH OCCURRENCE	\$
	HIRED AUTOS AUTOS			(Per accident)	\$
	AUTOS AUTOS NON-OWNED			BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	ANY AUTO ALL OWNED SCHEDULED			BODILY INJURY (Per person)	\$
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$
	OTHER:				\$
	POLICY PRO- JECT LOC			PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$
				PERSONAL & ADV INJURY	\$
				MED EXP (Any one person)	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This is a Claims Made Policy.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	First T. Podel
	0

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## **APPENDIX**

## **C.** Service Team Resumes

Please refer to the following page(s).



# THOMAS BOOBAR VICE PRESIDENT PUBLIC ENTITY GROUP



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Tom recently joined Alliant Insurance Services team in 2014 as a Public Entity Broker and Joint Powers Authority (JPA) specialist. Tom's experience includes working as a risk management and insurance consultant with public school districts, charter, and private schools in 32 states. He helped launch a Joint Powers Authority pool which has grown to 500+ member locations and assisted in creating a national insurance program for schools throughout the country. He has been involved in the formation of a Risk Purchase Group and Captive involving manuscript coverage documents and complex business operations. His passion for education has dedicated him to public schools and serving as a risk management trusted advisor.

#### **DETAILED EXPERIENCE:**

Tom's knowledge includes multi-line property and casualty broker, with over 22 years of expertise in risk management, safety, environmental health, and insurance placement for large self insured education groups. Tom began his career in 1991 with Six Flags Magic Mountain and later joined Keenan and Associates as a Risk Control Consultant for schools. He also worked as Senior Loss Control Consultant and Vice President at Arthur J. Gallagher for 15 years.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Tom holds a Masters of Science, Environmental, and Occupational Health from California State University, Northridge and a Masters of Business Administration with an emphasis in Finance from Pepperdine University.

Tom has a Certified Safety Professional license and is licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent.

Outside of his duties at Alliant, Tom enjoys playing sports, especially tennis and basketball, and he also enjoys playing the jazz trumpet. watching the Lakers and action movies.

# DANIEL HOWELL, J.D., ARM-P, CPCU SENIOR EXECUTIVE VICE PRESIDENT MANAGING DIRECTOR, PUBLIC ENTITY GROUP



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Daniel joined the Alliant Insurance Services team in 1998 following over a decade with Fred S. James and Sedgwick. He offers a wide breadth of expertise including the development, implementation, and management of property and casualty insurance and self-insurance programs. Dan understands issues for entities with complex operations and is especially adept at building consensus among a broad array of stakeholders.

#### **DETAILED EXPERIENCE:**

Dan currently serves as the Managing Director for the Public Entity Group. Since joining Alliant, he has served as Program Director for the California State University Risk Management Authority (CSURMA), and the broker for the University of California, State of California, Port of Seattle, and Port of Oakland, among many clients. His multi-line property and casualty experience dates from 1987, when he started with Fred S. James, which later became a part of Sedgwick. His expertise ranges from professional liability, public officials liability, educator's legal liability, excess workers' compensation, to major property lines.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Daniel holds an A.B. in History from Stanford University and a Juris Doctorate from UC Hastings College of Law. He also possesses designations in good standing for both the Chartered Property Casualty Underwriter (CPCU) and the Associate in Risk Management (ARM-P). Daniel is a licensed Property & Casualty retail and wholesale broker in several states, and he is an active member of the State Bar of California.

When he is not practicing his profession, he enjoys spending time with his family and outdoor activities.

# HEIDI NEWELL, CSRM ACCOUNT EXECUTIVE PUBLIC ENTITY GROUP



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Heidi joined the Alliant Insurance Services team in 2001. She specializes in national pool clients with an emphasis on educational entities. She authored a manual, "How to Bind Your Insurance" currently used by State of Maine School Districts. Her manual remains the standard used across the state, and results indicate an increase in pool membership.

In addition, she assisted in launching a national captive that placed insurance for national pool accounts. Heidi is an active member of the leadership team at Alliant, and oversees three staff members who are responsible for handling the majority of the national clients in the office.

#### **DETAILED EXPERIENCE:**

Having a vast array of public entity insurance coverage expertise, Heidi is well-rounded in many coverage areas including professional liability, public official's liability, educator's legal liability coverages, and major property lines.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent, Heidi has completed many hours of continuing education. In addition, she earned her Certified School Risk Management designation and is in process of completing the professional designation of Certified Insurance Counselor (CIC).

When Heidi is not practicing her profession, she enjoys costuming and helps run a small theater with her husband. She also serves as an assistant scoutmaster for her sons Cub Scout troop.



## MARIA GREGORIS, CSRM VICE PRESIDENT PUBLIC ENTITY GROUP



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Maria joined Alliant's Public Entity Division in 2003. Maria provides account management service to individual school districts, community colleges, and other public entities as well as the administration of Joint Powers Authorities (JPA). Maria has experience in the marketing process of all lines of coverage including liability, workers' compensation, commercial crime, property, cyber liability, and boiler & machinery. Maria works closely with clients to identify exposures and provides innovative solutions for their marketing and risk management needs.

## **DETAILED EXPERIENCE:**

Prior to joining Alliant, Maria worked at Keenan & Associates as a Property and Liability Claims Supervisor and Account Manager specializing in educational entities. Maria continues to specialize in the marketing and the management of school districts as well as JPA administration of two K-12 insurance pools. Maria understands insurance issues affecting public entities. Her primary focus is on client retention, development, and service with an emphasis on insurance program management.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Maria received her Bachelor of Arts Degree from the University of California, Los Angeles. She is licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent and holds a Certified Schools Risk Manager (CSRM) certification. Maria continues to participate in risk management and industry related classes including 100+ hours of continuing education endorsed by the State of California, Department of Insurance.

Outside of her work at Alliant, Maria's personal interests include photography, tennis, and travelling.

## KORTNEY BOLTON, CIC ACCOUNT MANAGER PUBLIC ENTITY GROUP



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

A proud member of the Alliant Insurance Service team since 2010, Kortney currently works on with charter schools and large national accounts. Well organized and a quick learner, she efficiently handles the day-to- day service needs of numerous public entity clients.

#### **DETAILED EXPERIENCE:**

Kortney started her Alliant career working on specialized property programs for non-profits and smaller districts in the Special Property Insurance Program (SPIP). Soon after, she took on the added opportunity to learn about pollution coverage and started handling pollution accounts. Always learning and willing to expand her workload, she is now responsible for the daily servicing and renewal needs of several national accounts. Her expertise now extends to workers' compensation, reinsurance liability, property, crime, auto, and other specialized coverage lines.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Kortney earned her Bachelor's of Science in Business Administration from the California Maritime Academy, CSU located in Vallejo, California. Licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent, she has completed many hours of continuing education. In addition, Kortney has obtained the designation of Certified Insurance Counselor (CIC) in 2012. Kortney excels at professional studies and is in the process of earning her Certified Risk Manager (CRM) designation.

When not busy with her Alliant responsibilities, Kortney enjoys spending time with her dog, is active in her church, and is a volunteer mentor for the Orangewood Children's Foundation. A talented knitter, she often knits or crochets baby hats and donates them to an area hospital for critically ill children.

# LILIAN A. VANVIELDT SENIOR VICE PRESIDENT EDUCATIONAL ENTITIES PRACTICE LEADER



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Lilian joined the Alliant Insurance Services team in 2001 as an Educational Entities Broker and Joint Powers Authority Executive Director. Lilian provides a comprehensive approach to risk financing and alternative risk analysis for her clients. In her role as a pool administrator, she brings a distinctive understanding of the risk exposures faced by joint power authorities. Her expertise includes developing, implementing, and managing property and casualty insurance and self-insurance programs. Recognized as an educational entities insurance specialist, Lilian expertly manages complex operations, creates strategic plans, and designs manuscript coverage documents.

