



# AIMS K-12 College Prep Charter District

## Special Finance Committee Meeting

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### Date and Time

Thursday October 4, 2018 at 6:00 PM PDT

### Location

171 12th Street

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

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			
<b>B.</b> Record Attendance and Guests	Vote		
<b>C.</b> 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. Agenda Items 6:10 PM**

- |           |   |         |     |
|-----------|---|---------|-----|
| <b>A.</b> | Lunch Nutrition Program Finance Report  | FYI     | 5 m |
| <b>B.</b> | Discussion Regarding Swing MOU  | Discuss | 5 m |
| <b>C.</b> | Continuing Vendor LunchMaster Contract  | Discuss | 5 m |
| <b>D.</b> | Lease Agreement for Parking   | Discuss | 5 m |
| <b>E.</b> | Discussion Regarding Updating Financial Policies  | Discuss | 5 m |
|           | 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 |         |     |
| <b>F.</b> | Discussion Regarding Updating 990 Policies & Conflict of Interest Codes   | Discuss | 5 m |
|           | Begin Discussing the Process to Update by Regular January Board Meeting   |         |     |
| <b>G.</b> | Discussion Regarding Insurance Brokers  | Discuss | 5 m |
|           | Review Insurance Broker Submissions Received by AIMS  |         |     |
| <b>H.</b> | Discussion Regarding Response to RFP  | Discuss | 5 m |
|           | For the Purposes of Finding a Suitable Future Site for AIMS and Potential Need for RFP  |         |     |
| <b>I.</b> | Discussion and Approval Regarding Techbridge Girls and School Partner Letter of Agreement   | Vote    | 5 m |
|           | - Superintendent, Ms. Maya Woods-Cadiz  |         |     |
| <b>J.</b> | Discussion Regarding Vans Purchase  | Discuss | 5 m |
|           | - Superintendent, Ms. Woods-Cadiz   |         |     |
| <b>K.</b> | Discussion Regarding the Proposal for Gate  | Discuss | 5 m |
|           | - Operations, Ms. Marisol Magana  |         |     |
| <b>L.</b> | Discussion Regarding Finance Handbook Policy  | Discuss | 5 m |

	Purpose	Presenter	Time
- K.Ballentine, CBO			
<b>M.</b> Discussion Regarding Waste Management Increase	Discuss		5 m
- K. Ballentine, CBO			
<b>N.</b> Discussion Regarding approval for AIMS P.O. over \$8,000	Discuss		5 m
- Ellevation			
- The LunchMaster			
- CSMC			
- K.Ballentine, CBO			
<b>O.</b> Discussion Regarding Vendors List	Discuss		5 m
- K. Ballentine, CBO			
<b>P.</b> Discussion Regarding TOR	Discuss		5 m
- A. Morales, HR			
<b>Q.</b> Discussion Regarding 12-Month Pay for 11-month Employees	Discuss		5 m
- A. Morales, HR			
<b>R.</b> Discussion Regarding HR Personnel Report	Discuss		5 m
- A. Morales, HR			
<b>S.</b> Discussion Regarding Renewal of Kaiser Contract for 2019	Discuss		5 m
- A. Morales, HR			
<b>T.</b> Approval for Leadership Training Out of State	Discuss		5 m
- Superintendent, Ms. Woods-Cadiz			
<b>III. Closed Session</b>			<b>7:50 PM</b>
<b>A.</b> Public Comment on Closed Session Items	FYI		10 m
Public Comment on Closed Session Items is set aside for members of the Public to address 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. <b>Comments are limited to two (2)</b>			

	Purpose	Presenter	Time
<b><u>minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></b>			
<b>B.</b>	Recess to closed session	FYI	
<b>C.</b>	Closed Session Items	Discuss	30 m
	1. Conference with Real Property Negotiators ( Gov. Code Section 54956.9)		
	2. Conference with Legal Counsel - Anticipated Litigation ( Gov. Code Section 54956.9)		
	3. Public Employer Discipline/Dismissal/Release (Gov. Code Section 54957)		
	4. Discussion regarding real property negotiation		
	5. Discussion regarding First Amendment to Microcell Site Lease		
<b>IV.</b>	<b>Closing Items</b>		<b>8:30 PM</b>
<b>A.</b>	Items For Next Agenda	FYI	5 m
	-		
	-		
	-		
	-		
<b>B.</b>	Adjourn Meeting	Vote	

# Coversheet

## Lunch Nutrition Program Finance Report

**Section:** II. Agenda Items  
**Item:** A. Lunch Nutrition Program Finance Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** A.1 August Finacial Update.pdf  
A.2 AIMS Cash Handle Policy.pdf  
A.3 Unpaid Meal Policy.pdf

**AIMS Food Service  
10.4.2018  
Profit and Loss**

<b>Revenue</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19 August AIPCS II/AIPCS</b>	<b>FY19 August AIPHS</b>
Federal	\$64,628	\$206,299	\$19699.06	\$3752.36
State	\$4,478	\$14,382	\$1,358.94	\$259.53
Collections	\$22,838	\$45,582	\$4,099.00	\$392.00
<b>Total Revenue</b>	<b>\$91,944</b>	<b>\$266,263</b>	<b>\$25,167</b>	<b>\$4403.89</b>
<b>Expenses</b>				
Food Service Charges	\$90,363	\$247,017	\$23,241.60	\$6278.40
<b>Total Expenses</b>	<b>\$90,363</b>	<b>\$247,017</b>	<b>\$23,241.60</b>	<b>\$6278.40</b>
<b>Net Income</b>	<b>\$1,582</b>	<b>\$19,247</b>	<b>\$1925.40</b>	<b>-\$1874.51</b>
<b>Cumulative Balance</b>	<b>\$19,874</b>			
<b>FY18 Balance</b>	<b>\$19,247</b>			



## 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.
- Store cash in zip deposit bags and locked in safe.
- 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.-4:00 p.m.
- Cash deposited to the front desk must be stored in a lockbox immediately.
- Meal Time (Lunch Program Payment System) deposits must be made to student profile.
- Receipt must be logged and receipt must be given to parent/guardian after deposit is completed.
- By 4:00p.m. lockbox and receipt book must be taken to finance department for cash handoff and review. (Double Count of Cash)
- AIPHS deposits will be submitted to central office finance department every Friday by 4:00pm. (During week, clerk will adhere to the previous outlined day to day procedure).

### 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 Meal Time (Lunch Program Payment System).
- Proof of reconciliation is stored in finance office and locked in a file.
- Print Meal Time audit report to review with finance office.

### Security of Cash Handling

- Cash and other deposits are to be kept in a secured, 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.
- AIPHS clerk will be escorted to car prior to Friday cash drop off.
- AIPHS clerk will be provided space to park car to ensure safe handoff to finance department. (Double Count of Cash)
- 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 granted if students leave school district and or decided to no longer participate in the school lunch program.
- 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 Meal Time (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 for each school site and online at [www.aimschools.org](http://www.aimschools.org). If you have any questions about applying, please call Data, Accountability & 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 AIMS school front desk between the hours of 9:30a.m. to 4:00 p.m.
  - K-8th Grade Address: 171 12th St. Oakland, CA 94607
- - 9th-12th Grade High School Address: 746 Grand Ave, Oakland, CA 94610
- We accept cash in exact amounts.
  - 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.
  - A receipt will be given at time of payment.

#### Electronic Payments through MealTime

- Payments can be made online at [www.mymealtime.com](http://www.mymealtime.com)
- 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 notification's 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 the school year.***

***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](http://www.aimschools.org)

# Coversheet

## Continuing Vendor LunchMaster Contract

**Section:** II. Agenda Items  
**Item:** C. Continuing Vendor LunchMaster Contract  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** C. AIMS & Lunch Masters Contract 2018-19.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: Tiffany Tung		Name:	
Title: Data, Accountability and Operations Manager		Title:	
Phone:510.893.8701 ex.23	Cell Phone: 510.604.1785	Phone:	Cell Phone:
Fax:510.893.0345	E-mail: <a href="mailto:Tiffany.tung@aimschools.org">Tiffany.tung@aimschools.org</a>	Fax:	E-mail:

## C. Fees

### 1. Fixed-price Contracts

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

### 2. Payment Terms

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

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

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

### 4. Spoiled or Unwholesome Food

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

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

**D. Contract Cost Adjustment**

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

**E. Availability of Funds**

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

**F. Timeliness**

Time is of the essence in this Contract.

**G. Approval**

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

**H. Amendment**

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

**I. Substantive Changes to Contract**

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

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

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

**J. Subcontract/Assignment**

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

**K. Written Commitments**

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

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

**L. Trade Secrets/Copyrights**

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

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

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

**M. Severability**

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

**N. Counterparts**

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

**O. Silence/Absence/Omission**

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

**P. Indemnification**

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

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

**Q. Penalties**

For the breach of the Contract and associated benefits:

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

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

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



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

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

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

**T. Force Majeure**

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

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

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

**U. Nondiscrimination**

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

**V. Compliance with the Law**

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

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

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

**W. Choice of Law**

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

**X. Advice of Counsel**

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

**III. Relationship of the Parties**

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

■ **Food Service Program**

**A. Vended Meal Provider Responsibilities**

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

**B. School Food Authority Responsibilities**

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

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

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

**V. Meal Responsibilities**

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

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

**VI. Books and Records**

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

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

**VII. Monitoring and Compliance**

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

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

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

**IX. Certifications**

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

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



**E. Lobbying**

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

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

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

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

**X. Insurance**

The parties shall maintain the following insurances:

**A. Workers' Compensation Insurance**

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

**B. Comprehensive or Commercial Insurance**

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

**C. Property Insurance**

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

#### **XI. Termination**

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

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

## Exhibit A

### Scope of Work

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

- A. Scope. The Vended Meal company shall provide vended breakfast, lunch and snack service at American Indian Public Charter School I, located at 171 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.
- B. Time. Delivery is to take place a time mutually agreeable between VENDOR and SFA.
- C. Services. VENDOR will deliver services pursuant to its proposal provided to SFA.

#### 2. Description of VENDOR Responsibilities

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

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

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

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

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

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

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

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

##### B. Facility or Site Operations

The VENDOR shall recommend:

- Safety programs for employees

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

**C. Menus**

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

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

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

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

**D. Quality Control**

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

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

**E. Staff**

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

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

**F. Records**

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

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

**G. Education**

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

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

**H. Reports**

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

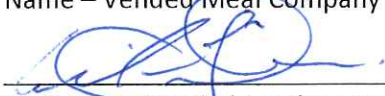
The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

**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		\$	\$
<b>TOTAL</b>			<b>\$ 1,021,626.00</b>

\*Units to be provided by SFA

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

THE LUNCH MASTER  
 Name – Vended Meal Company  
  
 Signature – Vended Meal Company  
G.M  
 Position

\_\_\_\_\_  
 Name – School Food Authority Rep  
 \_\_\_\_\_  
 Signature – School Food Authority Rep  
 \_\_\_\_\_  
 Position

# Coversheet

## Discussion Regarding Response to RFP

**Section:** II. Agenda Items  
**Item:** H. Discussion Regarding Response to RFP  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** RFP.pdf



**InSite**  
Educational Facility Services

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September 30, 2018

Superintendent's Office  
American Indian Model Schools  
171 12<sup>th</sup> Street  
Oakland, CA 94607

Superintendent Woods-Cadiz:

Thank you for the opportunity to respond to your Request for Proposals ("RFP") for Commercial Real Estate Brokerage Services. We have enjoyed our preliminary discussions with the American Indian Model School's (AIMS) Board, staff and subcommittees; we hope to have the opportunity to be engaged by AIMS and begin work immediately on locating a suitable site for a new campus.

We are responding as a complete team for AIMS: InSite will lead the effort on the Commercial Real Estate Services outlined in the RFP, focused primarily on-site selection; American Charter Development (ACD) will work in conjunction with InSite to ensure that the sites be considered can accommodate the AIMS model and mission, as well as, provide services for the construction, development and finance for the School; Ziegler will work on long-term financing and financial modeling for the School. The three firms will work in conjunction and in close coordination with you and your Board (and other consultants such as CSMC) to make sure the site selected is suitable in terms of location, available space and cost to AIMS. Our goal is to help AIMS to find its permanent home, built as AIMS wants it, with a cost structure AIMS can readily afford. Along with other factors, we will take into consideration AIMS' educational goals, financial goals, its desire to possibly retain its current building on 12<sup>th</sup> Street, and the desire to possibly consolidate all grades onto a single site.

The bulk of the attached proposal specifically replies to the RFP; we would be happy to meet with AIMS as appropriate to discuss this RFP response or any other matters which you deem relevant in making your decision. All members of our respective teams are available to AIMS to that end.

**Scope of Work:**

1. **California Real Estate Licensing:** InSite EFS #01957797, Benson Sainsbury #01252635, Daniel Morrar #01716132.







2. **Vendor Profile & Broker Experience:** Since 2008, InSite’s sole focus has been educational properties. We are the only national commercial real estate transaction and advisory services firm dedicated exclusively to the education property market segment. Over the last ten years we’ve facilitated over 150 charter school real estate transactions nationwide, adding over 75,000 new seats with a total value in excess of \$1.3B. We do not have an office in Alameda County, but we do serve all of the Bay Area from our Los Angeles office. Within the attached package includes our list of California clients, project locations and broker experience.
  - a. **Ziegler Experience:** Since their first financing in 1913, Ziegler has become a recognized leader in providing creative, tailored solutions to educational institutions. Since year 2000, Ziegler has financed over 100 K-12 Schools for nearly \$1.7 billion in par amount.
  - b. **ACD Experience:** With more than 100 years combined experience, 66 charter school facilities built, 405 million dollars invested, 2.8 million square feet built and 27,000 students served, American Charter Development (ACD) is America’s premier charter facility funding and development company.
3. **Conflict of Interest:** NONE

Sincerely,

DocuSigned by:  
  
 087EE1E0A745438  
**Benson Sainsbury**  
 InSite EFS

DocuSigned by:  
  
 JS018CD63C074FF  
**Packer Morley**  
 American Charter Development

DocuSigned by:  
  
 C1FCCA7CEB14389  
**John Solarczyk**  
 Ziegler

**Appendix:**

1. InSite EFS Broker Services Agreement
2. Broker Experience and Regional Expansion Services
3. Ziegler Engagement Letter
4. ACD Experience
5. Ziegler Experience





September 27, 2018

Maya Woods-Cadiz  
 Superintendent  
 American Indian Model Schools

Re: Services Agreement

Dear Ms. Woods-Cadiz:

This letter confirms the Engagement (the “**Engagement**”) of InSite EFS, LLC (“**InSite EFS**”) by American Indian Model Schools (“**School**”), to assist School with site evaluation and other services as described in this Engagement, including but not limited to those services described in Section 3 of this Engagement (collectively, the “**Services**”).

This Engagement is subject to the following terms and conditions:

1. **Authorization: Exclusivity.** School understands and acknowledges that the Services provided by InSite EFS to School are highly specialized. As a result, School agrees that, during the term of this Engagement and within the area(s) defined within Exhibit “A” (“**Service Area**”) and/or exhibit “B” (**Project Specific Assignments**) InSite EFS shall be the exclusive provider of Services described in this Engagement. Neither School nor any of its affiliates, related entities, agents or persons acting on behalf of School shall contract with or retain the services of any other person or firm for services the same or substantially similar to the Services to be performed by InSite EFS under this Engagement. School also agrees that InSite EFS shall be the exclusive real estate brokerage firm representing School, its affiliates and any other related entity for any of the transactions described in Section 3 of this Engagement. School also understands and acknowledges that InSite EFS may perform services the same or substantially similar to the Services to be performed by InSite EFS on behalf of School for other persons or entities, which may include competitors of School. Such same or substantially similar services provided by InSite EFS to such other persons or entities may include showing the same school sites or potential school sites as have been or will be shown to School and making and negotiating offers on behalf of such other person or entities on school sites or potential school sites on which School has or desires to make an offer. As such, School hereby waives and releases InSite EFS from any conflict of interest, breach of fiduciary duty, and any and all claims arising from or relating to InSite EFS’s performance of such same or substantially similar services to such other persons or entities, including without limitation representing such other persons or entities in connection with school sites or potential school sites that InSite EFS has shown to School.

2. **Term.**

(A) **Term and Termination.** InSite EFS’s engagement hereunder shall become effective on the date on which School and InSite EFS shall have mutually



executed this Engagement (the “Effective Date”) and shall expire the earlier of (1) twelve (12) months thereafter or (2) upon either party giving to the other party thirty (30) day written notice of its desire to terminate this Engagement (the “Termination Date”). Unless terminated as set forth above, the term of this Engagement shall automatically renew for twelve (12) months until terminated by either party by thirty (30) day written notice.