#### **DETAILED EXPERIENCE:**

Since joining Alliant, Lilian has served as lead broker for six public school insurance pools. In addition, she provides peer review for eight other school pools. Lilian's wealth of knowledge includes her role as a multi-line property and casualty broker, with over two decades of noted expertise in claims administration, underwriting, and program marketing. She began her career at Industrial Indemnity and later joined Keenan and Associates as an Account Executive. Her core competencies include a solid knowledge of risk management and loss mitigation policies and practices. Lilian often provides insurance coverage consulting for a wide range of coverages including educator's legal liability, workers' compensation, and various property lines.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Lilian holds a Bachelor of Arts with a major in History and Economics from the University of California at Los Angeles (UCLA). Licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent, Lilian has completed many hours of continuing education. In addition, she holds Property & Casualty Retail/Wholesale Broker licenses in 27 additional states. Lilian is in the process of completing her Chartered Property Casualty Underwriter (CPCU) designation.

In her free time, Lilian spends time with family and friends. Some of her favorite activities include time with her church, basketball and other team sports, reading, and cooking.



## ROBERT A. FREY, RPA

SENIOR VICE PRESIDENT, CLAIMS MANAGER NATIONAL CLAIMS ADVOCACY



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Robert joined the Alliant team in 2002 and created the Alliant Brokerage Claims Advocacy practice. He manages a team of highly trained professionals who provide technical claim service to various Alliant practice groups. Some of these groups include Public Entity, Healthcare, Commercial, and Real Estate. In addition, he takes the lead handling large losses, complex losses, and losses with coverage disputes. His expertise also covers real estate development and management and includes high-rise office risks, industrial office/manufacturing risks, hospitality industry, regional shopping centers, and strip mall shopping centers. Robert is well versed in claims handling for construction risks including OCIP, high tech, biotech, and higher education clients. Currently, he serves as the Alliant client advocate for all aspects of the insurance claims process.

#### **DETAILED EXPERIENCE:**

Robert is a seasoned professional who offers almost four decades of extensive experience handling property and casualty claims. His insurance career began with Bayly, Martin, & Fay. He then moved on to an advanced position with Morris & Associates, and then to a Claims Executive at Marsh Risk Services. Robert began leading the Claims Advocacy Practice team at Alliant over ten years ago. He is an in-demand speaker and frequently addresses audiences at risk management conferences including PARMA, the Building Owners Managers Association (BOMA), and the International Council of Shopping Centers (ICSC). He has been a guest speaker for the California State University Risk Management Authority (CSURMA) on multiple occasions. In addition, Robert was an instructor at the College of Alameda where he taught classes on personal insurance coverage, claims handling, and adjusting.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

He is a charter member of the Registered Professional Adjusters Program as a Registered Professional Adjuster (RPA) and is a former faculty member of the International Council of Shopping Centers (ICSC).

When Robert is not handling claims, he spends time with his family. He enjoys basketball and for many years coached youth and woman's teams. Recently, Robert added a few new interests that include learning to play piano and oil painting.



# TIM LEECH, CSP, ARM FIRST VICE PRESIDENT RISK CONTROL SERVICES



## ACCOMPLISHMENTS AND AREAS OF EXPERTISE:

Tim joined the Alliant Insurance Services team in 2010. He leads the Alliant National Risk Control Consulting practice. Tim's experience and expertise includes over 25 years working in the environmental, health and safety field as a leader of staff, project management, and consulting. In his current capacity, Tim works closely with Alliant underwriters and broker teams to ensure staff deliverables are a value added and contribute to client proactive loss mitigation strategies.

#### **DETAILED EXPERIENCE:**

Considered an industry generalist, Tim is well qualified in property and casualty risk control consulting. He brings significant expertise in the following industries: Public Entity, Education, Hospitality, Healthcare, Manufacturing, Waste & Trash Haulers, and General Industry.

Prior to choosing Alliant, Tim worked for a retail brokerage as a Director in their Global Risk consulting practice. During this time, he acted a consultant for global and large risk management clients, managed a regional claims and risk control staff, and strategized total cost of risk reduction projects. His broad range of industry experience also includes working as a pipe fitter, engineer/designer of fire protection systems, insurance loss control consultant, and industry environmental, health and safety engineer.

## EDUCATION, PROFESSIONAL, AND PERSONAL INTERESTS:

Tim holds a Bachelor of Science degree in Fire Protection and Safety Engineering from Oklahoma State University. He also has obtained two Associate of Science degrees in engineering related disciplines. Tim is a certified Safety Professional and a licensed Property and Casualty Insurance Broker. In Addition, Tim is a member in good standing with an Associate in Risk Management (ARM) designation.

In addition to faith and family, Tim enjoys mountain biking, training, and competing in triathlons. He is a proud member of the "50 Mile Ride for Project Rwanda" planning team, which during its initial five-year history raised over \$250,000.

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## **APPENDIX**

## D. Benchmarking Study Example

Please refer to the following page(s).



## SAMPLE SCHOOL\_\_\_\_

## **Loss Summary**

Valued as of \_\_\_\_\_



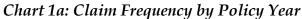
## **Table of Contents**

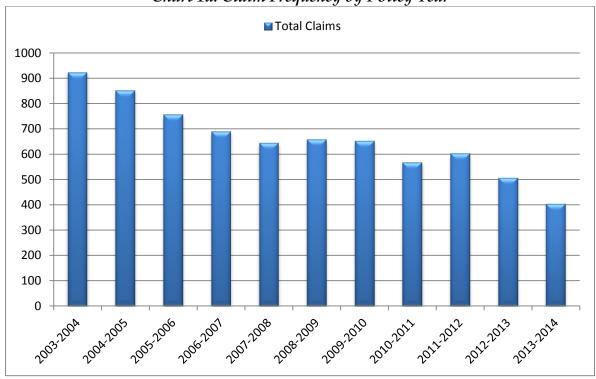
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## SCHOOL SAMPLE Loss Summary

Table 1: Total Incurred Summary from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

Program Year	Total Paid	Total Reserve	Total Incurred	# of Claims
2003-2004	\$12,263,832	\$1,018,448	\$13,282,280	923
2004-2005	\$11,270,065	\$1,661,116	\$12,931,181	852
2005-2006	\$9,515,368	\$2,307,403	\$11,822,771	756
2006-2007	\$9,635,581	\$2,533,159	\$12,168,739	689
2007-2008	\$10,722,500	\$1,847,734	\$12,570,234	643
2008-2009	\$8,563,311	\$2,004,062	\$10,567,373	657
2009-2010	\$8,846,708	\$2,806,029	\$11,652,737	652
2010-2011	\$6,696,356	\$3,189,421	\$9,885,778	567
2011-2012	\$5,255,448	\$2,975,585	\$8,231,034	602
2012-2013	\$3,837,936	\$3,534,688	\$7,372,624	505
2013-2014	\$1,281,626	\$2,272,274	\$3,553,900	403
TOTAL	\$87,888,730	\$26,149,920	\$114,038,650	7249





## SCHOOL SAMPLE Loss Summary

Table 2: Loss Ratio Summary from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

Program Year	Total Incurred	Payroll	Loss Rate
2003-2004	\$13,282,280	\$3,022,580	439.44%
2004-2005	\$12,931,181	\$2,803,700	461.22%
2005-2006	\$11,822,771	\$2,678,298	441.43%
2006-2007	\$12,168,739	\$2,776,497	438.28%
2007-2008	\$12,570,234	\$2,723,861	461.49%
2008-2009	\$10,567,373	\$2,775,177	380.78%
2009-2010	\$11,652,737	\$2,612,561	446.03%
2010-2011	\$9,885,778	\$2,449,805	403.53%
2011-2012	\$8,231,034	\$2,323,631	354.23%
2012-2013	\$7,372,624	\$2,267,441	325.15%
2013-2014	\$3,553,900	\$2,267,440	156.74%
TOTAL	\$114,038,650	\$28,700,991	397.33%

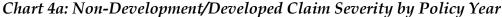
Table 3: Developed Loss Ratio Summary from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

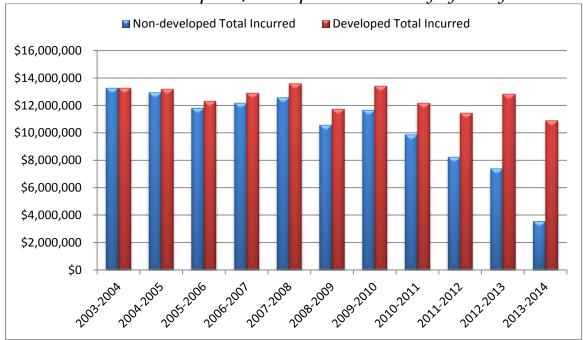
Program Year	Developed Total Incurred	Payroll	Loss Rate
2003-2004	\$13,282,280	\$3,022,580	439.44%
2004-2005	\$13,189,805	\$2,803,700	470.44%
2005-2006	\$12,295,682	\$2,678,298	459.09%
2006-2007	\$12,898,864	\$2,776,497	464.57%
2007-2008	\$13,575,853	\$2,723,861	498.40%
2008-2009	\$11,729,784	\$2,775,177	422.67%
2009-2010	\$13,400,647	\$2,612,561	512.93%
2010-2011	\$12,159,506	\$2,449,805	496.35%
2011-2012	\$11,441,137	\$2,323,631	492.38%
2012-2013	\$12,828,366	\$2,267,441	565.76%
2013-2014	\$10,910,472	\$2,267,440	481.18%
TOTAL	\$137,712,396	\$28,700,991	479.82%

## SCHOOL SAMPLE Loss Summary

Table 4: Developed Claims Over \$10,000 from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

		Developed To		Total	\$0	\$10,000	
Program	Development	Total	Developed Total	<b>Total Over</b>	Over	to	to
Year	Factor	Incurred	Incurred	\$10,000	\$125,000	\$10,000	\$125,000
2003-2004	1.000	\$13,282,280	\$13,282,280	\$10,891,609	\$3,489,199	\$2,390,671	\$7,402,410
2004-2005	1.020	\$12,931,181	\$13,189,805	\$11,065,117	\$4,631,101	\$2,124,688	\$6,434,016
2005-2006	1.040	\$11,822,771	\$12,295,682	\$10,372,520	\$4,787,748	\$1,923,163	\$5,584,772
2006-2007	1.060	\$12,168,739	\$12,898,864	\$10,974,305	\$4,847,931	\$1,924,559	\$6,126,374
2007-2008	1.080	\$12,570,234	\$13,575,853	\$11,806,497	\$4,523,855	\$1,769,355	\$7,282,642
2008-2009	1.110	\$10,567,373	\$11,729,784	\$9,986,026	\$3,922,799	\$1,743,757	\$6,063,227
2009-2010	1.150	\$11,652,737	\$13,400,647	\$11,407,110	\$3,129,195	\$1,993,537	\$8,277,915
2010-2011	1.230	\$9,885,778	\$12,159,506	\$10,441,975	\$3,092,645	\$1,717,532	\$7,349,329
2011-2012	1.390	\$8,231,034	\$11,441,137	\$9,485,580	\$1,727,711	\$1,955,557	\$7,757,868
2012-2013	1.740	\$7,372,624	\$12,828,366	\$10,754,813	\$2,380,563	\$2,073,553	\$8,374,250
2013-2014	3.070	\$3,553,900	\$10,910,472	\$8,577,002	\$1,135,460	\$2,333,470	\$7,441,542
TOTAL		\$114,038,650	\$137,712,396	\$115,762,554	\$37,668,207	\$21,949,842	\$78,094,346





# SCHOOL SAMPLE Loss Summary

 $Table \, 5: Developed \, Loss \, Stratification \, from \, 7/1/2003 \, to \, 6/30/2014 \, valued \, as \, of \, 6/30/2014 \, valued \,$ 

Stratification Severity

			\$0	\$5,001	\$10,001	\$25,001	\$50,001	\$100,001	
Program	Development	Developed Total	to	to	to	to	to	to	Over
Year	Factor	Incurred	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000	\$250,000	\$250,000
2003-2004	1.000	\$13,282,280	\$537,413	\$333,258	\$579,413	\$1,628,783	\$2,821,359	\$3,704,393	\$3,677,660
2004-2005	1.020	\$13,189,805	\$511,763	\$312,924	\$690,334	\$1,282,483	\$1,107,118	\$3,877,210	\$5,407,972
2005-2006	1.040	\$12,295,682	\$469,987	\$323,176	\$649,281	\$757,471	\$1,449,429	\$3,754,055	\$4,892,284
2006-2007	1.060	\$12,898,864	\$464,810	\$279,749	\$581,579	\$855,826	\$1,752,452	\$4,125,552	\$4,838,896
2007-2008	1.080	\$13,575,853	\$374,594	\$184,762	\$513,577	\$880,672	\$1,683,415	\$4,873,134	\$5,065,699
2008-2009	1.110	\$11,729,784	\$422,103	\$261,654	\$439,187	\$796,685	\$2,040,685	\$3,911,456	\$3,858,014
2009-2010	1.150	\$13,400,647	\$416,056	\$287,481	\$395,666	\$916,776	\$1,706,520	\$7,620,431	\$2,057,717
2010-2011	1.230	\$12,159,506	\$324,110	\$198,421	\$493,180	\$762,605	\$1,954,509	\$4,866,182	\$3,555,500
2011-2012	1.390	\$11,441,137	\$409,917	\$185,641	\$527,867	\$784,608	\$3,098,236	\$4,526,613	\$1,908,256
2012-2013	1.740	\$12,828,366	\$380,139	\$233,414	\$434,556	\$1,109,481	\$2,959,412	\$5,544,129	\$2,167,235
2013-2014	3.070	\$10,910,472	\$348,454	\$375,016	\$734,965	\$825,124	\$3,832,369	\$3,981,442	\$813,102
TOTAL	-	\$137,712,396	\$4,659,346	\$2,975,495	\$6,039,605	\$10,600,513	\$24,405,505	\$50,784,596	\$38,242,335

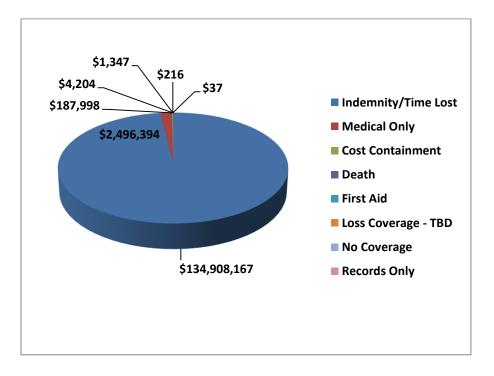
Stratification Frequency

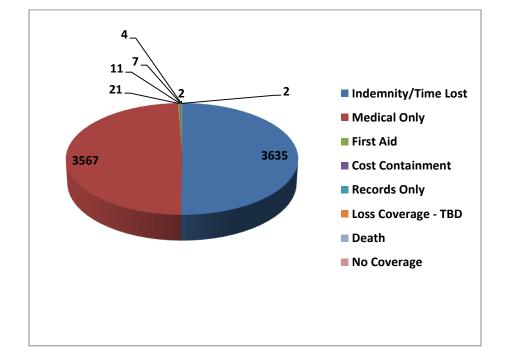
	\$0	\$5,001	\$10,001	\$25,001	\$50,001	\$100,001	
Program	to	to	to	to	to	to	Over
Year	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000	\$250,000	\$250,000
2003-2004	725	46	36	45	39	24	8
2004-2005	680	42	43	34	15	25	13
2005-2006	599	44	39	21	21	25	7
2006-2007	535	36	37	25	22	25	9
2007-2008	496	26	30	25	22	31	13
2008-2009	514	37	24	22	29	22	9
2009-2010	482	41	25	26	24	48	6
2010-2011	418	29	29	19	27	34	10
2011-2012	440	26	33	21	43	33	6
2012-2013	324	35	28	32	42	37	7
2013-2014	191	51	53	23	55	27	3
TOTAL	5,404	413	377	293	339	331	91