(B) Effect of Termination. Termination of this Engagement shall not limit InSite EFS's right to collect any fees earned as provided for by the terms of this Engagement as of the Termination Date. If within one hundred eighty (180) days after the Termination Date, School, its affiliates or any related entity enters into an agreement to lease or acquire any property submitted by InSite EFS or enters into an agreement with any person or entity with whom InSite EFS has negotiated or communicated in an effort to effect a lease or acquisition or secure financing on behalf of School, then InSite EFS shall be deemed to be the procuring cause of any resulting transaction and entitled to collect all fees owed to InSite EFS as provided for by the terms of this Engagement. Within thirty (30) days following the Termination Date, InSite EFS shall provide School a list of names, addresses or property descriptions for which InSite EFS would be owed fees as provided for by the terms of this Engagement. The amount of fees owed to InSite EFS shall not be reduced by any fees School may owe to another person or firm.

3. Services Provided by InSite EFS. School has retained InSite EFS to provide the following services, including but not limited to the following:

(A) Assist School in the identification and evaluation of possible locations for a school site. Services will include evaluating available land and existing buildings that are within a defined area outlined within Exhibit “A” (“Service Area”) and/or a specific project that may be assigned to InSite EFS which shall be defined within Exhibit “B” (“Project Specific Assignments”). Should School choose to identify a new Service Area or exclude an existing Service Area, School and InSite shall define the revision to the Service Area through an amendment to the Engagement; and

(B) Take meetings with property owners and consultants to discuss the viability of a potential site for School; and

(C) Participate in meetings with School, property owners and cities to discuss the viability of a potential sites for School; and

(D) Assist School in negotiating and structuring a lease or purchase agreement.

4. Fees.

(A) Fee Amount. For providing Services, InSite EFS shall be paid a commission in the amount set forth in the table below that shall become due and payable at the time set forth in the table below. For the purposes of this Engagement, the “Purchase Price” shall mean the gross sales price of a property and shall include



real and personal property or assets that are part of the sale and the assumption and/or release of existing liabilities. The Purchase Price shall also include the price paid for any option on a property, extensions of any such option and the remaining balance of the Purchase Price if any such option is exercised. For a lease of property, InSite EFS shall be paid a percentage of each year’s gross rent for the term of the lease as set forth in the table below. For a property or project in which InSite EFS negotiates or arranges financing (debt or equity), InSite EFS shall be paid a percentage of the total amount financed as set forth in the table below.

Type of Transaction	Commission	Commission Payable
Purchase of a property	4% of total Purchase Price	Close of escrow
Lease of a property	3% of Y1-10 and 1.5% of Y11-30	100% payable at execution of lease and removal of all contingencies, if any.

(B) Commissions in commercial real estate transactions are typically paid by the seller or landlord of a property or are deducted from the total amount financed. **In the event that School successfully enters into a transaction pursuant to the terms of this Engagement and the seller, landlord or the party providing financing is unwilling to pay the total fee owed to InSite EFS, School shall be obligated to pay InSite EFS any balance of the fee remaining.**

(C) **In the event that a property is gifted, donated and/or InSite EFS is able to negotiate a purchase or lease of a property that is below fair market value, then all fees owed to InSite EFS shall be based on a recent appraisal satisfactory to InSite EFS or the fair market value as determined by InSite EFS according to industry standards.**

5. **Standard of Care; Claims.** InSite EFS shall use commercially reasonable efforts in providing the Services to School. However, InSite EFS’s liability hereunder for damages, regardless of the form of action, shall not exceed the total amount of fees actually received by InSite EFS pursuant to this Engagement. School further agrees that neither InSite EFS nor any of its representatives, officers or employees shall be liable for any claim, demand or judgment made against School by any other party. **Except for as specifically provided for in this Engagement, InSite EFS shall not be liable for any damages resulting from InSite EFS’s performance of its obligations under this Engagement, including, without limitation, incidental and/or consequential damages, even if InSite EFS has been advised of the possibility of any such damages. No action related in any way to this Engagement, regardless of form, may be brought by either party more than one (1) year after the Termination Date.**

6. **Obligations of School.** School acknowledges and agrees that it has performed or will perform the following undertakings, agreements and covenants in connection with this Engagement:

(A) Make available or cause to be made available to InSite EFS all documents, financial projections, management statements with respect to School, School’s organizational documents and other information which shall be necessary or appropriate for the proper performance of InSite EFS’s duties hereunder;





(B) Cooperate fully with InSite EFS and provide to InSite EFS all information that InSite EFS may require to fulfill its duties and provide the Services hereunder. All information provided by School and their agents shall be accurate and complete, in all material respects, and InSite EFS shall be entitled to rely thereon without verification and to include all or any portion thereof in any work or services it provides hereunder; and

(C) Provide timely approvals of any items required pursuant to this Engagement.

7. Disclosures Regarding Real Estate Agency Relationships. By entering into this Engagement, School acknowledges and understands InSite EFS, either acting directly or through one or more its agents, can legally be the agent of both School and another party in a specific transaction, but only with the knowledge and consent of both School and such third party. In this dual agency relationship, InSite EFSEFS has the following affirmative obligations to both School and the third party:

(A) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either School and the third party;

(B) A duty of honest and fair dealing and good faith; and

(C) When representing both School and a third party, InSite EFSEFS may not without the express permission of a respective party, disclose to the other party that the party will accept rent/purchase price in an amount less than that indicated in the listing or that a party is willing to pay a higher rent/purchase price than that offered.

The above duties of InSite EFS do not relieve School from the responsibility to protect its own interests. School should carefully read all agreements to assure that they adequately express its understanding of the transaction. School acknowledges that InSite EFS may request that School further acknowledge and confirm InSite EFS's agency relationship as may be required by state or local law and School agrees to execute any such further disclosures as requested by InSite EFS.

8. Modification of Agreement/Assignment. This Engagement contains the entire agreement between the parties and may be modified only in writing signed by the parties hereto. This Engagement shall be binding upon and inure to the benefit of the parties hereto and may not be assigned by either party.

9. Arbitration. Any and all claims, disputes, controversies or differences arising between the parties hereto in relation to or in connection with this Engagement, except in respect of Section 10, shall be determined by arbitration. This arbitration shall be held in Austin, Texas and conducted in accordance with the rules of the American Arbitration Association before one arbitrator selected in accordance with such rules. The decision of



such arbitrator shall be final and binding upon the parties hereto and may be enforced by any court having jurisdiction so to do.

Subject to the limitations of Section 5 hereof, the prevailing party shall be awarded all of its filing fees and related administrative costs and other costs of obtaining an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys' fees and similar costs related to obtaining, enforcing and collecting an arbitrator's award and all such amounts shall be added to, and become part of, the amounts due pursuant to this Engagement.

10. **Indemnity.** School agrees to indemnify and hold harmless InSite EFS and its affiliates, the respective directors, officers, controlling persons, if any, agents, employees, brokers and attorneys of InSite EFS and its affiliates (hereinafter, the "**Indemnified Party**") from and against all claims, liabilities, losses, damages, proceedings or actions (whether pending or threatened) related to or arising out of this Engagement or InSite EFS's role in connection therewith, and will reimburse InSite EFS, InSite EFS's affiliates and any Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, proceeding or action (whether pending or threatened). School will not, however, be responsible for any claims, liabilities, losses, damages or expenses which have resulted from InSite EFS's gross negligence or intentional or reckless misconduct. The foregoing shall survive the Termination Date.

11. **Attorney's Fees.** In the event that any legal action or other proceeding of any kind is brought for the enforcement of this Engagement or because of an alleged breach, default or misrepresentation, or because of any other dispute arising from or in connection with any term or condition of this Engagement, the successful or prevailing party shall be entitled to recover all reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

12. **Governing Law; Forum.** This Engagement shall be interpreted under and governed by the laws of the state of Texas; and in the event of any dispute hereunder, the parties hereby consent to the exclusive jurisdiction of the courts of Texas a for the adjudication of such dispute.

13. **Authority.** School represents and warrants to InSite EFS that this Engagement has been duly authorized by all requisite action, and that School is duly authorized to execute this Engagement and perform all of its obligations hereunder. InSite EFS represents and warrants to School that its entry and delivery of this Engagement has been duly authorized by all requisite action.

14. **Confidentiality.** School, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, and InSite EFS, on its behalf and on behalf of its affiliates, partners, shareholders, officers, employees and agents, hereby acknowledge that the contents of this Engagement, the contents of all documents, instruments and other materials which may become available to them during the Engagement (the "**Confidential Materials**") are of a confidential nature, and such Confidential Materials may (except as may be required to accomplish the purposes of this Engagement) not be disseminated,





distributed, discussed or otherwise made available to any person other than School or InSite EFS or their respective counsel. Notwithstanding the foregoing, the following are excluded from the confidentiality provisions of this Section 13: (i) public information, (ii) disclosures required by law, judicial process or litigation between the parties and (iii) disclosures made to an affiliate of a party if the affiliate is advised of and agrees in writing to the confidentiality provisions hereof.

*[Signatures appear on the following page]*

If the foregoing reflects our mutual understanding, please execute the enclosed duplicate of this Engagement in the space provided below and return it to us.

Very truly yours,



InSite EFS, LLC  
By: Benson P. Sainsbury  
Title: President

Accepted and Agreed,

American Indian Model Schools

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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





**Exhibit "A"  
Service Area**

**To be determined**



**Exhibit "B"**  
**Project Specific Assignments**

**To be determined**



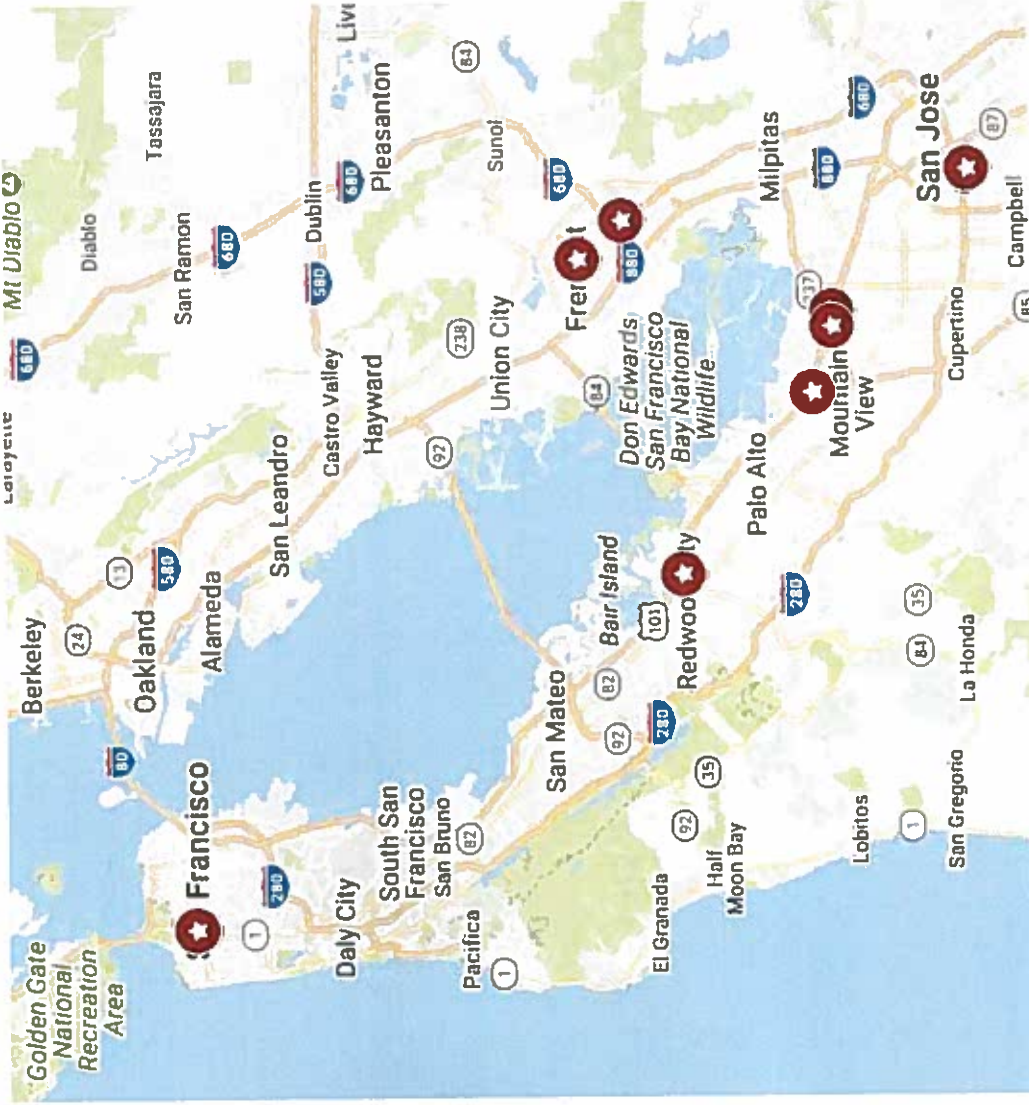


American Indian  
Model Schools  
*A School at Work!*



**REGIONAL EXPANSION  
SITE SELECTION SERVICES**





- 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

# InSite EFS completed schools in SFO







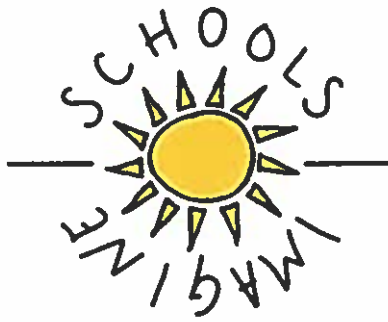
summit  
public schools



ALLIANCE  
College-Ready Public Schools



FENTON  
ACADEMY



Imagine Schools

Partial list of InSite California Clients



SCHOOL FACILITIES

70+

SQUARE FEET

2.8M

STUDENTS SERVED

27K

\$ INVESTED

405M

ACD have completed projects in the following states:

Arizona / California / Colorado / Florida / Georgia / Idaho / North Carolina / South Carolina / Texas / Utah



HERE'S OUR PROCESS

1 Find your ideal location.

- Search for sites
- Perform due diligence
- Purchase site

2 Design and build your permanent facility.

- Draft plans
- Secure permits
- Construction

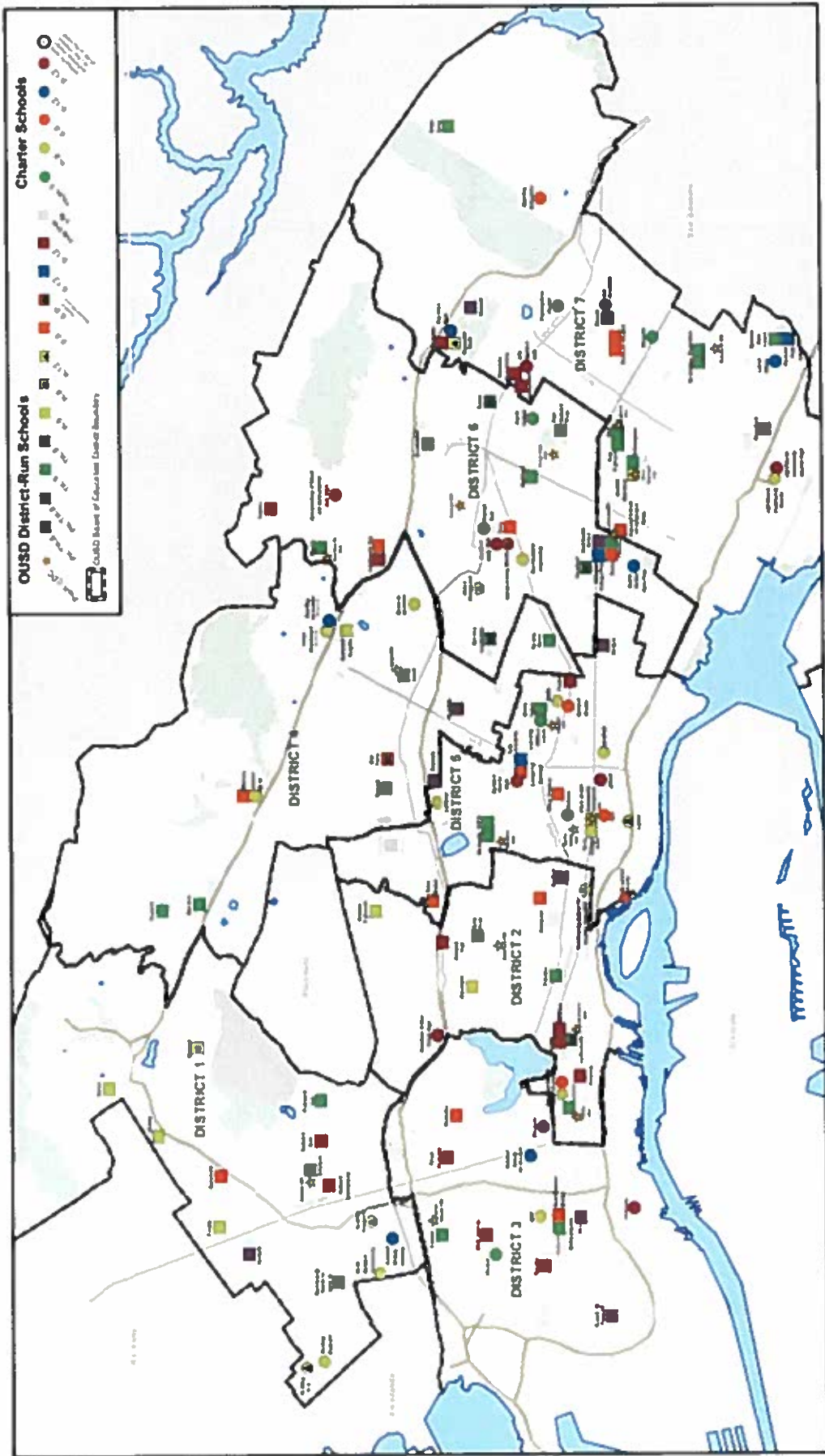
3 Finance everything and lease it to you, giving you the option to purchase ASAP.

- 100% financing
- FFME + start-up funding

See track record at [www.acd.com/schools](http://www.acd.com/schools)



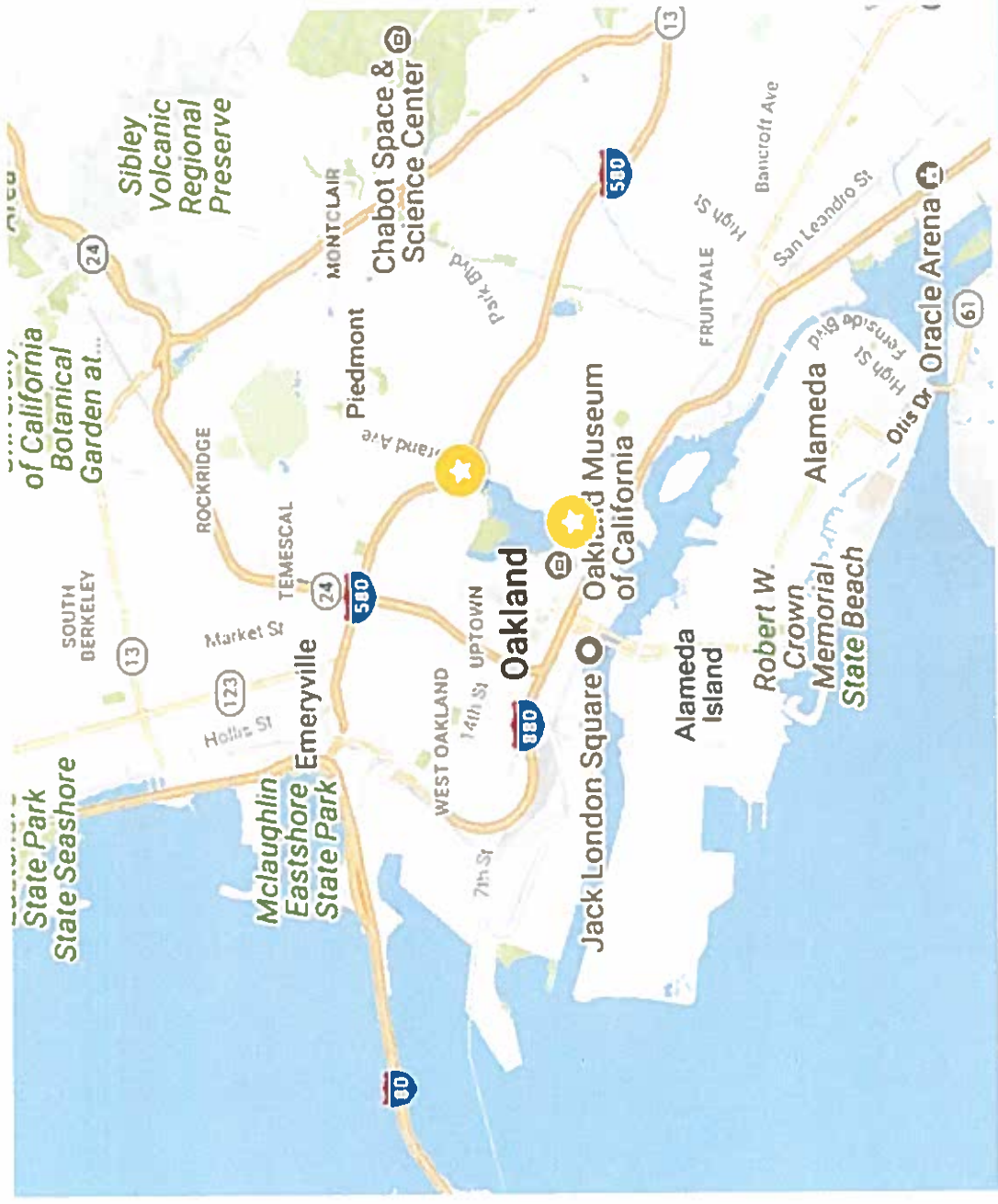




# OAKLAND UNIFIED SCHOOL DISTRICT

2017-18 OAKLAND DISTRICT-RUN AND CHARTER SCHOOLS





# AMERICAN INDIAN MODEL SCHOOLS CURRENT LOCATIONS





*Our core services outlined below encompass our site selection services. We do a highly detailed site search to locate both on and off-market properties with the objective of striking the balance between meeting the requirements necessary for site development, and finding a location with the highest potential of contributing to the school's success.*

*Integral to the process of site selection is our traveling to spend time in the field touring properties, meeting with property owners, city agencies, and working closely with ACD. As we work throughout California, travel to our sites search destinations is typical for our team and is scheduled as appropriate.*

*Communication throughout the site search and acquisition process is vital for all parties involved. In order to keep the dialog flowing, we schedule weekly or bi-weekly calls with our clients to give status updates, receive feedback, and discuss our next steps.*

*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*

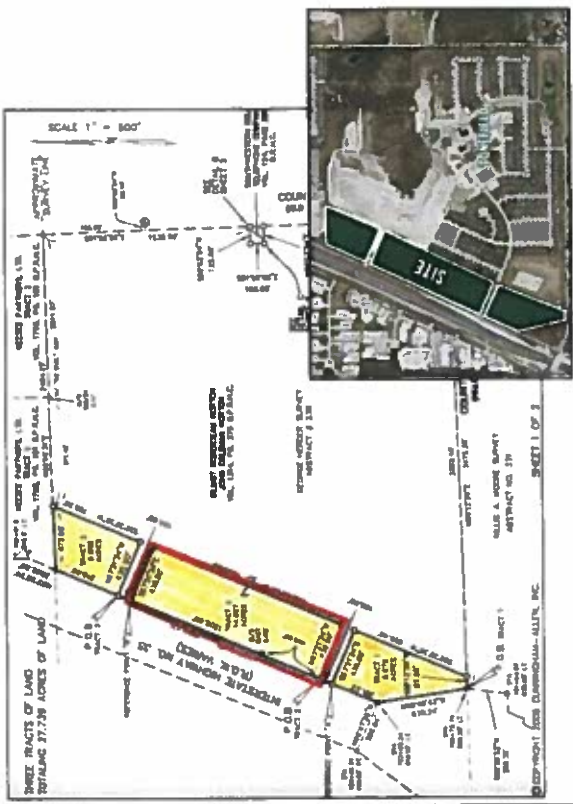
*Smartsheet Property Tracking  
Live Data Sharing  
Comprehensive Property Reporting  
Heat Mapping  
Site Ranking*

# SITE SELECTION SERVICES



**ONE PAGE REPORTING** Each property we believe is a strong consideration for the school, we provide a One Page slide that provides detailed information on the property which includes overview of demographics (which can be tailored as needed by the school), pricing, zoning, flood plain, and other necessary information. InSite does not forward broker fliers to the school as the information on broker fliers can be inaccurate and we make sure to confirm all specific details before we send out the information to the school to review as a possible location. This information is also extremely useful to PMSI as it expedites the information they need to fully evaluate a location.

Property Address:	I-35 & Hillside Terrace, Buda, Texas 78610		
On or Off Market:	On-Market		
Purchase Price:	\$3,212,767		
Asking Price per SF:	\$4.95/SF		
Size of Land:	14.9 AC		
APN #:	Awaiting Confirmation		
Zoning:	ET1		
Flood Plain:	No		
<b>DEMOGRAPHICS (ESRI)</b>	<b>1 MILE</b>	<b>3 MILE</b>	<b>5 MILE</b>
Population (2016)	6,492	27,560	57,332
Population (2021)	8,561	36,157	71,939
Median HHI	\$56,574	\$64,214	\$73,662
% of HH under \$49,000	42.4%	37.3%	31.8%
% of HH at \$50 - \$75K	21.3%	19.3%	18.9%
% on food stamps	8.3%	10.1%	8.0%
% pop grades PK-2	7.0%	7.6%	7.1%
% pop grades 6th	1.8%	1.8%	1.8%
% pop grades PK-2 (2021)	7.0%	7.6%	7.2%
Comments/Notes:	High visibility along the E-35 frontage road. All utilities are in place, the property is located within the ET1 and would need to be annexed into Buda upon change of use. There is a freeway exit ramp that lets out approximately mid point along the frontage road which may cause traffic issues.		



**InSite** Powered by Property Search  
 InSite EIS, Inc. makes no warranty or representation as to the accuracy of this information. This document is the property of InSite EIS, Inc. and shall not be distributed without its written authorization.  
**PLUM CREEK 11-I & 11-H, KYLE, TEXAS 78640**

# ONE PAGE REPORTING





**Acquisition and Ground up construction**

1.50 acres  
RA City - CUP  
\$ 2,520,000 - PP  
\$ 1,800,000 - Soft Cost  
\$ 17,270,000 - Hard Cost (\$262/SF)  
\$23,886,000 Total PC  
65,865 SF building, 118 parking stalls  
42 classrooms  
Underground parking  
1050 student middle/high school



# CASE STUDY I

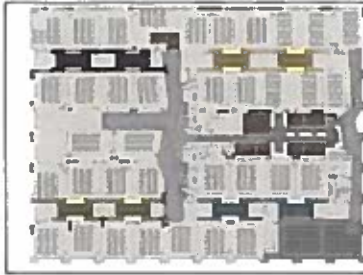




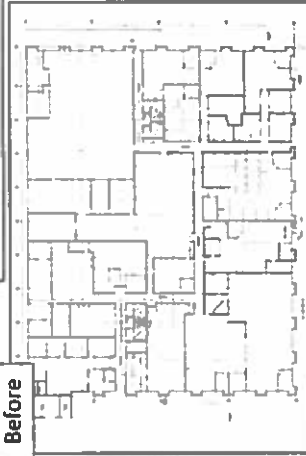
Converted 50K SF of an 80K SF office building  
864 student K-5  
C-2 LA By - Right  
\$1,800,000 - Soft Cost  
\$6,300,000 (\$126/SF) - Hard Cost TT



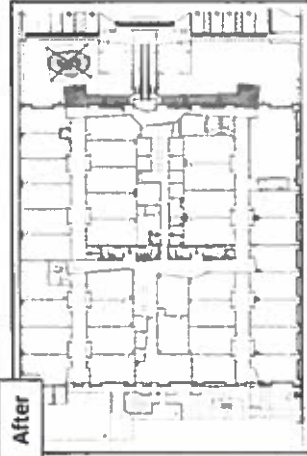
30K SF office with 2-story parking above  
Subject Property  
50K SF Office



Approx. 24 students per classroom



Before



After



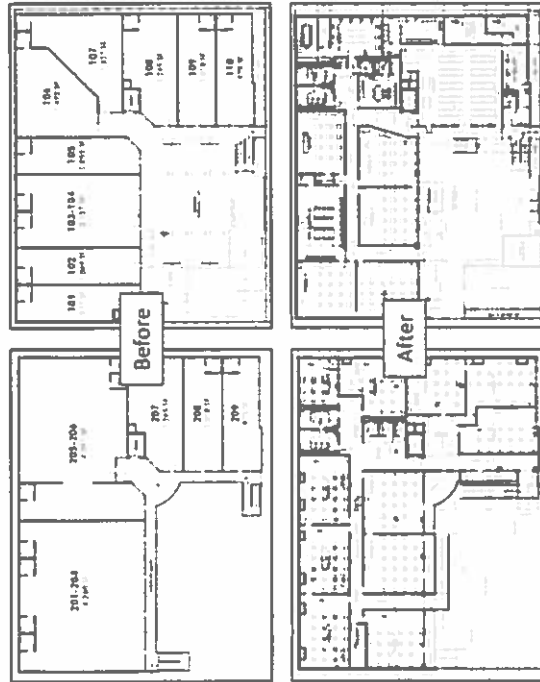
# CASE STUDY 2







.41 Acres  
 [Q]C2 LA City  
 Former commercial center  
 \$4,300,000 - PP  
 \$1,500,000 - Soft Cost  
 \$2,800,000 - Hard Cost  
 24k SF building  
 16 classrooms  
 450 student primary school (k-8)



# CASE STUDY 3



**ON-MARKET & OFF-MARKET PROPERTY SEARCH** InSite not only provides an exhaustive search of on-market properties to consider but we also complete an extensive off-market property search. If our client is looking for 10 acres we review what is available on-market but we also search off-market sites that may be a consideration, and then cold call and mail letters to the property owner to find out if they will consider selling a property. We have had great success in locating off-market opportunities for our clients. We have software that allows us to identify properties in a specific size range and provides owner contact information and sales data.

**HEAT MAPS** We can provide to the school heat maps to identify areas that meet the schools target 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.

**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





735 North Water Street  
Suite 1000  
Milwaukee, WI 53202

Toll-Free: 414 978 6400  
Fax: 414 978 6401

[www.Ziegler.com](http://www.Ziegler.com)

August 21, 2018

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

Dear Mrs. Woods-Cadiz:

This letter confirms the engagement of B.C. Ziegler and Company ("Ziegler") by American Indian Model Schools (the "Borrower"), to act as lead underwriter for the Borrower's offering (the "Offering") of taxable and tax-exempt bonds (the "Bonds") to be issued through an acceptable conduit issuer (the "Issuer") to finance (i) all costs associated with the acquisition of property and construction/rehabilitation of a permanent school site thereon, (ii) the funding of a debt service reserve fund, (iii) transaction costs of issuance, and (iv) the funding of a capitalized interest account (if necessary) (collectively, the "Project").

1. Underwriting Services – Underwriting services to be provided by Ziegler under the terms of this engagement are as follows:

- (a) offer the Bonds for sale on a best efforts basis;
- (b) assist the Borrower in the preparation of a Limited Offering Memorandum (the "Official Statement") describing the Borrower, the Issuer, the Projects and the Bonds, which Official Statement shall not be made available to potential investors until such Official Statement, and its use, shall be approved by the Borrower;
- (c) submit a bond purchase agreement (the "Bond Purchase Agreement") to the Borrower and the Issuer for the purchase of the Bonds at interest rates. This Bond Purchase Agreement will be subject to acceptance and approval by the Borrower.
- (d) act as the sole underwriter of the Bonds as specified above; and
- (e) assist the Borrower with the preparation of any other communications to be used in placing the Bonds.