# SCHOOL SAMPLE Loss Summary

Table 6: Developed Severity and Frequency by Claim Type from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

Claim Type	2003/200	4	2004/200	)5	2005/200	)6	2006/200	)7	2007/200	08	2008/200	)9	2009/201	10	2010/201	.1	2011/201	12	2012/201	13	2013/201	14	Total Incurred	# of Claims
Indemnity/Time Lost	\$13,048,639	487	\$13,021,416	412	\$12,139,324	369	\$12,592,096	335	<b>\$13,412,31</b> 3	311	\$11,578,785	345	\$13,279,080	342	\$12,018,670	280	\$11,258,495	297	\$12,623,176	274	\$9,936,173	183	\$134,908,167	3,635
Medical Only	\$154,419	434	\$155,137	438	\$138,153	373	\$179,332	348	\$150,765	330	\$142,327	311	\$111,699	309	\$130,513	286	\$170,668	303	\$189,119	218	\$974,263	217	\$2,496,394	3567
Cost Containment	\$79,222	2	\$13,252	1	\$15,956	1	\$12,549	1	\$12,776	1	\$8,672	1	\$9,868	1	\$10,323	1	\$11,974	1	\$13,406	1	\$0	0	\$187,998	11
Death	\$0	0	\$0	0	\$0	0	\$114,033	1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$114,033	2
First Aid	\$0	0	\$0	1	\$2,249	13	\$637	2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$1,318	5	\$0	0	\$4,204	21
Loss Coverage - TBD	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	0	\$0	0	\$1,347	1	\$0	2	\$1,347	4
No Coverage	\$0	0	\$0	0	\$0	0	\$216	2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$216	2
Records Only	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$37	1	\$37	7
TOTAL	\$13,282,280	923	\$13,189,805	852	\$12,295,682	756	\$12,898,864	689	\$13,575,853	643	\$11,729,784	657	\$13,400,647	652	\$12,159,506	567	\$11,441,137	602	\$12,828,366	505	\$10,910,472	403	\$137,712,396	7,249



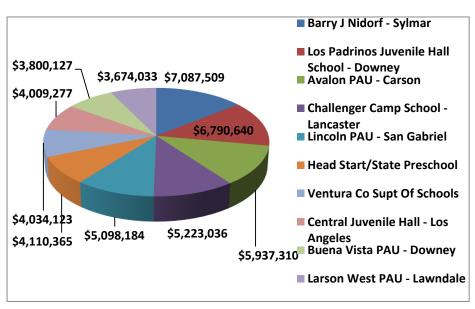


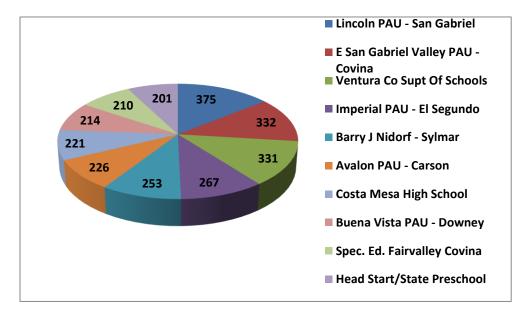
## **SCHOOL SAMPLE**

## **Loss Summary**

Table 7: Top Ten Developed Severity and Frequency by Location from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

Location	2003/200	04	2004/200	05	2005/20	06	2006/200	07	2007/200	08	2008/200	)9	2009/202	10	2010/203	11	2011/201	2	2012/201	13	2013/201	<b>4</b>	Total Incurred	# of Claims
Barry J Nidorf - Sylmar	\$103,277	23	\$1,165,058	26	\$103,770	20	\$1,017,254	32	\$325,934	32	\$1,816,647	32	\$853,071	28	\$1,230,017	26	\$45,198	21	\$149,255	6	\$278,028	7	\$7,087,509	253
Los Padrinos Juvenile Hall School - Downey	\$249,975	17	\$75,047	12	\$3,216,806	23	\$195,115	11	\$631,469	18	\$203,818	11	\$147,983	13	\$561,134	9	\$698,030	13	\$579,632	27	\$231,632	8	\$6,790,640	162
Avalon PAU - Carson	\$1,041,501	31	\$864,448	43	\$548,212	27	\$32,134	19	\$164,719	13	\$476,721	18	\$19,866	6	\$500,302	12	\$905,005	27	\$590,830	11	\$793,570	19	\$5,937,310	226
Challenger Camp School - Lancaster	\$191,323	9	\$959,509	16	\$403,563	10	\$1,224,566	12	\$3,305	4	\$218,772	12	\$899,448	29	\$459,061	15	\$404,647	14	\$193,607	5	\$265,234	6	\$5,223,036	132
Lincoln PAU - San Gabriel	\$271,323	51	\$328,085	48	\$208,983	36	\$270,962	34	\$386,736	38	\$385,300	31	\$638,409	31	\$101,501	29	\$1,069,712	44	\$1,184,788	32	\$252,385	1	\$5,098,184	375
Head Start/State Preschool	\$895,426	42	\$477,220	41	\$981,741	37	\$507,509	20	\$7,724	6	\$94,668	4	\$564,938	18	\$51,338	9	\$254,236	15	\$180,625	4	\$94,940	5	\$4,110,365	201
Ventura Co Supt Of Schools	\$58,245	2	\$4,325	5	\$115,636	22	\$310,783	51	\$35,499	9	\$62,357	21	\$1,278,537	51	\$700,294	42	\$277,858	40	\$308,071	34	\$882,519	54	\$4,034,123	331
Central Juvenile Hall - Los Angeles	\$903,547	11	\$34,904	13	\$116,290	11	\$256,331	12	\$1,011,541	20	\$394,863	8	\$478,412	10	\$280,144	12	\$402,685	14	\$117,484	9	\$13,077	5	\$4,009,277	125
Buena Vista PAU - Downey	\$599,514	25	\$293,886	29	\$312,626	19	\$263,885	12	\$354,935	12	\$361,202	17	\$326,443	11	\$155,063	16	\$236,921	20	\$477,327	26	\$418,324	27	\$3,800,127	214
Larson West PAU - Lawndale	\$248,488	17	\$599,256	17	\$32,751	19	\$265,489	17	\$167,047	19	\$312,708	21	\$59,102	10	\$607,112	19	\$202,576	31	\$560,353	16	\$619,151	12	\$3,674,033	198
TOTAL	\$4,562,620	228	\$4,801,739	250	\$6,040,378	224	\$4,344,026	220	\$3,088,910	171	\$4,327,057	175	\$5,266,210	207	\$4,645,965	189	\$4,496,868	239	\$4,341,972	170	\$3,848,859	144	\$49,764,605	2,217

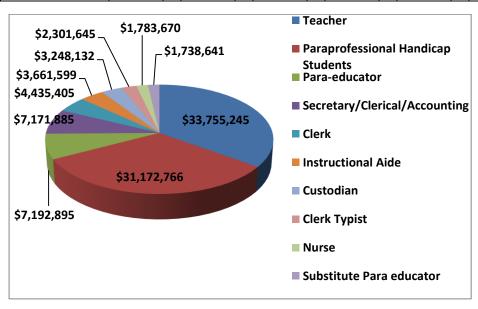


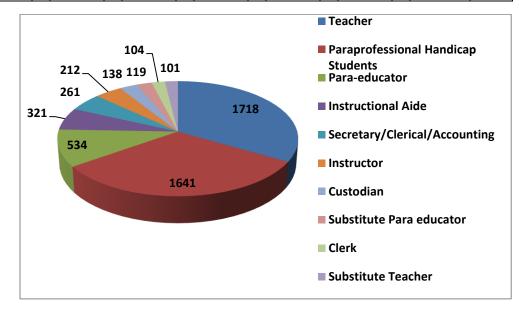


# SCHOOL SAMPLE Loss Summary

Table 8: Top Ten Developed Severity and Frequency by Occupation from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