The Borrower acknowledges and agrees that ~~Ziegler reserves the right not to participate in the offering of the Bonds and that Ziegler's engagement hereunder is not an agreement by it or any of its affiliates to underwrite, place or purchase any securities or otherwise provide financing until the execution of Bond Purchase Agreement.~~ Borrower further acknowledges and agrees that Ziegler is acting solely as underwriter for the Bonds and not as a municipal advisor, financial advisor or fiduciary to the

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2

Borrower. Unlike a municipal advisor to a municipal entity, Ziegler will not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both Borrower and investors. In its capacity as underwriter, Ziegler's primary role (subject to the provisions hereof) is to purchase the Bonds with a view to distribution, or arrange for the purchase of the Bonds, in an arm's length commercial transaction at a fair and reasonable price. Ziegler must balance its duty to purchase the Bonds at a fair and reasonable price with its duty to sell the Bonds to investors at prices that are fair and reasonable. As an underwriter, Ziegler's financial and other interests differ from (and may conflict with) the interests of the Borrower. Any advice rendered by Ziegler to the Borrower pursuant hereto (including, but not limited to, advice regarding the structure, timing and terms of the issue of the Bonds or other similar matters concerning the issue of the Bonds) is rendered solely in Ziegler's capacity as an underwriter, and no such advice shall render or result in Ziegler being considered or in fact acting as a municipal advisor, financial advisor or fiduciary to the Borrower, or to any other party in connection with the issuance of the Bonds. The Borrower shall consult with its own legal, financial advisors and/or municipal advisors to the extent it deems appropriate in connection with the Offering. Ziegler will review the Official Statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

2. Information - In connection with the engagement of Ziegler hereunder and the Borrower's preparation of the Official Statement, the Borrower will furnish Ziegler with any information (the "Information") concerning the Borrower and the Projects which Ziegler reasonably deems appropriate and will provide Ziegler with access to the Borrower's officers, directors, accountants, counsel and other advisors. The Borrower represents and warrants to Ziegler that the Information and the Official Statement will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances under which such statements are made. The Borrower acknowledges and agrees that Ziegler will be using and relying upon such Information supplied by the Borrower and its officers, directors, agents and other representatives and any other publicly available information concerning the Borrower and the public without any independent investigation or verification thereof or independent appraisal by Ziegler of the Borrower or its business or assets.
3. Underwriting Fees - As shall be specified in the Bond Purchase Agreement, Ziegler's fee for this Offering will be equal to one and three-quarters percent (1.75%) of the par amount of Bonds offered. Ziegler's fees will be due and payable upon the closing of the Bonds, in the form of underwriter's discount or such other method of payment as the parties may agree in the Bond Purchase Agreement. Underwriting compensation will be contingent on the closing of the transaction. Contingent financing fees such as this can create a potential conflict of interest for Ziegler to recommend a transaction.

Ziegler will coordinate all aspects of Bond delivery.

4. Indemnification - In connection with Ziegler's engagement (which engagement may have commenced prior to the date hereof), the Borrower agrees to indemnify and hold harmless Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of each of their respective successors and assigns, to the fullest extent permitted by law, on a current basis as incurred, from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of such engagement or Ziegler's role in connection therewith, and will reimburse Ziegler and any other party entitled to be indemnified hereunder for all expenses (including counsel fees) as they are incurred by Ziegler or any such other indemnified party in connection with investigating, preparing or defending any such action or claim whether or not in





Page 12 of 12

connection with pending or threatened litigation in which Ziegler is a party. The Borrower will not, however, be responsible for any claims, liabilities, losses, damages or expenses which are finally judicially determined to have resulted directly and primarily from Ziegler's bad faith, willful misconduct or negligence.

If the indemnification provided for in the foregoing paragraph is judicially determined to be unavailable (other than in accordance with the terms hereof) to any person otherwise entitled to indemnity in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such person hereunder, the Borrower shall contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Borrower, on the one hand, and Ziegler, on the other hand, of the engagement provided for in this agreement or (ii) if the allocation provided for in clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of each of the Borrower and Ziegler, as well as any other relevant equitable considerations; provided, however, in no event shall Ziegler's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Ziegler under this agreement. For the purposes of this agreement, the relative benefits to the Borrower and to Ziegler of the engagement under this agreement shall be deemed to be in the same proportion as (a) the total proceeds received or contemplated to be received by the Borrower in the Offering, whether or not such Offering is consummated, to (b) the fees paid or to be paid to Ziegler under this agreement.

The Borrower also agrees that neither Ziegler, nor any of its affiliates nor any officer, director, employee or agent of Ziegler or any of its affiliates, nor any person controlling Ziegler or any of its affiliates, shall have any liability to the Borrower for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Borrower which are finally judicially determined to have resulted directly and primarily from Ziegler's bad faith or gross negligence. Furthermore, the Borrower shall not be entitled to any form of implied or equitable indemnification at any time whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by the Borrower. The foregoing agreement shall be in addition to any rights that Ziegler, the Borrower or any indemnified party may have at common law or otherwise, including, but not limited to, any right to contribution. For the sole purpose of enforcing and otherwise giving effect to the provisions of this agreement, the Borrower hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to this agreement is brought against Ziegler or any other indemnified party.

5. Disbursements – The Borrower shall be responsible for the payment of costs related to the issuance of the Bonds including, but not limited to, title insurance, bond printing, auditor's and other consultant's fees, preliminary and final official statement printing, bond counsel fees, underwriter's counsel fees, Borrower's counsel fees, credit facility provider's fees (if applicable), and trustee's fees. Underwriter's counsel fees are contingent upon the bonds closing. The Borrower shall reimburse Ziegler for its out-of-pocket fees and reasonable expenses incurred during the term of its engagement hereunder, including, but not limited to, the reasonable fees and expenses of its legal counsel and those of any due diligence or file review service or other advisor retained by Ziegler in connection with its engagement hereunder. Ziegler assumes responsibility for expenses incurred in connection with Municipal Securities Rulemaking Board (MSRB) fees and all expenses of communication between the underwriters (syndication expenses).
6. Conditions to Engagement - This letter is not a commitment to underwrite the Bonds, but is intended to be a statement of mutual intention to complete the transaction outlined herein, it being recognized that many material details of the financing can only be determined at the time definitive documents



have been drafted and mutually agreed upon. It is understood that the carrying out of this proposal shall be subject to the following conditions being satisfactory to Ziegler at the time a bond purchase agreement is signed and the Bonds are offered for sale to the public: (1) compliance with all federal and state laws and regulations, (2) the financial and operational position of the Borrower, (3) the absence of claims and litigation not covered by insurance, (4) an adequate legal (non-usurious) interest rate being applicable to the Bonds, (5) general political, economic and market conditions being such that Ziegler in its judgment will be able to sell the Bonds in the then current market, (6) due diligence investigation of the affairs of the Borrower and of the proposed collateral not revealing circumstances which, in the judgment of Ziegler, would present material risks not reasonably contemplated by or disclosed to Ziegler on the date hereof, (7) approval of the Issuer (if applicable), and (8) delivery of an approving opinion of nationally recognized bond counsel in respect of tax-exempt bonds.

7. Term - The term of Ziegler's engagement hereunder as lead underwriter for the Bonds shall extend from the date hereof through the earlier of (i) twenty-four months from the date hereof, and (ii) the closing on the sale of the Bonds. Subject to the provisions of paragraphs 3 through 5 and 7 through 11, which shall survive any termination of this agreement, the Borrower or Ziegler may terminate Ziegler's engagement hereunder at any time for due diligence or any other reason by giving the other parties hereto at least 10 days' prior written notice.
8. Miscellaneous -
  - (a) Subject to applicable law, no advice rendered by Ziegler in connection with the services performed by Ziegler pursuant to this letter agreement will be quoted, nor will any such advice or the name of Ziegler be referred to, in any report, document, release or other communication, whether written (including, without limitation, the Official Statements) or oral, prepared, issued or transmitted by the Borrower or any person or corporation controlling, controlled by or under common control with the Borrower or any director, officer, employee, agent or representative of any of the foregoing, to any unaffiliated third party, without Ziegler's prior written authorization.
  - (b) The Borrower represents and warrants to Ziegler that there are no brokers, representatives or other persons which have an interest in compensation due to Ziegler from any transaction contemplated herein.
  - (c) The benefits of this agreement shall inure to the benefit of the respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this agreement by the parties hereto shall be binding upon their respective successors and assigns. The Borrower acknowledges that Ziegler has been retained solely to provide the services set forth in this letter agreement. In rendering such service, Ziegler is acting as an independent contractor and any duties of Ziegler arising out of its engagement hereunder shall be owed solely to the Borrower.
9. Amendments and Governing Law - This agreement may not be amended, modified or assigned except in writing and with the written consent of all parties hereto, and shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.
10. Enforceability - The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provisions in this agreement, which shall remain in full force and effect.



11. Counterparts - This agreement may be executed in counterparts, together which shall constitute one and the same instrument.

**[Remainder of Page Intentionally Left Blank. Signature Page Follows.]**



If this letter agreement is substantially in accordance with your understanding, please approve and return. Upon receipt, we will promptly approve and return an executed copy to you.

B.C. ZIEGLER AND COMPANY

By:   
\_\_\_\_\_  
John Solarczyk  
Managing Director

The undersigned hereby agrees to the above terms as of August \_\_, 2018.

American Indian Model Schools

By: \_\_\_\_\_  
Maya Woods-Cadiz  
Superintendent

ACCEPTED AND APPROVED:

B.C. Ziegler and Company  
Chicago, Illinois

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_





# JOHN SOLARCZYK



John Solarczyk joined Ziegler in 2015 as a managing director and oversees California and the Southwest for the charter school banking team. He brings more than 20 years of banking experience to Ziegler, having previously served as a public finance banker and underwriter in California.

John spent most of his career as a banker at De La Rosa & Co., having started with the company in 1993, and served as an underwriter for its very active trading desk from 2011-2014. After De La Rosa's acquisition by Stifel in 2014, He served as co-head of the organization's Los Angeles-based Charter School Finance Group.

John holds Series 7, 24, 53 and 63 licenses from FINRA. He graduated cum laude from the University of California, Los Angeles with a bachelor's degree in Business Economics.

**JOHN A. SOLARCZYK**  
Managing Director  
Charter School Finance

[jsolarczyk@ziegler.com](mailto:jsolarczyk@ziegler.com)

2338 Port Aberdeen Place  
Newport Beach, California 92660

P: 312 705 7249  
F: 414 978 6575

[www.Ziegler.com](http://www.Ziegler.com)





## ZIEGLER INVESTMENT BANKING



David Shin joined the religion and education team at Ziegler in 2013. He is responsible for helping charter schools, K-12, and governmental entities issue tax-exempt and/or taxable bonds. David manages various parts of the process to ensure that information is presented well to investors and the financing is completed successfully. He has provided analytical support for a wide range of financings, including educational facilities revenue bonds, refunding bonds, lease bonds, water bonds, sewer bonds, community facilities district bonds, redevelopment agency bonds, private placements, bank placements, and more.

David graduated summa cum laude from the University of Colorado at Boulder in 2012 with a degree in mathematics and economics. His honor's thesis explored the relationship between the credit markets and monetary policy.

**DAVID SHIN**  
Senior Associate  
Charter School Finance

[dshin@ziegler.com](mailto:dshin@ziegler.com)

8310 South Valley Highway  
Suite 300, Office 3142  
Englewood, Colorado 80112

P: 312 705 7292  
F: 303 794 0146

[www.Ziegler.com](http://www.Ziegler.com)



## OVERVIEW | ZIEGLER CHARTER SCHOOL FINANCE

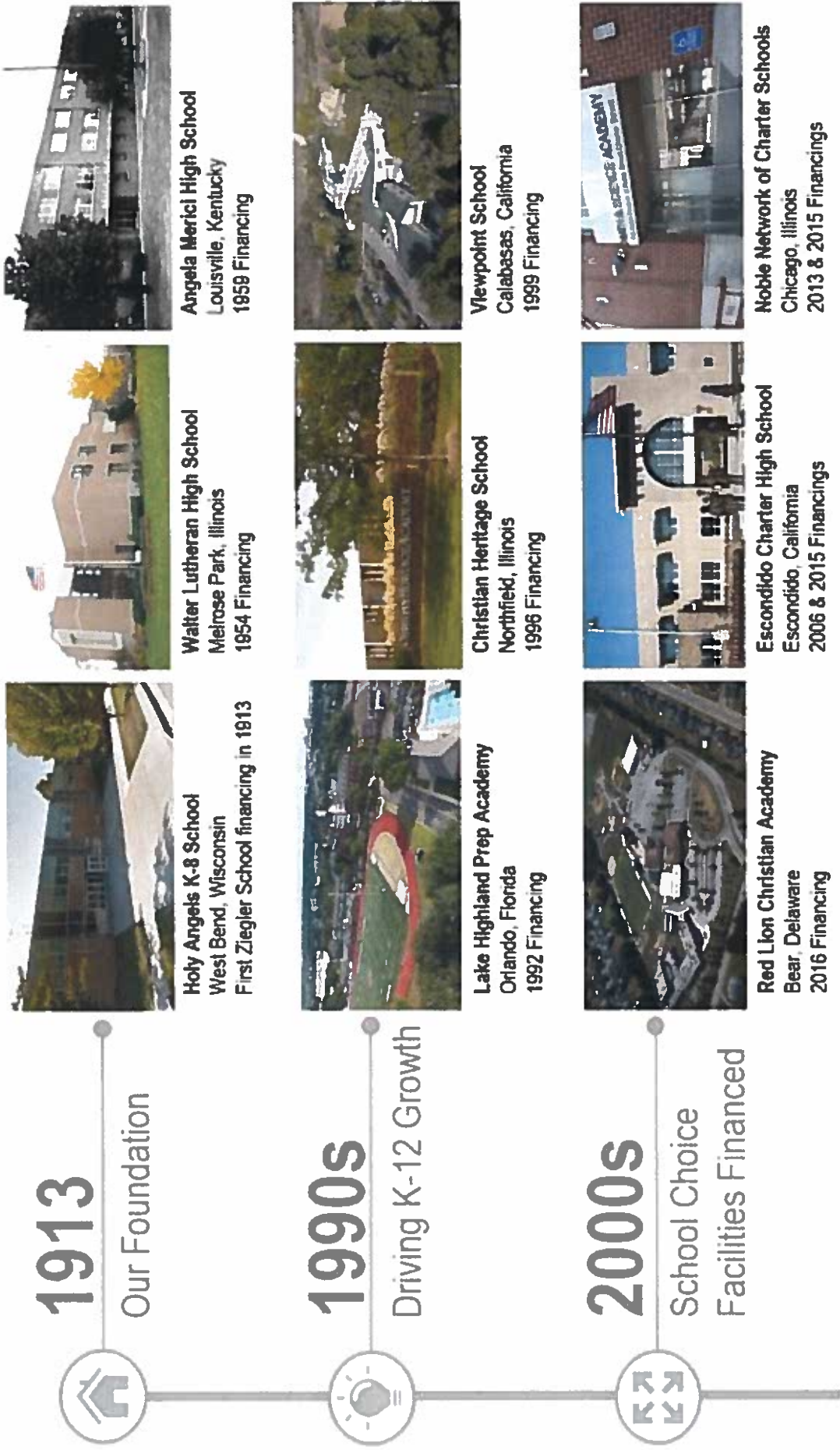
**WITH OVER 100 YEARS OF RAISING CAPITAL FOR COMMUNITIES, Ziegler is a recognized leader in the educational sector throughout the U.S. As one of the few financial services firms in the country that has a dedicated team of charter school finance professionals, Ziegler can offer unbiased advice to help advance your mission.**

- **Ziegler is the financier of choice for community-based not-for-profit organizations**
  - Financing institutions that are cornerstones of their communities is what we've done for 115 years. In 2017 we financed over **\$3.3 billion** for institutions providing for the health, wealth and well being of their communities including healthcare, senior housing and charter/K-12 educational facilities
- **Ziegler is independent**
  - Ziegler is an independent, employee-owned investment bank that is not tied to a commercial bank. Our sole focus is on your financing. We do not ask our clients to change any existing banking relationships.
  - We do NOT serve public school districts and thus are not conflicted in this area
- **Experience & Relationships Matter**
  - Within the combined education/senior living/healthcare investment sector, Ziegler underwrites more "high-yield" (i.e. BBB, BB and non-rated), tax-exempt bonds than any other underwriter<sup>1</sup>. High Yield funds are the primary investors of charter school debt
- **Ziegler will underwrite bonds when needed to ensure full funding of your project**
  - Since 2010 Ziegler has used its own capital to underwrite over \$1 billion in bonds for 501(c)(3) organizations when buyers were not available on the pricing date.

<sup>1</sup>All rankings and amounts through Thomson Reuters Financial Securities Data. Based on full credit given to senior manager of lead-managed underwriting principal volume for education, senior living, and healthcare transactions completed nationally.