Occupation	2003/200	<b>14</b>	2004/200	05	2005/200	06	2006/200	)7	2007/200	08	2008/200	)9	2009/201	10	2010/201	1	2011/201	2	2012/201	13	2013/201	<b>4</b>	Total Incurred	# of Claims
Teacher	\$1,523,446	206	\$2,884,926	203	\$4,475,623	188	\$3,190,236	184	\$3,563,417	153	\$3,383,022	172	\$2,417,160	139	\$3,892,186	122	\$2,515,405	137	\$3,022,045	126	\$2,887,778	88	\$33,755,245	1718
Paraprofessional Handicap Students	\$2,948,977	157	\$2,165,716	180	\$2,311,168	158	\$3,419,829	160	\$3,202,930	158	\$2,420,758	155	\$3,710,346	171	\$2,042,120	131	\$2,864,296	153	\$3,364,664	132	\$2,721,962	86	\$31,172,766	1,641
Para-educator	\$496,242	37	\$361,977	48	\$295,760	48	\$205,282	42	\$520,677	36	\$51,339	45	\$1,379,258	69	\$907,691	51	\$694,130	57	\$1,105,745	47	\$1,174,794	54	\$7,192,895	534
Secretary/Clerical/Accounting		35	\$539,486	38	\$695,723	27	\$247,775	30	\$623,583	25	\$209,114	19	\$558,532	18	\$1,416,344	25	\$813,507	20	\$756,392	11	\$556,826	13	\$7,171,885	261
Clerk	\$1,047,491	8	\$629,365	11	\$189,573	10	\$925,560	18	\$179,609	6	\$206,290	12	\$481,136	10	\$224,578	13	\$240,325	4	\$283,100	10	\$28,377	2	\$4,435,405	104
Instructional Aide	\$2,345,523	155	\$828,096	76	\$173,935	34	\$110,686	29	\$141,765	22	\$317	1	\$428	1	\$0	1	\$0	0	\$0	0	\$60,850	2	\$3,661,599	321
Custodian	\$309,186	14	\$251,619	21	\$77,410	11	\$394,225	16	\$72,520	12	\$158,985	9	\$407,915	13	\$198,917	8	\$140,813	9	\$461,260	12	\$775,282	13	\$3,248,132	138
Clerk Typist	\$168,022	14	\$113,838	15	\$440,996	13	\$668,657	9	\$1,267	4	\$46,156	7	\$303,245	7	\$149,282	9	\$1,488	5	\$390,539	3	\$18,155	5	\$2,301,645	91
Nurse	\$448	4	\$6,191	3	\$1,305	2	\$672,546	5	\$31,945	2	\$409,265	5	\$0	0	\$11,239	4	\$464,246	5	\$131,765	1	\$54,719	1	\$1,783,670	32
Substitute Para educator	\$0	0	\$0	0	\$0	0	\$9,193	3	\$349,076	14	\$121,482	15	\$124,078	19	\$124,434	17	\$338,444	25	\$350,284	17	\$321,650	9	\$1,738,641	119
TOTAL	\$9,593,938	630	\$7,781,214	595	\$8,661,492	491	\$9,843,991	496	\$8,686,789	432	\$7,006,726	440	\$9,382,097	447	\$8,966,792	381	\$8,072,656	415	\$9,865,795	359	\$8,600,394	273	\$96,461,883	4,959

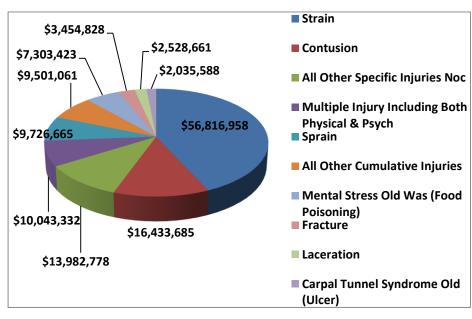


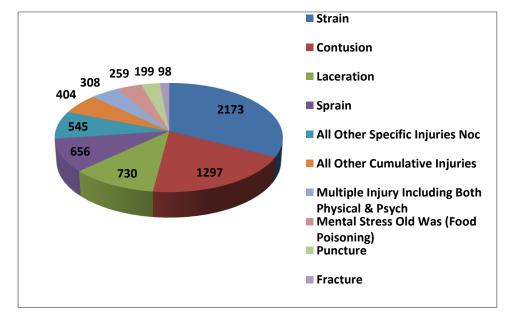


# SCHOOL SAMPLE Loss Summary

Table 9: Top Ten Developed Severity and Frequency by Injury Type from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

																								# of
																							Total	Clai
Injury Type	2003/200	4	2004/200	)5	2005/200	)6	2006/200	7	2007/200	8	2008/200	9	2009/201	10	2010/2013	1	2011/201	2	2012/201	13	2013/201	<b>14</b>	Incurred	ms
Strain	\$7,485,536	364	\$5,805,420	276	\$5,270,132	204	\$6,466,922	220	\$6,716,134	224	\$4,102,433	174	\$4,578,914	172	\$2,990,838	11 8	\$3,666,135	127	\$4,800,114	168	\$4,934,381	126	\$56,816,958	2173
Contusion	\$2,538,766	210	\$898,667	114	\$970,356	76	\$936,366	73	\$528,243	75	\$1,268,893	71	\$1,239,413	115	\$1,525,807	15 5	\$2,728,446	200	\$2,004,446	107	\$1,794,282	101	\$16,433,685	1,297
All Other Specific Injuries Noc	\$340,882	38	\$1,118,654	45	\$1,278,364	71	\$1,466,160	68	\$912,551	50	\$755,612	46	\$2,519,160	57	\$2,933,101	57	\$1,444,893	53	\$481,114	26	\$732,285	34	\$13,982,778	545
Multiple Injury Including Both Physical & Psych	\$322,890	6	\$879,235	51	\$1,189,820	66	\$992,131	37	\$2,163,003	32	\$1,713,059	30	\$1,114,631	44	\$1,125,951	28	\$161,499	9	\$171,031	2	\$210,083	3	\$10,043,332	308
Sprain	\$500,864	56	\$718,794	62	\$885,162	83	\$1,372,829	91	\$540,503	51	\$373,055	44	\$1,231,795	64	\$1,166,471	67	\$1,184,102	53	\$727,467	42	\$1,025,622	43	\$9,726,665	656
All Other Cumulative Injuries	\$104,402	18	\$867,164	39	\$826,058	41	\$643,436	28	\$1,585,033	86	\$1,708,643	116	\$558,370	7	\$194,489	11	\$238,024	14	\$1,994,652	30	\$780,789	14	\$9,501,061	404
Mental Stress Old Was (Food Poisoning)	\$650,154	49	\$1,377,489	27	\$388,958	25	\$173,212	16	\$440,624	15	\$565,381	25	\$1,301,488	44	\$860,280	19	\$951,078	24	\$246,157	11	\$348,603	4	\$7,303,423	259
Fracture	\$406,333	11	\$462,513	8	\$333,031	5	\$291,939	9	\$221,901	8	\$430,330	14	\$226,413	17	\$396,703	6	\$94,884	6	\$222,859	6	\$367,921	8	\$3,454,828	98
Laceration	\$97,326	75	\$455,993	137	\$735,423	108	\$241,900	68	\$20,691	51	\$25,717	60	\$23,980	72	\$311,576	58	\$143,683	58	\$362,408	24	\$109,966	19	\$2,528,661	730
Carpal Tunnel Syndrome Old (Ulcer)	\$178,247	13	\$286,866	10	\$244,770	4	\$101,677	4	\$64,921	3	\$85,892	7	\$107,072	3	\$225,958	5	\$122,163	4	\$569,508	5	\$48,514	2	\$2,035,588	60
TOTAL	\$12,625,399	840	\$12,870,794	769	\$12,122,075	683	\$12,686,572	614	\$13,193,605	595	\$11,029,015	587	\$12,901,237	595	\$11,731,175	52 4	\$10,734,908	548	\$11,579,755	421	\$10,352,446	354	\$131,826,980	6,530

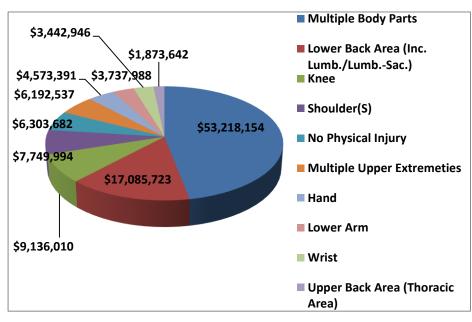


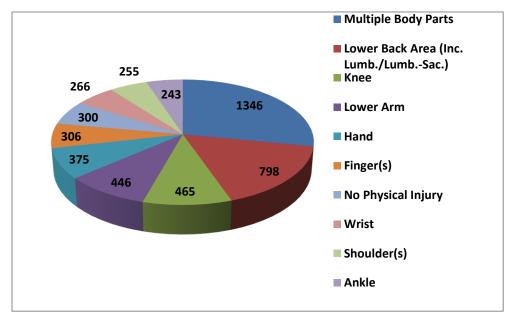


# SCHOOL SAMPLE Loss Summary

Table 10: Top Ten Developed Severity and Frequency by Body Part from 7/1/2003 to 6/30/2014 valued as of 6/30/2014

																								# of
																							Total	Claim
Body Part	2003/200	4	2004/200	05	2005/200	6	2006/200	7	2007/200	8	2008/200	)9	2009/201	0	2010/201	1	2011/201	12	2012/201	3	2013/201	<b>L4</b>	Incurred	S
Multiple Body Parts	\$4,104,645	107	\$2,110,430	117	\$7,188,406	143	\$4,097,913	101	\$6,943,253	152	\$5,060,297	125	\$5,256,098	141	\$3,884,022	103	\$4,792,737	137	\$5,148,790	115	\$4,631,563	105	\$53,218,154	1346
Lower Back Area (Inc.																								
Lumb./LumbSac.)	\$1,578,660	101	\$3,264,375	116	\$917,372	100	\$2,053,265	93	\$1,137,022	72	\$1,766,302	68	\$1,097,748	49	\$2,094,952	58	\$1,323,992	55	\$799,506	53	\$1,052,529	33	\$17,085,723	798
Knee	\$832,981	61	\$774,055	62	\$593,665	43	\$1,032,842	51	\$1,234,706	42	\$209,965	34	\$739,677	40	\$1,037,945	42	\$1,119,497	41	\$902,768	26	\$657,910	23	\$9,136,010	465
Shoulder(S)	\$673,908	42	\$611,168	39	\$250,942	18	\$1,642,286	29	\$924,146	21	\$400,117	23	\$684,860	19	\$809,432	20	\$410,110	14	\$889,294	22	\$453,731	8	\$7,749,994	255
No Physical Injury	\$363,948	40	\$373,863	17	\$477,144	21	\$256,329	17	\$446,047	13	\$465,482	33	\$1,412,740	48	\$735,962	26	\$818,518	33	\$341,860	39	\$611,788	13	\$6,303,682	300
Multiple Upper																								
Extremeties	\$1,141,976	38	\$952,117	21	\$488,290	36	\$21,929	5	\$589,984	14	\$340,400	14	\$610,951	15	\$537,196	26	\$199,959	17	\$1,087,723	17	\$222,013	12	\$6,192,537	215
Hand	\$553,753	49	\$419,934	46	\$438,218	27	\$174,624	35	\$225,931	33	\$531,422	33	\$518,142	40	\$522,380	33	\$407,917	35	\$516,824	24	\$264,245	20	\$4,573,391	375
Lower Arm	\$517,004	63	\$240,572	52	\$379,017	46	\$513,771	53	\$236,568	38	\$60,601	40	\$973,994	46	\$305,273	41	\$210,683	28	\$17,063	14	\$283,442	25	\$3,737,988	446
Wrist	\$635,399	40	\$305,851	34	\$248,631	27	\$245,462	35	\$269,281	20	\$197,911	27	\$378,287	20	\$104,197	15	\$125,605	20	\$698,206	15	\$234,116	13	\$3,442,946	266
Upper Back Area																								
(Thoracic Area)	\$789,246	17	\$10,946	8	\$19,784	5	\$22,742	7	\$3,030	2	\$830,639	13	\$132,994	7	\$14,550	6	\$8,320	6	\$1,120	2	\$40,271	7	\$1,873,642	80
TOTAL	\$11,191,520	558	\$9,063,313	512	\$11,001,469	466	\$10,061,162	426	\$12,009,967	407	\$9,863,136	410	\$11,805,491	<b>42</b> 5	\$10,045,908	370	\$9,417,338	386	\$10,403,154	327	\$8,451,607	259	\$113,314,067	4,546





American indian woder scriour | April 16, 2018 at 6:30 PM Response to RFP for Insurance Broker

# APPENDIX

# E. Required Forms

Please refer to the following page(s).





## **American Indian Model Schools**

171 12<sup>th</sup> Street Oakland, CA 94607-4900 510.893.8701 www.aimschools.org

# REQUEST FOR PROPOSAL FOR AN INSURANCE BROKER

MARCH 15, 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, April 16, 2018 to the Superintendent's 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.

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.

Alliant Insurance S	ervices, Inc.			
COMPANY NAME 1301 Dove Street,	Suite 200		(949) 260-5096	(949) 756-2713
ADDRESS Newport Beach	CA	92660	PHONE tom.boobar@alliant	FAX t.com
CITY	STATE	ZIP	E-MAIL ADDRESS /	
Names and signatures Tom Boobar	below certify the	at you understand	and agree to all information in this i	Request for Proposal. 4/13/18
AUTHORIZED REPRES	SENTATIVE (Pri	int)	Signature	Date

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

# Coversheet

# Discussion Regarding Services offered by Ziegler, ACD, & Insite

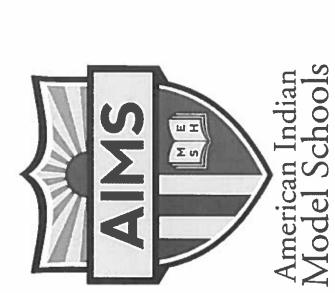
Section: II. Agenda Items

Item: L. Discussion Regarding Services offered by Ziegler, ACD, & Insite

Purpose: Discuss

Submitted by:

**Related Material:** 3. Ziegler Presentation.pdf





# B AMERICAN CHARTER DEVELOPMENT

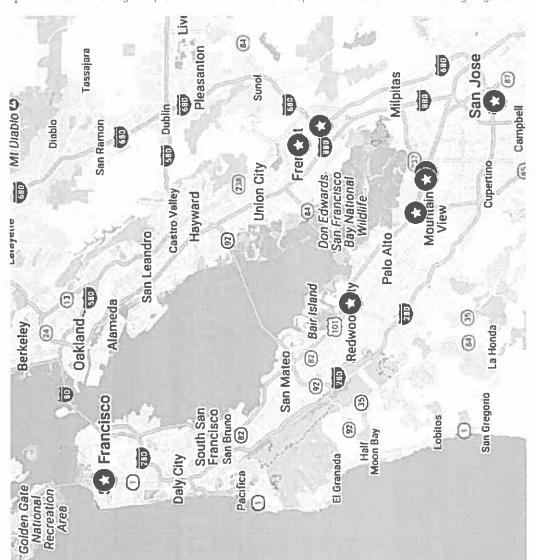


InSite
Educational Facility Services

SITE SELECTION SERVICES REGIONAL EXPANSION

A School at Work!