# ZIEGLER SCHOOL FINANCE THROUGH THE YEARS

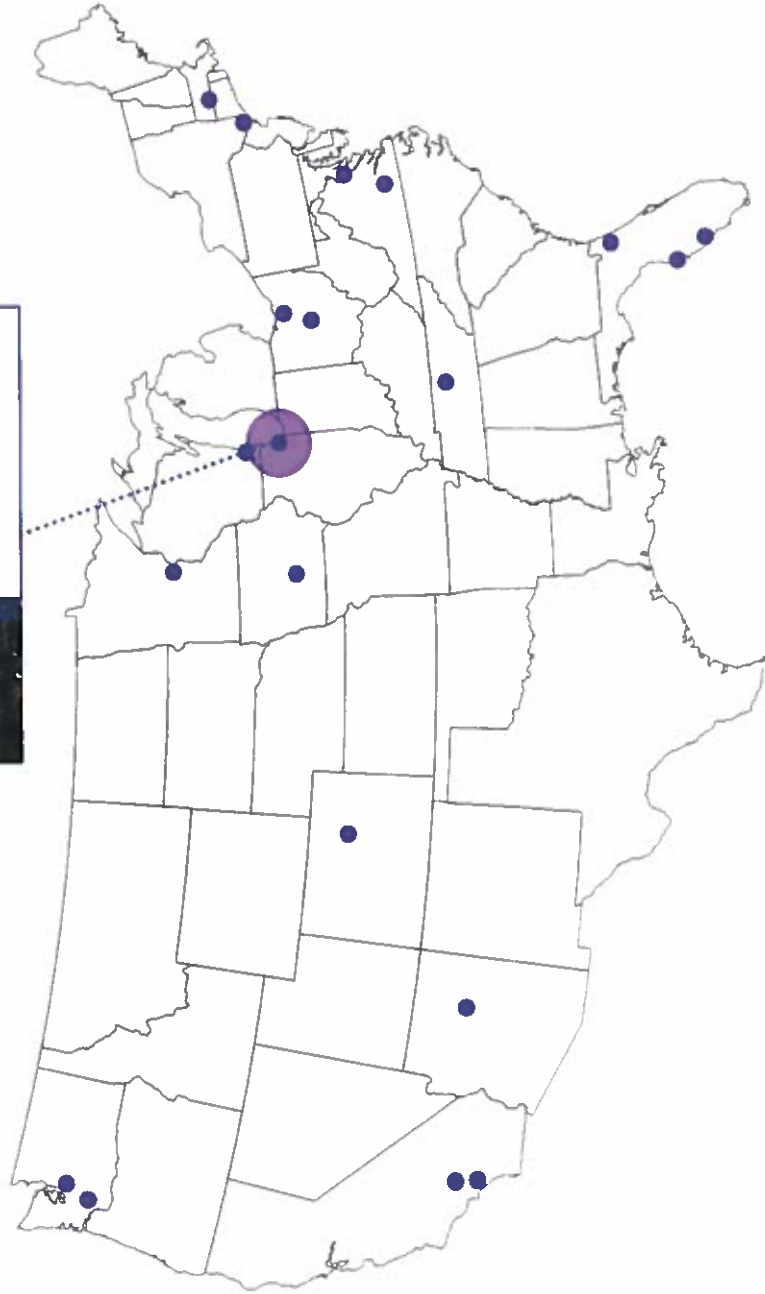






## OVERVIEW | FINANCING AMERICAN INFRASTRUCTURE SINCE 1913

**HEADQUARTERED in Chicago with regional and branch offices throughout the U.S., Ziegler provides its clients with capital raising, strategic advisory services, fixed income sales & trading and research.**



# 74

2017 Bond financings for  
501(c)(3) /Municipal  
organizations

# \$3,361,395,000

2017 Par Value

### Our Mission

**Advancing health, wealth & well-being through tailored financial solutions**

Source: Number of financings and par amount through Thomson Reuters Financial Securities Data



# THE ZIEGLER ADVANTAGE

**FOCUSING ON THE SECTORS our communities and individuals rely on, sets Ziegler apart.**

## PROVEN PERFORMANCE

Since 1902, Ziegler has been delivering creative financial solutions to our clients nationwide. We strive to provide value through our extensive experience and knowledge in our specialty sectors.

## EXPERIENCED PROFESSIONALS

Our professionals have completed a wide range of transaction structures, helped businesses and individual investors meet their investment goals and provided full-service account coverage to our institutional clients.

## INSIGHT

Our work has resulted in the development of long-standing relationships with our clients. Our experience has been developed from the industry for the industry. These relationships and experience allow us to provide our clients with quality, insight and opportunities.

## RELATIONSHIPS

We value relationships. At Ziegler, our primary goal is to build and maintain a strong and trusted relationship with each client based on the delivery of our services beyond the financing itself.

## FLEXIBILITY

Each client is different. The approach must be dynamic to the situation and its unique circumstances. For every engagement, our approach is tailored to meet each client's needs.

## BREADTH OF SERVICES

Ziegler offers a broad spectrum of financial services. Our breadth enables us to evaluate, identify and execute the strategic financial plan that is right for each of our clients.





# LONG-STANDING RELATIONSHIPS | Major Investors of Charter School Bonds

Ziegler has long and deep relationships with investors who purchase the vast majority of charter school bonds. The firms listed below are a sampling of "active" buyers of Ziegler underwritings.



LORD ABBETT





# WHAT ARE OUR CLIENTS SAYING ABOUT ZIEGLER?

**Discovery Charter Preparatory School**  
 Sylmar, CA

**\$6,850,000**  
 School Facility Revenue Bonds  
 Series 2016A&B

*"We were glad to work with Ziegler and RPM, and ultimately we hope that the short redemption right will prove very valuable to us as we look to grow our enrollment back to 350 students in the near future."*

**Sheryl Schubert**  
 Chief Financial Officer

**Explore Academy**  
 Albuquerque, NM

**\$9,590,000**  
 Educational Facility Revenue Bonds  
 Series 2018A&B

*"The Ziegler team was very dedicated to our needs. I was impressed by Ziegler's ability to negotiate strongly with investors and provide the best possible terms."*

**Justin Baiardo**  
 Founder and Principal

**Odyssey Preparatory Academy**  
 Buckeye, AZ

**\$45,565,000**  
 Education Facility Revenue and Refunding Bonds  
 Series 2017

*"I was so impressed with Ziegler's diligence and professionalism. We knew we had some challenges to address, and Ziegler worked hard to present our case to the financial markets. I am happy to be Ziegler's client and look forward to working with them in the future."*

**Megan Olson**  
 Founder









ACD is the national leader in turn-key charter school facility development and financing. We help schools mitigate risk by providing all facility and financing needs in one place. Our mission is to provide permanent facilities that meets the schools' needs on day one.

**Facility Financing**

ACD provides its services, with no upfront cost, to meet the financial obligations required to deliver a fully-functional, customized charter facility to our school partners. Once completed, the facility is leased back to the school, and strategic buyout options are implemented to enable eventual ownership in that facility.

**Land Acquisition**

ACD has developed and established a streamlined approach to assist schools with land and building acquisition. The efficiency of the ACD approach involves intimately involving the school in all aspects of the process and utilizing our vast experience and sophisticated demographic tools to assist the school in making appropriate decisions. In addition to the initial site selection services, once a property has been selected, ACD places the site through a rigorous underwriting process to further ensure the property can be utilized for our clients' specific needs.

**Construction**

The design-build construction process is one of risk identification and mitigation, which occurs throughout the entire project. This process allows the contractor and design professionals to work side-by-side, with a budget in mind, to implement the most cost effective approach while allowing the project to move forward at an expedited pace. ACD employs this process in order to control costs and schedule. ACD utilizes local experts who are seasoned in navigating local jurisdictional issues.

**Bridge Financing**

Due to the unique nature of tax exempt bond financing and the need for a complete project to be presented prior to the bonds being issued, short term financing is often required. ACD has extensive experience assisting and providing schools with short term financing enabling the school the time to secure the more favorable long term bond financing while undergoing the construction and development process.

66 Schools  
Nationwide

2.8M Square Feet  
Built

27K Students  
Served

405M Invested

Decades of  
Experience

**American Charter Development**  
Phone: 801.489.9535 Fax: 801.489.8493  
[www.amercd.com](http://www.amercd.com) [info@amercd.com](mailto:info@amercd.com)







**LETTER OF COMMITMENT AND MEMORANDUM OF UNDERSTANDING**

**This is a legal and binding contract. Before signing, read the entire document, including the general printed provisions and attachments. If you have any questions before signing, consult your attorney and/or accountant.**

THIS LETTER OF COMMITMENT AND MEMORANDUM OF UNDERSTANDING ("Agreement") is agreed to as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between American Charter Development, LLC, an Arizona limited liability company, whose address is 775 West 1200 North Springville, Utah 84663 (together with its successor or assigns, "ACD"), and American Indian Model Schools (AIMS), a \_\_\_\_\_ non-profit corporation.

**Letter of Commitment and Memorandum of Understanding**

ACD offers to American Indian Model Schools the following services and options:

Assist in site search and acquisition, due diligence, design completion, permitting, development, construction, to include support with the regulatory authorities and approvals on a mutually agreeable site by both parties to be provided by ACD, or Assigns, at a site located at a mutually agreeable site by both parties (the "Property"). AIMS hereby gives its approval to ACD of the Property and other services described herein.

By signing this Agreement, AIMS is executing an exclusive agreement for ACD to provide the AIMS facilities between AIMS and ACD, under the following general conditions:

- A. ACD to use commercially reasonable efforts to identify, perform due diligence for the purchase of the Property and to construct and/or renovate AIMS facilities (the "Facilities"), based on a reasonable mutually agreed upon time frame. The Property and the Facilities to be constructed are sometimes collectively referred herein as the "Project";
- B. ACD shall use commercially reasonable efforts, based on best professional judgment, to establish a Project budget, however, the Project budget cannot be finalized and mutually agreed upon until after the Project has been fully designed and permitted by appropriate jurisdictions. Once the Project has been fully designed and all permits necessary to move forward with the construction of the Project have been achieved, ACD and AIMS will provide a Mutually Agreed Upon Project Budget (the "Mutually Agreed Upon Project Budget"). ACD will work within the constraints of this budget to assist AIMS in the acquisition, design, construction/renovation of the Property and to provide the Facilities pursuant to the mutually agreed upon scope of work, subject to the budget, and timeframes. Notwithstanding anything herein, AIMS agrees that there are certain Project costs that are unknown. As such, ACD may recommend to adjust the Mutually Agreed Upon Project Budget should circumstances require. However, no Project or Budget adjustment can be done without a signed agreement between ACD and AIMS. Notwithstanding, AIMS recognizes and agrees that (i) ACD must complete the Project subject to governmental, or otherwise jurisdictional, reviews, comments,

Initials:  
Charter School: \_\_\_\_\_  
ACD: \_\_\_\_\_





requirements, and approvals, (ii) there may be concealed conditions not known by either party that may require additional work not contemplated in the scope of work, or (iii) there are unknown risks that might arise given the nature of the contemplated Project (i.e. ground up construction) (each such condition being an "Exigent Condition"). Should any Exigent Condition arise that might cause an increase in the Project budget, ACD shall notify AIMS of the modification and cost implications as soon as practicable under the applicable circumstances. ACD and AIMS shall first promptly (within the time constraints given at time of notice) work to reduce the scope of work so as to not increase the Mutually Agreed Upon Project Budget. If ACD and AIMS agree that the scope of work cannot be reduced, approval of any required modification are automatically given for the Exigent Condition, with or without written consent of AIMS. ACD agrees to inform AIMS of Project costs and potential cost overruns. AIMS agrees to work with ACD in its attempt to obtain any and all approvals for the financing and Facilities. Additionally, AIMS agrees to supply all requested information using all commercial best efforts if AIMS is in possession of requested information;

- C. ACD and AIMS recognize and agree that the Project must be completed subject to, but not limited to, governmental, or otherwise jurisdictional, reviews, comments, requirements, and approvals, which must be accomplished prior to establishing the Mutually Agreed Upon Project Budget described herein. Prior to the Mutually Agreed Upon Project Budget, AIMS may request that ACD finance, or otherwise fund the upfront Project costs until such time that AIMS has received a full forward commitment for financing on the Project, which would reimburse ACD for costs expended on the Project. In addition, AIMS hereby agrees to guaranty full repayment to ACD for any and all expenses ACD has in fulfillment of this Agreement. ACD agrees to account for and maintain a running total of the Initial Budget and agrees to supply said documentation to AIMS upon request.
- D. ACD shall implement a design build construction method to complete the project utilizing Morcor as the design-builder, who will work with AIMS, local engineers and contractors and will bid the project competitively to the trades.
- E. NIA acknowledges and agrees that ACD charges the following for its development services based on Total Development Costs for all phases (if applicable): expended resources for the accomplishment and oversight of site search and due diligence, entitlement work, design and engineering, development and construction, and Project management for a total developer fee of four percent (4%). Fees are based on Total Development Costs. Total Development Costs are defined as any all costs expended to fulfill the development and construction of the Project.
- F. In the event that (1) AIMS fails to execute a mutually agreeable Development Agreement based on the terms outlined herein, or fulfill its other obligations hereunder, or (2) AIMS elects not to move forward with the Project based upon its findings during any due diligence, AIMS, without waiving any of the other rights of ACD, hereby agrees to reimburse ACD within 30 calendar days for all mutually agreed reasonable costs expended to fulfill the terms of this Agreement and due diligence, including but not limited to: all salaries, developer fees, wages or contract amounts paid by ACD to employees, subcontractors, or contractors or any





other cost or expense expended by ACD to fulfill ACD's obligations under the terms of this Letter of Commitment;

- G. ACD will use commercially reasonable efforts to complete the construction of the Project and obtain a Certificate of Occupancy ("CO") within a mutually agreeable timeframe. Notwithstanding the foregoing, AIMS agrees to take occupancy and possession of the Property upon the CO being granted.
- H. AIMS hereby affirms its ability to enter into this Agreement with ACD, and agrees that it has full authority to enter into said Agreement.

**Confidentiality**

As permitted by law, AIMS and its representatives agree to keep confidential, and not use or disclose to any person or entity the information contained herein and any other information which may be acquired during the relationship with ACD contemplated herein, unless and until ACD, in its sole discretion, in writing, consents to disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault or action of the AIMS, or its representatives. This undertaking to keep information confidential will survive the termination of the AIMS's relationship with ACD. Upon ACD's demand either during the terms of the relationship between AIMS and ACD contemplated herein, or anytime thereafter, AIMS, or its representatives, agree to return to ACD all information obtained or created during the term of AIMS's relationship with ACD and all copies of such information made by AIMS, or its representatives, including but not limited to, sets of as built plans, warranty information for systems and appliances installed in the facility and any other documents or drawings pertaining to maintenance and operation of the facility. Notwithstanding anything herein, the parties acknowledge that any public record is not protected under this confidentiality agreement.

AIMS acknowledges and agree that any breach of the provisions concerning the confidential information will result in irreparable harm to ACD and that ACD has the right to enforce this Commitment Letter and any of its provisions by injunction, specific performance and/or other equitable relief without prejudice to any other rights and remedies that ACD may have.

- 1. AIMS agrees that this Letter of Commitment and Memorandum of Understanding shall be governed by, construed, and enforced in accordance with the laws of the State of California.
- 2. The terms of this Letter of Commitment and Memorandum of Understanding may not be waived, modified, or in any way changed by implication, correspondence, or otherwise unless the waiver, modification, or change is made in the form of an amendment to this Letter of Commitment and Memorandum of Understanding in writing and agreed by both parties.
- 3. No indebtedness of any kind incurred or created by AIMS shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Initials:  
Charter School: \_\_\_\_\_  
ACD: \_\_\_\_\_







Please indicate your acceptance of the terms of this Letter of Commitment and Memorandum of understanding by signing in the space provided and returning the original to ACD.

This Letter of Commitment and Memorandum of Understanding shall become an exhibit to the Development Agreement upon mutual agreement of both parties, and shall be incorporated therein. The terms of the Development Agreement shall control in the event of any conflict between the terms of this Agreement and the Development Agreement, but any non-conflicting term outlined herein shall be incorporated in to the Development Agreement upon mutual agreement of both parties.

Sincerely,

American Charter Development

By: \_\_\_\_\_  
Its: Manager Date

The foregoing Commitment Letter is accepted and the undersigned agrees to comply with its terms and conditions.