Powered by BoardOnTrac



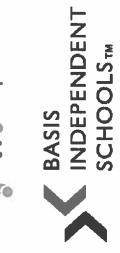
# InSite EFS completed schools in SFO

- Stratford School: 645 14<sup>th</sup> Avenue, San Francisco
   Stratford School: 43055 & 43077 Osgood Road, Fremont
- BASIS Independent: 1290 Parkmoor, San Jose
  - BASIS Independent: 3300 Kearney Street, Fremont
- SUMMIT Public Schools: 820 San Aleso Avenue, Sunnyvale SUMMIT Public Schools: 539 Weddell Drive, Sunnyvale
  - SUMMIT Prep: 890 Broadway, Redwood City
- SUMMIT Public Schools: 1012 Linda Vista Avenue, MV













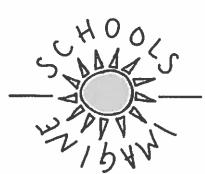












ASPIRE PUBLIC SCHOOLS

Quest Forward

G

Imagine Schools





SCHOOL FACILITIES

SOUARE FEET

STUDENTS SERVED

A I S SERVED

\$ INVESTED

# **405**N

ASCHOOL

HERES - OUR - PROCESS

ACD have completed projects in the following states:

Arizona / California / Colorado / Florida / Georgia / Idaho / North Carolina / South Carolina / Texas / Utah

Find your ideal location.

Search for sine Perform due didigence Pourbase site

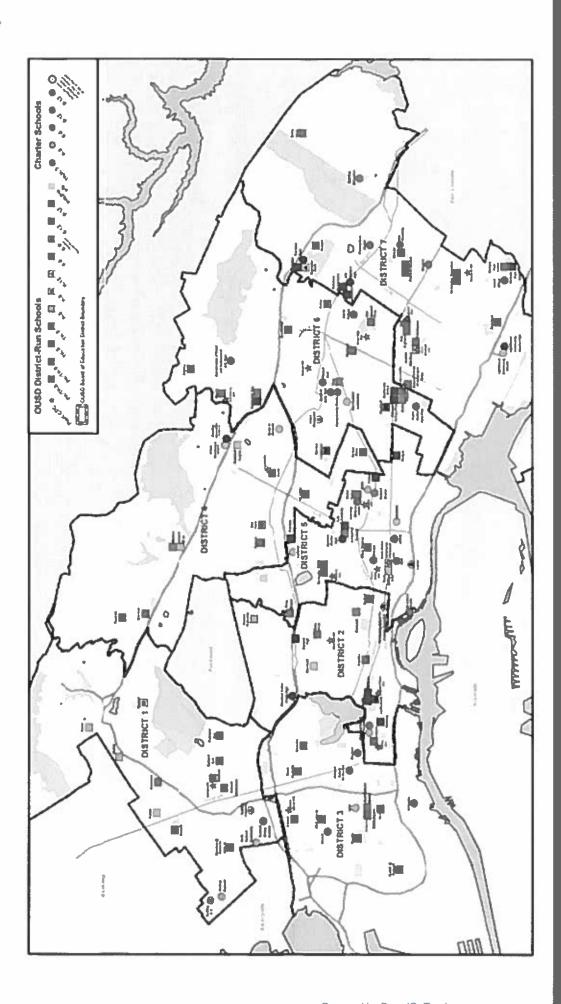
Design and build your permanent facility.

Oration Secura permits Construction

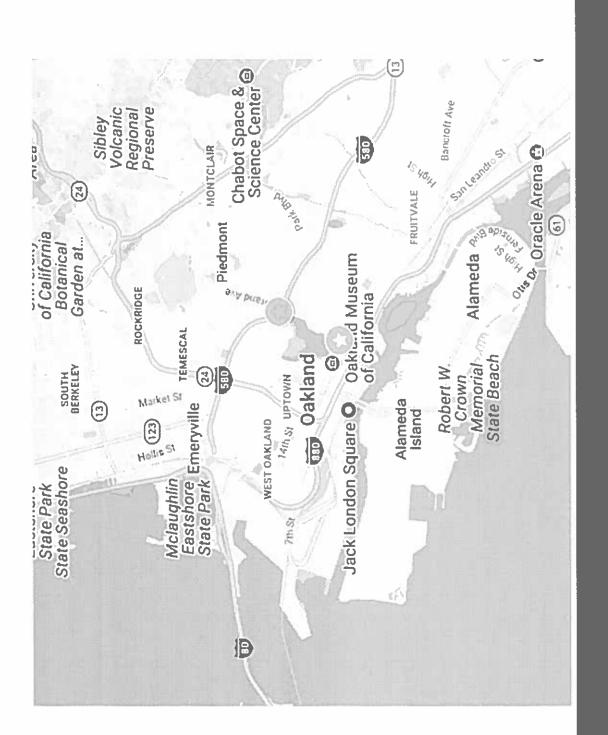
Finance everything and lease it to your giving you the option to purchase ASAP.

1100 Marchae Construction Constructio

A AMERICAN CHARTER DEVELOPMENT



# OAKLAND UNIFIED SCHOOL DISTRICT 2017-18 OAKLAND DISTRICT-RUN AND CHARTER SCHOOLS



# AMERICAN INDIAN MODEL SCHOOLS

CURRENT LOCATIONS

and off-market properties with the objective of striking the balance between meeting the requirements necessary for site Our core services outlined below encompass our site selection services. We do a highly detailed site search to locate both on development, and finding a location with the highest potential of contributing to the school's success.

owners, city agencies, and working closely with ACD. As we work throughout California, travel to our sites search destinations Integral to the process of site selection is our traveling to spend time in the field touring properties, meeting with property is typical for our team and is scheduled as appropriate.

flowing, we schedule weekly or bi-weekly calls with our clients to give status updates, receive feedback, and discuss our next Communication throughout the site search and acquisition process is vital for all parties involved. In order to keep the dialog

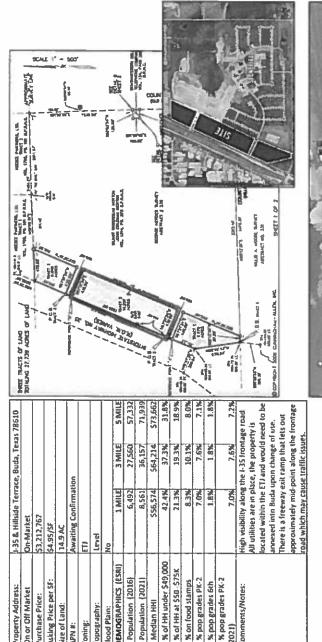
We continuously seek out opportunities through networking with developers, property owners, and professional organizations, and strive to maintain positive relationships on all levels.

Project Coordination with ACD
Transaction Negotiation
Demographic Market Analysis
On and Off Market Property Search
Zoning Analysis

Smartsheet Property Tracking Live Data Sharing Comprehensive Property Reporting Heat Mapping Site Ranking

# SITE SELECTION SERVICES

property we believe is a strong school), pricing, zoning, flood plain, ONE PAGE REPORTING Each consideration for the school, we provide a One Page slide that provides detailed information on property which includes overview of demographics (which can be tailored as needed by the and other necessary information. fliers to the school as the information on broker fliers can be confirm all specific details before we send out the information to the school to review as a possible This information is also extremely useful to PMSI as it InSite does not forward broker inaccurate and we make sure to the information they need to fully evaluate a location. expedites location. the



Median HHI

In or Off Market urchase Price:

ize of Land:

:Addergodo ood Plain :Buing:

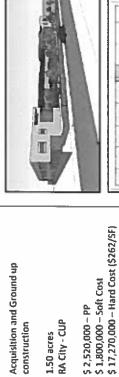




PLUM CREEK 11-I & 11-H, KYLE, TEXAS 78640

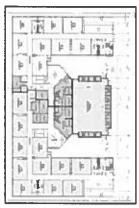
insite ETS, Inc. makes no warranty or representation as to the accuracy of the InSite

ONE PAGE REPORTING



Acquisition and Ground up construction

1.50 acres RA City - CUP

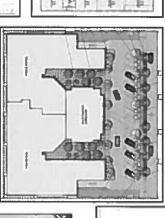


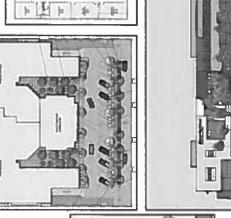
65,865 SF building, 118parking stalls 42 classrooms