BY SIGNING BELOW, IT IS MY INTENTION TO BE BOUND BY THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT AMERICAN CHARTER DEVELOPMENT LLC. IS RELYING ON MY REPRESENTATIONS AND I UNDERSTAND AND INTEND TO BE BOUND TO ENTER A DEVELOPMENT AGREEMENT UPON THE PERFORMANCE OF AMERICAN CHARTER DEVELOPMENT, LLC.

American Indian Model Schools

By: \_\_\_\_\_ Its: \_\_\_\_\_  
Superintendent Date

Initials:  
Charter School: \_\_\_\_\_  
ACD: \_\_\_\_\_



# Coversheet

## Discussion and Approval Regarding Techbridge Girls and School Partner Letter of Agreement

**Section:** II. Agenda Items  
**Item:** I. Discussion and Approval Regarding Techbridge Girls and School  
Partner Letter of Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 4. TBG and AIMS Partner Agreement FY19.pdf



**Techbridge Girls and School Partner Letter of Agreement**  
**American Indian Model Schools**  
**2018-2019**

Working in partnership with schools, Techbridge Girls excites, educates and equips girls from Title I schools by delivering high quality STEM programming that empowers a girl to achieve economic mobility and better life chances. We offer engaging after-school programs for girls in science, technology and engineering that encourage hands-on learning, career exploration through role models and field trips to worksites, and confidence-building. Trainings and resources are offered by Techbridge Girls to teachers, families and role models to help build a strong network of support for inspiring girls in science, technology and engineering careers.

**Goals for our partnership include:**

- Increased access to high quality, evidence-informed, STEM activities and holistic support;
- Improve confidence and skills so girls realize their dreams and pursue whatever educational/career paths they choose;
- Prepare girls to declare a clear intention to pursue rigorous STEM courses in high school;
- Inform girls on ways to pursue & achieve success and economic stability through STEM; and
- Build capacity of teacher instruction on how to deliver high quality STEM enrichment programming.

Techbridge Girls (TBG) and American Indian Model Schools (AIMS) are jointly committed to ensuring the success of the Techbridge Girls program, in the elementary, middle and high school campuses and in achieving the stated goals for each program model.

**For the Inspire Elementary School program, over the course of the 12 weeks, TECHBRIDGE GIRLS will:**

- Provide Techbridge Girls curricula developed and tested with girls
- Provide materials and supplies for science, technology and engineering activities
- Offer professional development for participating teachers through an initial training, two coaching sessions, and two virtual meetings to provide additional support and build community with other Inspire instructors
- Provide training and support for role models to visit the program throughout the 12 weeks.
- Share resources for families through:
  - Take-home guides and newsletters
  - Information about additional STEM programs and local opportunities for families to participate outside of school
- Share evaluation data and analysis – including pre/post surveys and focus groups with students, parents, and teachers
- Support school with resources and strategies for recruitment and retention of girls
- Ensure high fidelity of program through site visits by Inspire Program Manager
- Communicate regularly through the duration of the program, with principals

**For the Inspire Elementary School program, over the course of the 12 weeks, the SCHOOL PARTNER will:**

- Actively engage school and community to support the Techbridge Girls program by:
  - Recruiting and retaining at least 20 girls through marketing of program school-wide to teachers and families; students must commit to 12 weeks and attend for a 90 minute program on a weekly basis
  - Promoting program as needed with community partners, funders or media
  - Communicating with Techbridge Girls staff in a timely manner
  - Provide teacher with financial compensation.



- Pay \$5,000 directly to Techbridge Girls to support programmatic costs including, but not limited to, costs related to program materials, training and coaching services. *Please note, the total cost to run an Inspire program is \$20,000 per site.*
- Provide classroom space for hosting the after-school program
- Recruit a strong teacher with STEM experience to:
  - teach program weekly for 12 weeks
  - attend new teacher training and promptly schedule coaching visits with Techbridge Girls Program Manager
  - attend two virtual meetings
  - promptly return materials to Techbridge Girls at the end of the 12 week program
- Support evaluation of Techbridge Girls students, families, and teachers
- Provide student data regarding academic performance of Techbridge Girls such as grades, test scores and attendance, for the purposes of documenting student progress
- Participate in evaluation conversations and provide feedback to Techbridge Girls for program improvements
- Maintain a minimum of 10 girls in the program

**For the ChangeMakers Middle School program, over the course of the year, TECHBRIDGE GIRLS will:**

- Provide research-based, weekly after-school program with proven results that promotes girls' engagement in science, technology, and engineering.
- Facilitate the program with a qualified and trained program staff:
  - A Techbridge Girls Program Manager to coordinate and co-teach the program.
  - Oversight and support from Techbridge Girls Executive Director, including at least two program observations and debriefs during the year.
- Offer professional development for participating teacher through 2 teacher meetings a year and an initial training for new teachers.
- Provide Techbridge Girls curricula developed and tested with girls.
- Provide materials and supplies for science, technology and engineering activities, including access to a class set of laptops for use during the after-school programs.
- Provide training and support for role models to visit the program throughout the year.
- Coordinate up to two field trips to STEM companies and/or universities.
- Coordinate events and share resources for families including:
  - Family engagement opportunities
  - Resources and newsletters sent home
  - Information about additional STEM programs and local opportunities for families to participate outside of school
- Share evaluation data and analysis – including pre/post surveys and focus groups with students, parents, and teacher.
- Support school with resources and strategies for recruitment and retention of girls.
- Ensure high fidelity of program through site visits by California Executive Director.
- Communicate regularly through the school year with principals including conversations at beginning of year, mid-year, and end of year, as well as regular programmatic updates.
- Maintain a minimum of 10 girls in the program

**For the ChangeMakers Middle School program, over the course of the year, SCHOOL PARTNER will:**

- Actively engage school and community to support Techbridge Girls program by:
  - Recruiting and retaining girls (25 max) through marketing of program school-wide to teachers and families; students must commit yearlong and attend on a weekly basis
  - Encouraging family participation at Techbridge Girls events
  - Ensuring school leadership presence at Techbridge Girls showcase events.



- Promoting program as needed with community partners, funders or media.
- Communicating with Techbridge Girls staff in a timely manner.
- Identify one classroom teacher to help plan and co-teach the program (teacher is vetted by Techbridge Girls staff through observation and interview); provide teacher with financial compensation.
- Pay \$5,000 directly to Techbridge Girls to support programmatic costs including, but not limited to, costs related to program materials, Techbridge Girls Program Manager salary and transportation, and field trips. *Please note, the total cost to run a ChangeMaker program is \$70,000 per site.*
- Provide classroom space for hosting the after-school program.
- Recruit a strong teacher with informal STEM experience to:
  - co-teach program weekly throughout year (2 hours of program time/week plus 30 minutes of debrief with Techbridge Girls Program Manager, and 1 hour for planning/preparation each week)
  - attend new teacher training (if needed) and two teacher trainings during the school year
- Provide a substitute for teacher during at least two field trips a year (school will assume responsibility to pay for substitute costs).
- Support evaluation of Techbridge Girls students, families, and teachers, as well as a comparison group of students (30 non-Techbridge Girls girls).
- Provide student data regarding academic performance of Techbridge Girls' girls and non-Techbridge Girls' girls, such as grades, test scores and attendance, for the purposes of documenting student progress (to be coordinated with Techbridge Girls California Executive Director).
- Participate in evaluation conversations and provide feedback to Techbridge Girls for program improvements.

**For the Achievers High School program, over the course of the year, TECHBRIDGE GIRLS will:**

- Provide research-based, weekly after-school program with proven results that promotes girls' engagement in science, technology, and engineering
- Facilitate the program with a qualified and trained program staff:
  - A Techbridge Girls Program Manager to coordinate and co-teach the program
  - Oversight and support from Techbridge Girls Executive Director, including at least two program observations and debriefs during the year
- Offer professional development for participating teacher through annual teacher meetings and an initial training for new teachers
- Provide Techbridge Girls curricula developed and tested with girls
- Provide materials and supplies for science, technology and engineering activities, including access to a class set of laptops for use during the after-school programs
- Provide training and support for role models to visit the program throughout the year.
- Coordinate up to two field trips to STEM companies and/or universities
- Coordinate events and share resources for families including:
  - Family engagement opportunities
  - Resources and newsletters sent home
  - Information about additional STEM programs and local opportunities for families to participate outside of school
- Share evaluation data and analysis – including pre/post surveys and focus groups with students, parents, and teacher
- Support school with resources and strategies for recruitment and retention of girls
- Ensure high fidelity of program through site visits by California Executive Director
- Communicate regularly through the school year with principals including conversations at beginning of year, mid-year, and end of year, as well as regular programmatic updates.
- Maintain a minimum of 10 girls in the program



**For the Achievers High School program, over the course of the year, SCHOOL PARTNER will:**

- Actively engage school and community to support Techbridge Girls program by:
  - Recruiting and retaining girls (25 max) through marketing of program school-wide to teachers and families; students must commit yearlong and attend on a weekly basis
  - Encouraging family participation at Techbridge Girls events
  - Ensuring school leadership presence at Techbridge Girls showcase events
  - Promoting program as needed with community partners, funders or media
  - Communicating with Techbridge Girls staff in a timely manner
- Identify one classroom teacher to help plan and co-teach the program (teacher is vetted by Techbridge Girls staff through observation and interview); provide teacher with financial compensation.
- Pay \$5,000 directly to Techbridge Girls to support programmatic costs including, but not limited to, costs related to program materials, Techbridge Girls Program Manager salary and transportation, and field trips. *Please note, the total cost to run an Achievers program is estimated at \$80,000 per site*
- Provide classroom space for hosting the after-school program
- Recruit a strong teacher with informal STEM experience to:
  - co-teach program weekly throughout year (2 hours of program time/week plus 30 minutes of debrief with Techbridge Girls Program Manager, and 1 hour for planning/preparation each week)
  - attend new teacher training (if needed) and two teacher trainings during the school year
- Provide a substitute for teacher during at least two fields trips a year (school will assume responsibility to pay for substitute costs).
- Support evaluation of Techbridge Girls students, families, and teachers, as well as a comparison group of students (30 non-Techbridge Girls).
- Provide student data regarding academic performance of Techbridge Girls and non-Techbridge Girls, such as grades, test scores and attendance, for the purposes of documenting student progress (to be coordinated with Techbridge Girls California Executive Director).
- Participate in evaluation conversations and provide feedback to Techbridge Girls for program improvements.

By signing this document, both parties agree to commit to supporting the program with the above deliverables.

\_\_\_\_\_  
School Superintendent Name

\_\_\_\_\_  
Name of School System

\_\_\_\_\_  
School Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Techbridge Girls CEO

\_\_\_\_\_  
Date

*Billing information: Techbridge Girls will submit an invoice in the amount of \$15,000 upon completion of dual-signed contract. School Partner may pay the invoice in full or submit 3 payments of \$5,000 each: September 1, 2018, January 1, 2019 and May 1, 2019. Payment in full must be completed by 5/1/19. Please submit payments to the attention of Accounts Payable at the address below.*



# Coversheet

## Discussion Regarding Vans Purchase

<b>Section:</b>	II. Agenda Items
<b>Item:</b>	J. Discussion Regarding Vans Purchase
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	J. Van Purchase.pdf

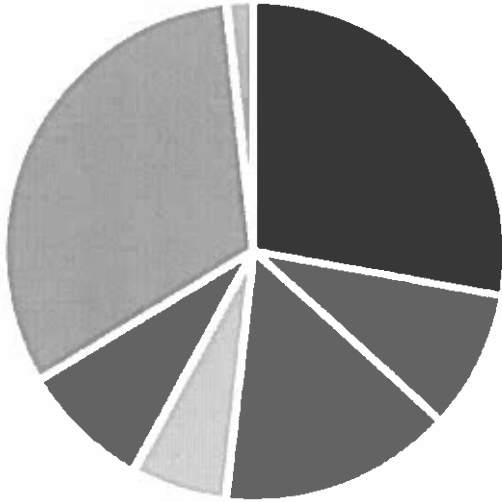
# Ownership Costs: 5 Year Breakdown

94607

Update

Results for  
Oakland, CA

150 Low Roof w/130" WB, 60/40 Passenger Side Door Cargo Van  
(3.7L V6 FFV 6-speed Automatic)



True Cost To Own\*

**\$53,445**

\*Based on a 5-year estimate with 15,000 miles driven per year.

Total Cash Price

**\$30,918**

Roll over chart to view prices.

## 5 Year Details

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Yr Total
Depreciation	\$7,970	\$2,054	\$1,806	\$1,602	\$1,437	\$14,869
Taxes & Fees	\$2,593	\$201	\$188	\$176	\$166	\$3,324
Financing	\$1,650	\$1,326	\$982	\$614	\$222	\$4,794
Fuel	\$3,217	\$3,314	\$3,413	\$3,516	\$3,621	\$17,081
Insurance	\$1,490	\$1,542	\$1,596	\$1,652	\$1,710	\$7,990
Maintenance	\$293	\$795	\$389	\$1,174	\$1,819	\$4,470
Repairs	\$0	\$0	\$134	\$318	\$465	\$917
Tax Credit	\$0					\$0
<b>True Cost to Own<sup>®</sup></b>	<b>\$17,213</b>	<b>\$9,232</b>	<b>\$8,508</b>	<b>\$9,052</b>	<b>\$9,440</b>	<b>\$53,445</b>

# Coversheet

## Discussion Regarding the Proposal for Gate

**Section:** II. Agenda Items  
**Item:** K. Discussion Regarding the Proposal for Gate  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 6. Proposal for Gate - EST0092.pdf  
6. Proposal for Gate - EST0219 (1).pdf  
6. Proposal for Gate - R&S.pdf



## Estimate EST0092

NAME Marisol Magana  
 ADDRESS 171 12th Street , Oakland, CA, 94607  
 PHONE (510) 220-9985  
 EMAIL marisol.magana@aimschools.org  
 DATE August 29, 2018

### Bay Area Automatic Gates & Fences

By A-1 Gates & Access Inc  
 142 N Milpitas Blvd #154 Milpitas ca 95035  
 (754) 332-9159  
 bayareagates.leo@gmail.com

DESCRIPTION	UNIT PRICE	QTY	TOTAL
<i>Provide and install custom security door and frame-                      9' ft. wide x 10' ft. high.                      door 3' ft. wide x 7' ft. high.                      Iron galvanized metal, powder coat (by customer choice).</i>	\$9,241.71	1	\$9,241.71
<i>Provide and install custom chain link 12' ft. wide x 7.5' ft.                      high.</i>	\$3,621.21	1	\$3,621.21
<b>SUBTOTAL</b>			<b>\$12,862.92</b>
<b>TOTAL</b>			<b>\$12,862.92</b>

Installation time 2-3 days.  
 Gate and fences to be done 3-6 weeks.  
 Warranty 4 years 1 year on labor.

By check-  
 Make checks payable to: A-1 Gates And Access Inc.  
 Other-  
 10% or maximum 1000\$ down payment.