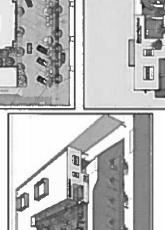
\$23,886,000 Total PC

Underground parking 1050 student middle/high school

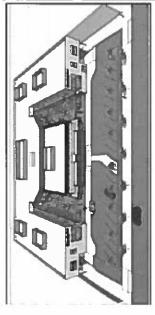










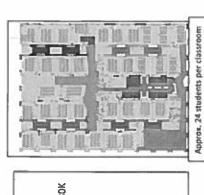


# CASE STUDY

검

After

# CASE STUDY 2



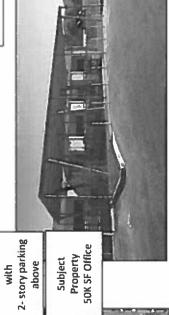
Converted 50K SF of an 80K SF office building 864 student K-5

C-2 LA By - Right

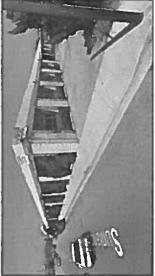
\$1,800,000 – Soft Cost \$6,300,000 (\$126/5F) – Hard Cost Ti

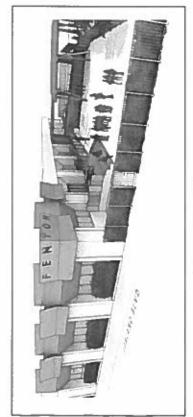
3DK SF office

Before

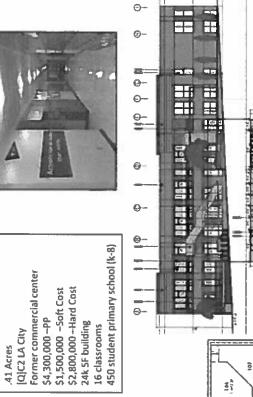




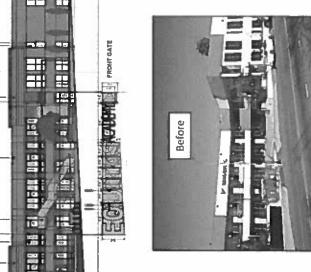




# CASE STUDY 3



16 classrooms









ON-MARKET & OFF-MARKET PROPERTY SEARCH InSite not only provides an exhaustive search client is looking for 10 acres we review what is available on-market but we also search off-market sites that of on-market properties to consider but we also complete an extensive off-market property search. If our We have software that allows us to identify properties in a specific size range and provides owner contact consider selling a property. We have had great success in locating off-market opportunities for our clients. may be a consideration, and then cold call and mail letters to the property owner to find out if they will information and sales data.

demographics. These heatmaps can be built with a single demographic in mind, such as income, or we can combine demographics such as income/overall population/population in specific grades and many others. HEAT MAPS We can provide to the school heat maps to identify areas that meet the schools target

SMARTSHEET We use Smartsheet to track all on-market and off-market opportunities. Our clients have access to Smartsheets to access or review the information we are providing. Within Smartsheets add in attachments, notes, property info specifics and contact info.

# SITE SELECTION SERVICES

# Coversheet

# **Public Comment on Closed Session Items**

Section: III. Closed Session

Item: A. Public Comment on Closed Session Items

Purpose: FYI

Submitted by:

Related Material: Dupon.pdf

OLIVIA DUPON 8012 SW VIOLA ST TIGARD, OR 97224

# Department of Industrial Relations- Division of Labor Standards Enforcement

# STATE OF CALIFORNIA

Case# 07-84610

**DEMAND LETTER** 

In the matter of:

**OLIVIA DUPON** 

VS.

AMERICAN INDIAN MODEL SCHOOLS A CALIFORNIA CORPORATION

(Sent Certified Mail)

Date: August 6th, 2018

Attention: American Indian Model Schools

On July 16th, 2018 the judgement was issued and hearing officer Jennie Culjat signed off on the judgement awarding me \$16,787.62. This letter is an attempt to collect the debt of \$16,787.62 in full. The judgment has been recorded by the State of Law and is required to be paid. I would like the amount to be paid no later than September 1st 2018.

I will take further action to collect through the legal process, including garnishments and collection of assets without further notice if the total judgement in the amount of \$16,787.62 is not paid in full by September 5th, 2018.

Penalties increase daily and I will seek any reimbursement necessary to collect as stated by the Court of Law.

I will expect a response to this letter no later than 10 days from the receipt of this demand letter.

Page 1

Payment can be sent to Olivia Dupon at 8012 SW Viola St. Tigard, OR 97224.

# I DECLARE UNDER THE PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE.



Date: August 6th, 2018

Copied:

Richard Osborne 116 Latham Street. Oakland, CA 94611

Bridget Wilson 469 Jennifer Drive San Pablo, CA 94806

Ramona Wilson 4012 Norton Avenue Oakland, CA 94602

Maya Woods-Cadiz 171 12th Street Oakland, CA 94607

American Indian Model Schools, A California Corporation 171 12th Street Oakland, CA 94607

			1)
	CALIFORNIA		FOR COURT USE ONLY
epartmen	t of Industrial Re	ations	THE COURT COST ONE
abor Cor	nmissioner's Offic		
515 Clay	y St Ste 801		
Dakland,	CA 94612		152, 112, 531,
Email: la	borcomm.wca.oa	k@dir.ca.gov	
Tel.: (5]	0) 622-3273 Fax	: (510) 622-3257	ENDURSEL
SUPERIO	OR COURT OF TH	E STATE OF CALIFORNIA	FILED
Superio	r Court of Califor	nia, County of Alameda,	ALAMEDA COUNTY
County	of Alameda		JUL 1 6 20 a
PLAIN	TIFF:		CLERK OF THE SUPERIOR COURT
Olivia E	Oupon		By: ERICA BAKER, Deputy
DEFEN	DANTS:		
State Ca	n Indian Model Sci se Number	nools, a California Corporation	COURT NUMBER 18913438
	ar vanithet.	REQUEST THAT CLEDY PARTY	
07-84610		COMM	R JUDGMENT AND JUDGMENT ON N OR AWARD OF THE LABOR MISSIONER
		REQUEST THAT CLERK ENTER	RIDGMENT
			s become final and the clerk is requested
DATED:	July 12, 2018	BY	XXX
			Culiat Officer
A		JUDGMENT	
with this	court. Judgmen	Order, Decision or Award of the therefore is entered as follows	he Labor Commissioner has been filed
1	\$6,427.74	for wages, expenses sick leave	and/or liquidated damages pursuant to
		Labor Code Section(s) 98.1, 248	5(f) 1104.2 and anages pursuant to
2	\$1,266.18	interest pursuant to Labor Code	Section(s) 98.1(c), 248.5(f), 1194.2
		and/or 2802(b);	30.1(c), 248.5(f), 1194.2
3	\$8,595.30	for penalties pursuant to Labo	Code S
		226(f), and/or 1198.5(k), and/	or 1695(a)(5).
4	Ruf uMiles	other (the non-interest other i.	e. tips)
5	\$16,289.22	Total Amount of Plaintiff's A	Wood.
6	\$63.40	For part hearing interest	ward
	\$05.40	/U:4(U): LTU:J(L):     /T:Z: /(	uant to Labor Code Section(s)
7	<b>\$</b> 435.00	For filing fee, pursuant to Lab	oor Code Section 101, et. Seq.
8	\$16,787.62	<b>Total Amount of Judgment</b>	Carl Carl Carl
			JUL 1 6 2018
certify	this to be a true o	opy of the judgment entered on	
at	page or m	icrofilm, pursuant to CCP 668	in Judgment book
		Clerk, by MONOW	//\ 
		C, OJ UNIVIJOM 4	, Deputy Clerk