When we start the job 35%

# A-1 gates & access Inc

142 N Milpitas Blvd #154  
 Milpitas ca 95035  
 P: 408-310-9741  
 tom112215@gmail.com

## Bill To

Marisol  
 171 12th Street , Oakland, CA, 94607  
 Marisol.magana@aimschools.org

## Estimate EST0219

Date 05/21/2018

DESCRIPTION	QTY	RATE	AMOUNT
Pedestrian fire door with a panic bar 5 ft by 6 foot Include installation 5 years warranty	2	\$2,692.00	\$5,384.00
Pedestrian gate 5 ft by 9-foot + 8 ft fence Include installation 5 years warranty		\$3,491.00	\$3,491.00
33 feet by 6 foot powder coating and galvanized iron fence Include installation 5 years warranty	33	\$103.00	\$3,399.00
29 feet by 6 foot Powder Coating in galvanized iron fence Include installation 5 years warranty	29	\$103.00	\$2,987.00
Pedestrian door 3.5 feet by 6 foot Include installation 5 years warranty		\$1,929.00	\$1,929.00
<b>Total</b>			<b>\$17,190.00</b>



**R & S OVERHEAD GARAGE DOOR, INC.**  
 1140 Montague Avenue.  
 San Leandro, California 94577  
 Commercial (510) 483-9767 Residential (510) 483-9700  
 Fax (510) 483-2058 Cont. Lic. No. 321078  
 Web Site: www.rsdoors.com

**OFFER**

Customer Info	Job Info
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**American Indian Public Schools**

171 12th St.  
 Oakland , CA 94604

Attn: **Marisol Magna**

**171 12th Street**

Re: New Gate & Operator Estimate.  
 171 12th Street  
 Oakland, CA 94604

Date	Offer No	Submitted By	Reference
9/25/2018	139916	Noel Del Real (Gates)	Pedestrian Gate

Description	Amounts
<p><b>Re; Pedestrian Gate at Stairwell</b></p> <p>R&amp;S Overhead Garage Door Inc. proposes to perform the following work:</p> <p>Furnish and Install:</p> <ul style="list-style-type: none"> <li>(1) Full-transom Pedestrian gate</li> <li>(1) Set of heavy-duty bearing hinges</li> <li>(1) Lever lockset, keyed outside, free exit</li> <li>(1) Hydraulic closer</li> <li>(1) Lock guard</li> <li>(1) Side panel to match the existing</li> <li>(1) Access gate suitable for padlock</li> </ul>	\$8,970.00
<p><b>Re; Top of Wall</b></p> <p>R&amp;S Overhead Garage Door Inc... proposes to perform the following work:</p> <p>Remove and dispose of the existing chain link section</p> <p>Furnish and install</p> <ul style="list-style-type: none"> <li>(1) Arched fence panel section with support post anchored to top of wall</li> <li>3/4" arched pickets stamped to a point</li> </ul>	\$5,900.00

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
9/25/2018	50% Deposit, 50% Completion	90 Days	12/24/2018	\$14,870.00

Terms & Conditions
<p>Note: Bid does not include charges from previous service calls.</p> <p>Limited warranty of 90 days on labor, one year on new parts and material installed limited to manufacture defect.</p> <p>Warranty calls will be made during normal working hours of 8:00 a.m. to 4:30 p.m. Monday-Friday, excluding holidays.</p> <p>Note: Offer does not include any permits or permit fees. Permits to be obtained by others</p>
Signature

ACCEPTED BY \_\_\_\_\_ PRINT NAME \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S SAN LEANDRO THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.

2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R & S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.

3) If permits are required, customer shall obtain them at Customer's own expense.

4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.

5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, ("Collateral"), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.

6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.

7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.

8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.

9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and

one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&S's obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.

10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than \$1,500, nor less than \$100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.

11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customer's failure to give written notice relieves R&S of all responsibility and liability to customer.

12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.

13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.

14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.

15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.

16) A failure by Customer to make payment when due is a material breach of this agreement.

# Coversheet

## Discussion Regarding Finance Handbook Policy

<b>Section:</b>	II. Agenda Items
<b>Item:</b>	L. Discussion Regarding Finance Handbook Policy
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	Finance_policy_draft.pdf Procedure_Manual_DRAFT.pdf



## **100 INTERNAL CONTROL POLICIES**

### **101 Introduction**

Internal control policies provide American Indian Model Schools (AIMS) with the foundation to properly safeguard their assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information. Additionally, as publicly supported entity, American Indian Model Schools has additional responsibilities to ensure the public's confidence and the integrity of the Schools' activities.

### **102 COMPLIANCE WITH LAWS**

American Indian Model Schools (AIMS) will follow all the relevant laws and regulations that govern the Charter Schools. Additionally, any Federal Government laws and regulations that relate to grant funding will be adopted as the grant funding is received. The following are specific policies of the American Indian Model Schools:

#### **A. Political Contributions**

No funds or assets of American Indian Model Schools (AIMS) may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of American Indian Model Schools for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. American Indian Model Schools also cannot be involved with any committee or other organization that raises funds for political purposes.

Following are examples of prohibited activities

1. Contributions by an employee that are reimbursed through expense accounts or in other ways.
2. Purchase by the organization of tickets for political fundraising events.
3. Contributions in kind, such as lending employees to political parties or using AIMS assets in political campaigns.

## B. Record Keeping

To provide an accurate and auditable record of all financial transactions, the Schools' books, records, and accounts are maintained in conformity with generally accepted accounting principles as applicable to Charter Schools.

Further, the Schools specifically require that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of American Indian Model Schools.
2. Receipts and disbursements must be fully and accurately described in the books and records.
3. No false entries may be made on the books or records nor any false or misleading reports issued.
4. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

## **200 ORGANIZATIONAL CONFLICT of INTEREST or SELF-DEALING (Related Parties)**

### 201 Organizational Conflict Of Interest Or Self-Dealing (Related Parties)

American Indian Model Schools feel that it is important for AIMS board members and key employees to understand the conflict of interest laws and rules that apply to the schools, to identify and avoid conflicts of interest. American Indian Model Schools board and key employees shall receive annual conflict of interest training. Such training shall be provided at the time the board receives the mandatory Ralph M. Brown Act training required by the schools' charters and shall be provided by the school's legal counsel or another qualified provider. The conflicts of interest training shall cover specific topics including procedures for hiring, contractual arrangements, purchasing, bidding and expenditure approvals that help to prevent conflicts of interest.

AIMS will not be operated for the benefit of an affiliated or unaffiliated organization or an individual in his or her own private capacity or individuals related to AIMS or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

- A. Sale or exchange, or leasing, of property between the agencies and an affiliated or unaffiliated organization or a private or related individual.
- B. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.

C. Furnishing of goods, services or facilities between the agencies and an affiliated or unaffiliated organization or a private or related individual.

D. Payment of compensation, unless authorized by the Board of Trustees or its governing body, by the Schools to an affiliated or unaffiliated organization or a private or related individual.

E. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Schools.

Thus, American Indian Model Schools will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s).

Related party transactions shall include transactions between a school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children, spouses of children, grandchildren, siblings, father in law, mother in law, sister in law and brother in law of a board member or school employee.

## **202 Board Of Trustees Authorities**

The Board of Trustees shall have the sole authority to approve and will incorporate into its own minutes such matters as (i) change of the Schools' name, with Authorizer pre-approval (ii) adoption of the annual operating and capital budgets, (iii) selection or termination of key employees (iv) key employees salary and salary changes, (v) incurrence of debt, mortgages or other encumbrances and their covenants and restrictions, within the terms of the charter (vi) investment policies, (vii) depository and investment banks, (viii) purchase or sale of property (ix) opening up or closing checking or savings accounts, and (x) selection of the Charter Schools' certified public accountants and (xi) other activities associated with the operations of the Charter Schools.

The Board of Trustees will meet at least three (3) times per (Adoption, Interims and Closing) year to ensure that its fiduciary duty is maintained. The Board will review the following: prior meeting minutes, business items, educational items, and subcommittee reports.

### 203 Signature Authorities

To properly segregate duties within the Charter Schools, the Board of Trustees, Superintendent and Chief Financial Officer are the only individuals with signatory authority and are responsible for authorizing all cash transactions. All checks require two signatures and Individual checks greater than \$8,000 will require Board Approval and signature prior to check issuance.

### 204 Government Access to Records

The **Director of Operations** or contracted business back office services provider will provide access to the organization's records to CFO or his designee and provide supporting records, as requested, in a timely manner.

### 205 Security of Financial Data

A. The system's accounting data must be backed up daily by the business back office services provider to ensure the recoverability of financial information in case of hardware failure. The backup will be stored in a fire safe area and properly secured.

C. All other financial data, unused checks and unclaimed checks will be secured by the Chief Financial Officer or the business back office services provider from unauthorized access.

### 206 Security of School Documents

Originals of the following corporate documents are maintained, and their presence is verified on a periodic basis:

- A. Charters and all related amendments
- B. Minutes of the Board of Trustees and subcommittees
- C. Banking agreements
- D. Leases E. Insurance policies
- F. Vendor invoices
- G. Grant and contract agreements
- H. Fixed Asset inventory list

## 207 Use of School Assets

- A. No employee may use any of the Schools property, equipment, material or supplies for personal use without the prior approval of the Director of Operations or Superintendent.
- B. Personal Property intended for school-use must be pre-approved prior to use on campus. Without pre-approval, personal items for school use will not be covered by AIMS liability coverage.

## 208 Use of School Credit Cards

1. PURPOSE: The Board of Trustees of American Indian Model Schools recognizes the efficiency and convenience afforded the day-to-day operation of AIMS charter school, for payments and recordkeeping for certain expenses, through the use of school credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by American Indian Charter Schools must clearly be linked to the business of AIMS schools. This policy addresses and establishes the proper use and assignment of school credit cards. The Board has agreed on the fundamental principles of this policy and has delegated responsibility for the implementation and monitoring of the policy to the Chief Financial Officer (CFO).

### 2. DEFINITIONS:

2.01 Cardholder/User: The person for which the school credit card has been issued.

2.02 School credit card: The physical card and number associated with the card issued to the cardholder.

2.03 Administrator: The accounts payable staff member assigned to perform the online accounting process, follow up as required and file completed statement reconciliations.

### 3. SCHOOL CREDIT CARD USERS:

3.01 The following positions are authorized credit Cardholders/Users: The Superintendent Of Schools, Chief Financial Officer, Director of Sports Programs and the Head of Divisions of each AIMS charter school. No other employee may use an AIMS school credit card without express written approval by the Superintendent.

3.02 A list of those individuals issued a school credit card will be maintained by the CFO and the back-office services provider and reported to the Board of Directors annually.

3.03 A Cardholder/User employee who is no longer employed by AIMS charter schools shall return his or her AIMS school credit card upon termination or resignation to the CFO or CFO's designee.

3.04 Credit cards will be disabled immediately upon the termination or resignation or misuse of a Cardholder/User employee by the card administrator. Accounting for credit cards and settlement of credit card billings shall be part of employee separation checklists.

#### 4. USER RESPONSIBILITIES:

4.01 Credit Cardholders/Users must take proper care of their school credit card(s) and take all reasonable precautions against damage, loss or theft by adherence to the following provisions:

4.01.1 All Cardholders/Users must keep secure and confidential all school credit card numbers and information.

4.01.2 Cardholders/Users shall not store sensitive school credit card data, including full account number, type, expiration and track data, in any method on computers or networks.

4.01.3 Cardholders/Users shall not transmit in an insecure manner, such as by email, unsecured fax or via mail, school credit card information.

4.01.4 Cardholders/Users shall restrict access to credit card data and processing to the Administrator or other authorized individuals.

4.01.5 Cardholders/Users shall maintain card information in a secure environment accessed only by the issued Cardholder/User.

4.02 Except for the Superintendent, Cardholders/Users shall not be allowed to authorize payment of their own travel expenses. Travel expenses for any Cardholder/ User other than the Superintendent must be pre-approved by the Superintendent and the CFO.

4.03 Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their school credit card, without which the Cardholder/User is responsible for the purchase.

4.04 Cardholders/Users shall submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, travel and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the school credit card has been used.

4.05 Failure to take proper care of school credit card(s) or failure to report damage, loss or theft may subject to the Cardholder/User to financial liability and discipline.

5. USAGE: School credit cards may only be used for legitimate AIMS charter school's business expenses and in accordance with American Indian Model Schools policies, as defined below.

5.01 Credit cards shall only be used for transactions for which payment of check disbursement is not accepted or is not practicable, such as if the transaction would cause undue hardship to AIMS schools or the Cardholder/User.

5.02 School credit card usage is limited to the following types of expenses. Any deviations from this usage policy must have prior written approval from the Superintendent or CFO. The Superintendent may also approve expenses.

5.02.1 Business services, including catering or advertising.

5.02.2 Business supplies, including office supplies, educational supplies, operation and maintenance supplies.

5.02.3 Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.

5.02.4 Payments to educational and charitable organizations, including schools, colleges, vocational schools and membership organizations.

5.03 **EXCLUSIONS: School credit cards shall not be used for cash advances, ATM, money orders, gift cards, alcohol, jewelry or clothing, medical expenses, or payment of fines or penalties unless prior written approval is received from the CFO. In no event shall a school credit card be used for a Cardholder/User's personal expenses.**

5.04 This policy and the schools' use of the school credit cards shall not circumvent AIMS purchasing policies and procedures. A school credit card shall be used as a method of payment only after all required purchasing forms have been completed, including but not limited to check request, purchase orders, travel vouchers and purchase requisitions.

5.05 School credit card transactions are hereby authorized using the following methods:

5.05.1 Card present (Point-of-sale) transactions: The Cardholder/User shall present the school credit card for purchase of goods and services. The Cardholder/User shall obtain a receipt for all purchases and credits, note the transaction with a purchase order number and check request number as required, and attach those approved documents for submission to the Administrator.

5.05.2 Via telephone or mail order: The Cardholder/User shall provide the vendor or merchant the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid prior to providing school credit card data. The Cardholder/User shall note and record confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.

5.05.3 Via internet: The Cardholder/User shall provide the vendor or merchant with the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid, and the website is secure prior to providing pertinent school credit card data. The Cardholder/User shall obtain a screen printout of the receipt, confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.

5.06 Purchases shall not exceed the card limits per billing cycle set for school credit card use, or the overall financial credit limit of American Indian Model Schools. The CFO shall monitor and may recommend changes to these limits. The Superintendent limit may be changed only by the Board of Directors. The list of limits by class of Cardholder/User will be maintained by the CFO and reviewed annually to ensure adherence to procurement policy thresholds.

5.07 Any benefits of the school credit card such as membership awards programs are only to be used for the benefit of American Indian Model Schools and shall not be redeemed for personal use.

5.08 Purchases that are unauthorized, illegal, representative of a conflict of interest, are personal in nature or otherwise violate the intent of this policy may result in credit card revocation and discipline of the Cardholder/User.

#### 6. DOCUMENTATION:

6.01 The Administrator shall ensure AIMS maintains detailed documentation that all expenses charged to school credit cards are supported by: a credit card slip; a detailed invoice or receipt, and any other supporting detailed documentation, from the Cardholder/User as evidence of the validity of expenses; and a check request and any other necessary detailed documentation as outlined by AIMS schools' purchasing policies and procedures.

6.02 The Administrator is responsible for accounting for all purchases within five (5) working days of receiving a credit card statement.

6.03 The Accounts Payable Clerk shall ensure that all school credit card statements are reconciled prior to AIMS payment and recording of expenses in the general ledger.

6.04 The Finance department will retain detailed receipts and documentation for no less than five (5) years following the purchase date.

7. PAYMENTS: School credit card statements will be paid in their entirety monthly or otherwise in accordance with the cardholder agreement with issuing financial institution.

To assist employees in the conduct American Indian Model Schools business and recording of business-related transactions, AIMS has established a Credit Card Program. Your signature below acknowledges



you have read and agree to comply with the provisions of the credit card program and its future modifications.

You (Cardholder/Employee) are being entrusted with a company credit card. The credit card is being provided to assist you in paying for those materials and supplies necessary for the performance of your job. This Card may be cancelled at any time at the sole discretion of the American Indian Model Schools. Each card has an account number to allow the tracking of transactions.

The following highlights key provisions of the program.

1. **CARD RESTRICTED TO BUSINESS USED ONLY.** The credit card issued to you must be used for the purchase of those materials and supplies necessary for the performance of your job. Materials and supplies may include but are not limited to classroom and instructional supplies, pre-approved travel, field trips, etc. You must sign the back of the card upon receipt. Use of the card is limited to you and you are prohibited from authorizing its use to any other individual for any purpose. The card shall not be used for personal purchases.
2. **COMPLETION OF MONTHLY PURCHASE REPORTS.** Once a month you will receive a statement listing all purchases charged to the "Account". Within 5 working days of receipt of the statement you will need to (a) verify the amount of the charges with the original receipt and attach the receipt. (b) write the appropriate expenditure account number and brief description on statement. (c) If there is any discrepancy related to a charge you will initiate follow-up with AIMS Katema Ballentine, Chief Business Official at (510)893-8701 ext. 17, (d) sign the statement; and forward to your Approving Manager or Supervisor.
3. **FAILURE TO FOLLOW THE REQUIREMENTS.** Inappropriate use of the card includes but is not limited to: Use of the Card without authorization. Misuse of the Card in any way. Providing false or misleading information; and loss or theft of the Card due to employee gross negligence. In accordance with AIMS policies and procedures, failure by an employee to follow program requirements may result in disciplinary actions, up to and including employment termination.
4. **LOSS OR STOLEN CARD.** If your Card is loss or stolen, or if you think your Account was used without your permission, you should notify ELAN VISA (Name and contact information) immediately. Additionally, you must notify the AIMS Business Department at (510)893-8701 ext. 17.
5. **SURRENDER CARD UPON TERMINATION OF EMPLOYMENT.** Upon termination of employment, you must immediately surrender the assigned card to your immediate supervisor.
6. **ACKNOWLEDGMENT.** I acknowledge receipt of the Card and was provided an opportunity to ask questions of a knowledgeable designate regarding the appropriate use of this card. I confirm that I have read and understand the above requirements and agree to comply with the procedures.

**By signing below, I acknowledge I have read and understand the items discussed above.**

**Cardholder:** \_\_\_\_\_

**Department/Location:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Account (Card) Number:** \_\_\_\_\_

**Card Expiration:** \_\_\_\_\_

## C. FINANCIAL MANAGEMENT POLICIES

### **300 BASIS OF ACCOUNTING**

American Indian Charter will maintain their accounting records and related financial reports on the accrual basis of accounting.

#### 302 Accounting Policies

The accounting policies and financial reporting adopted are consistent with the non-profit requirements of the Financial Accounting Standards Board (FASB), FASB is the recognized standard setting body for establishing non-profit accounting and financial reporting principles.

#### 303 Basis of Presentation

The accounts of the American Indian Model Schools are organized on a basis of the charter school required elements of the Standardized Account Code Structure or SACS. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures. The Charter Schools use the following fund:

General Fund - This fund of American Indian Model Schools is used to account for all financial resources associated with the operation of the schools. In addition, all activities relating to Student Activities should be separately identified and recorded within this fund.

#### 304 Revenues

Under the accrual basis of accounting, revenues recognized when earned.

#### 305 Expenditures

Under the accrual basis of accounting, expenses are recognized when services are incurred or goods are received.

### 306 Incurred Costs

For the purpose of invoicing funding sources for allowable costs under cost reimbursement contracts, the term "costs incurred" is defined as follows:

A. Costs related to items or services incurred directly for the contract and received at the time of the request for reimbursement and is not specifically disallowed by the funding source.

### 307 Cash Management

A. The School maintains cash accounts at the following banks:

1. Operating – EASTWEST Bank
2. Investment - EASTWEST Bank/Community Bank

B. A schedule of aged accounts and grants receivable is prepared monthly by CSMC and reviewed by the Chief Financial Officer for collection. Appropriate collection procedures are initiated, if necessary.

### 308 Grants Receivable Aging Criteria

Accounts receivables outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

### 309 Grant/Contract Invoicing

A. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.

B. The invoicing format is that specified by the funding source.

### 310 Budgets

A. American Indian Model Schools prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projections are reviewed and approved by the Board of Trustees, prior to June 30 each year and modified, as necessary.

B. Financial statements displaying budget vs. actual results are prepared by the back-office services provider and reviewed by the Chief Financial Officer and presented to the Board of Trustees at each regularly scheduled board meeting.

### 311 Insurance and Bonding

A. The Schools maintain minimum levels of coverage, as deemed appropriate by the Superintendent, for the follow policies:

1. General liability
2. Business & personal property (including auto/bus)
3. Computer equipment
4. Workers' compensation
5. Personal injury liability

D. The Schools require proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the Superintendent.

### 312 Record Retention and Disposal

A. Records are maintained for the following indicated minimum periods:

1. Books, records, documents and other supporting evidence including paid, cancelled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for seven years after the original entry date.

B. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.

### 312 Record Retention and Disposal - continued

E. All financial records are maintained in chronological order, organized by fiscal year.

F. In connection with the disposal of any records, a memorandum of record disposal is prepared by the **Director of Operations** listing the record or the class of records disposed of. The Board of Trustees certifies this memorandum of records disposal.

### 313 Financial Reporting

The back-office services provider maintains supporting records in sufficient detail to prepare the Schools' financial reports, including:

A. Annually:

1. Financial statements for audit
2. Annual budget

B. Monthly:

1. Trial balance
2. Internally generated budget vs. actual financial statements
3. Billing invoices to funding sources
4. Updating the cash flow projection

C. Periodically:

1. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
2. Other reports upon request

### 314 Audit

The Board of Trustees arranges annually for a qualified certified public accounting firm to conduct an audit of the Celerity Charter Schools' financial statements in accordance with Government Auditing Standards and the Governmental Accounting Standards Board.

The audit reports will be submitted to the granting agency, (starting 2002) California Department of Education, (starting 2003) County Superintendent of Schools, and State Controller's Office by December 15 of each year. (Education Code 47605(m))

### 315 Full Board as Audit/Finance Committee

The full Board of Trustees acts as an audit/finance subcommittee. Staff will review and present an analysis of independent auditor proposals to the Board and make a recommendation for selection of independent auditor. and the Board will select the independent auditor and review the scope and results of the audit. The Board also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The Board of Trustees will also review all financial information of the American Indian Model Schools.

## **400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY**

### 401 ASSETS

#### 402 Bank Accounts

A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Trustees of American Indian Model Schools at the indicated Federal Deposit Insurance Corporation (FDIC)-insured banks:

EASTWEST BANK COMMUNITY BANK

#### 403 Petty Cash Checks Payments

A. Account has been closed.

#### 404 LIABILITIES AND FUND EQUITY

##### 405 Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving report or other approved documentation are recorded as accounts payable.

##### 406 Accounts Payable Payment Policy

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

##### 407 Accrued Liabilities

Salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as a liability when entitlement to payment occurs.

##### 408 Liability For Compensated Absences

A. Compensated absences arise from employees' absences from employment due to vacation leave. When the Celerity Schools expect to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:

1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
2. The employee's right to receive the compensation for the future absences is vested or accumulates.
3. It is probable that the compensation will be paid.
4. The amount of compensation is reasonably estimable.

B. Compensated absences not required to be paid upon employee termination is only recorded when paid.

##### 409 Debt

A. When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the Enterprise Fund.

B. Loan agreements approved by the Board of Trustees should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.

#### 410 Intra-Company Transactions

An interfund transaction occurs when a fund has a financial transaction with another fund within American Indian Model Schools.

When cash is received for each school, cash will be transferred to the operating account. The transfer of cash will create interfund transactions between the respective school and AIMS. When an expense is paid, an interfund transaction will be created between the respective school and XXXXX. As transactions are recorded in the accounting software, interfund transfers will be automatically recorded. Interfund transactions shall net to zero across all funds as a balancing mechanism.

Interfund transactions that constitute reimbursement of a fund for expenditures or expenses initially made from it that are properly applicable to another fund are recorded as:

Expenditures or expenses of the reimbursing fund, and Reductions of the expenditure or expense originally charged in the fund that is reimbursed. A transaction would be reported as a reimbursement when: An accounting error has been made (e.g., an expenditure was charged to an incorrect fund) When a single fund, usually the general fund, pays an invoice or payroll for other funds (i.e., as a convenience), and then charges back the expenditure/expense to the appropriate individual fund where the cost should be reported. The caption "reimbursements" never should appear as an account caption on an operating statement.

Interfund transactions will be presented on the financial statements as Interfund receivables or Interfund payables based on the net account balance.

#### 500 REVENUE

##### 501 Revenue Recognition

The American Indian Model Schools record revenue on the accrual basis of accounting, consistent with generally accepted accounting principles applicable to special purpose governmental units.



## **600 FACILITIES**

### **601 Disposal of Property and Equipment**

A. No item of property or equipment shall be removed from the premises without prior approval from the Director of Operations.

B. American Indian Model Schools have adopted standard disposition procedures for AIMS' staff to follow, which include an Asset Disposal Form, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.

C. When property is retired, the appropriate asset in the fixed asset subsidiary will be adjusted and properly reflected in the Enterprise Fund.

## **700 PROCUREMENT POLICIES**

701 American Indian Model Schools adhere to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
2. Make all purchases in the best interests of AIMS and their funding sources.
3. Obtain quality supplies/services needed for delivery at the time and place required.
4. Buy from responsible sources of supply.
5. Obtain maximum value for all expenditures.
6. Deal fairly and impartially with all vendors.
7. Maintain dependable sources of supply.
8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in American Indian Model Schools' supplier relationships.

A. American Indian Model Schools will execute a Purchase Order for all purchases except when it is in the best interest of the company to obtain maximum value for its expenditures. When staff receives a lower price from companies that do not accept purchase orders, the decision will be made to utilize either a check or a credit card to make the purchase. Purchases shall be approved by the Superintendent for amounts less than \$50,000 per school and by the Board of Trustees if greater than \$50,001 per school.

B. All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the Superintendent. The agreement will identify all the terms and conditions of the lease.

## **Procurement Procedure**

### **Accounts Payable**

Accounts payable is a critical portion of your financial records and can be subject to fraud without careful reconciliation and oversight. Strong accounts payable audit procedures can ensure the accuracy and timeliness of your bill payments. The best accounts payable audit procedures allow a mixture of daily checks, routine internal controls and external audit procedures.

### **Laymans Terms**

In households, accounts payable are ordinarily bills from the electric company, telephone company, cable television or satellite dish service, newspaper subscription, and other such regular services. Householders usually track and pay on a monthly basis by hand using cheques, credit cards or internet banking. In a business, there is usually a much broader range of services in the AP file, and accountants or bookkeepers usually use accounting software, such as Office-Wise to track the flow of money into this liability account when they receive invoices and out of it when they make payments.

Commonly, a supplier will ship a product, issue an invoice, and collect payment later, which describes a cash conversion cycle, a period of time during which the supplier has already paid for raw materials but hasn't been paid in return by the final customer.

When the invoice is received by the purchaser, it is matched to the packing slip and purchase order, and if all is in order, the invoice is paid. This is referred to as the three-way match. Invoice processing automation software handles the matching process differently depending upon the business rules put in place during the creation of the workflow process. The simplest case is the two-way matching between the invoice itself and the purchase order. -Wikipedia

### **Routine Procedures**

Accounts payable should be balanced daily to reconcile payments to recorded entries. Any discrepancy between the total amount paid and the total recorded should be examined and reconciled immediately. Management oversight of every individual involved in accounts payable should be stringent and should include routine monitoring of activities.

Sign-off procedures that help establish an audit trail should be enacted. These sign-offs include management review of goods and service requests, regular reconciliations, monthly discrepancy reports and individual sign-offs for large transactions to ensure that all information is correct.

### **Internal Controls**

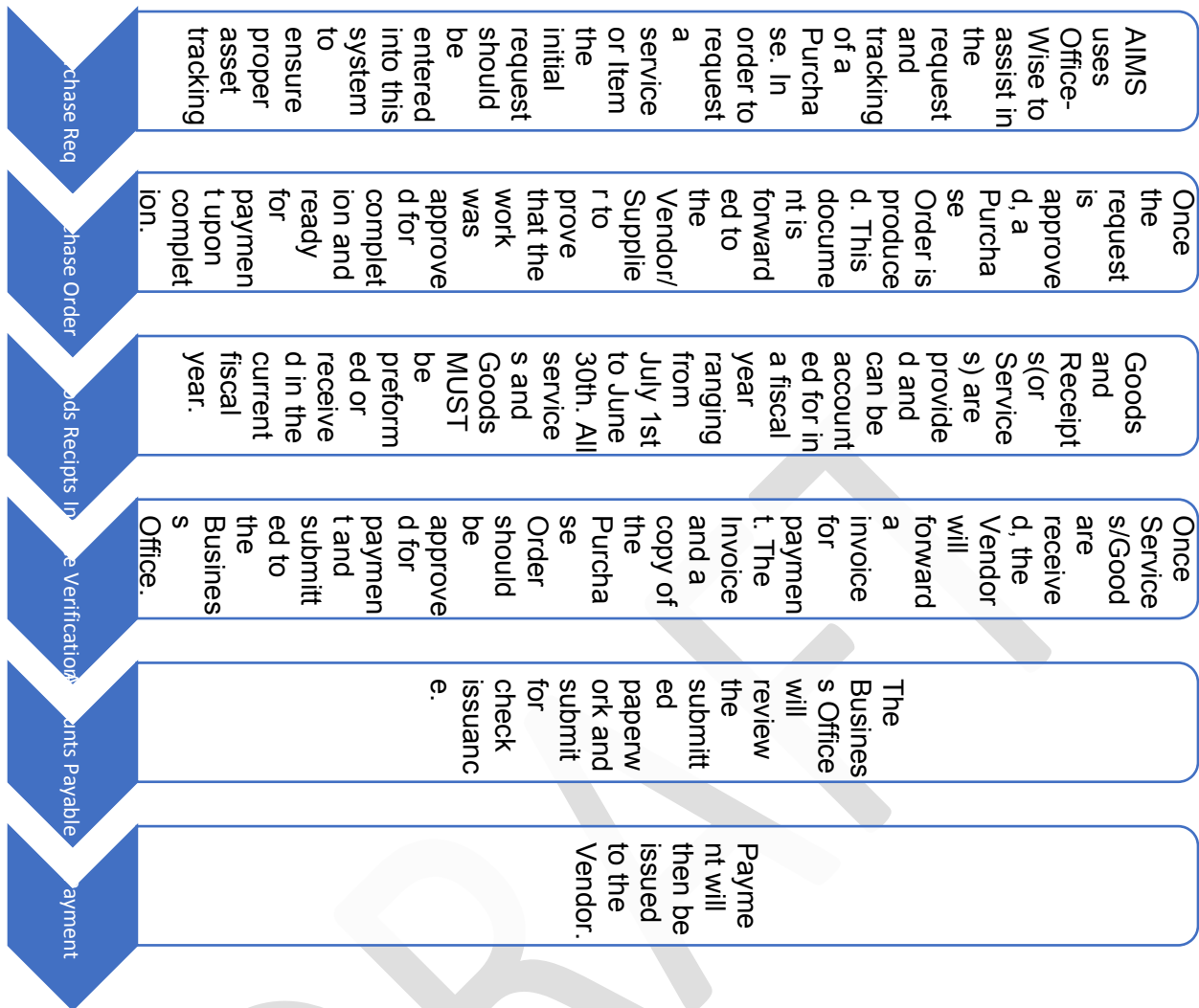
Internal controls for accounts payable include signature requirements according to payment amounts. AIMS requires two signatures for all checks submitted for payment as well as Board Approval and signature for all checks over the \$8000 threshold.

During book closing procedures at the end of a month or financial period, AIMS requires sign-off for all account payable work including summary totals and account reconciliations. Additionally, Officewise provides a running report that monitors payment levels from accounts payable processing

In order to ensure fiscal vitality American Indian Models Schools has established routine control procedures for accounts payable, outlined in the following pages.

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DRAFT



**What Do I do?**

- **Request approval for the service or product:** In order to ensure proper accountability for the use of public funds all requests MUST go through the OfficeWise Purchase Requisition System. A purchase order must accompany all remittances issued by American Indian Model Schools. Emails and verbal permissions cannot be audited.
- **Submit Purchase Order to Vendor/Supplier:** Vendors and Suppliers require an audit trail as well. Purchase Orders are approved agreements that permit the service or goods to be received by AIMS.
- **Receive Goods and/or Services:** State and Federal requirements define that the funds we receive in a certain fiscal year must be utilized for services and goods received in that fiscal year.

Please keep in mind, that State General Purpose funds can not be used on “cross-year” services or goods

- **Collect Invoice from Vendor:** The invoice or “bill” is list of the goods or services provided with a sum due. This document is the auditable trail that records of the products received. The bill is required to issue a payment.
- **Submit Invoice and P.O Copy/Number to Business Services:** The complete package will ensure timely payment to vendors

OFFICEWISE: How to Create a Requisition/Purchase Order

## Purchase orders

### Overview

Purchase orders are used to place orders with vendors. To access purchase orders, go to the “Home” menu and click on “Purchase orders” in the left menu. To sort the list of purchase orders, click on the column header for the criteria you want to sort by. To filter the list of purchase orders, click on the "Filters" button, select filters and click "Save", and to remove filters click the "Reset" button.

### Creating purchase orders

To create a purchase order, complete the following steps:

1. From the “Home” menu click on “Purchase orders” in the left menu
2. Click on the “+ New Purchase Order” button above the list of purchase orders
3. Enter purchase order information
4. Click the "Save" or the "Save & New" button at the bottom of the form

### Copying purchase orders

To copy a purchase order, complete the following steps:

1. From the “Home” menu click on “Purchase orders” in the left menu
2. Click on the purchase order that you want to copy
3. Click on the "More" button
4. Click on the “Copy” button

After completing the steps above a new purchase order will be created which you can then edit and save.

### **Editing purchase orders**

To edit a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to edit
3. Click on the "Edit" button and make any changes you want
4. Click on the "Save" or "Save & New" button at the bottom of the form

### **Viewing purchase orders**

To view a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to view
3. Click on the "View" button

Once you complete the steps above the view page will open. The view page is the finished copy of the purchase order which you can email or print.

### **Emailing purchase orders**

To email a purchase order complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to email
3. Click on the "Email" button
4. Enter or edit email information
5. Make sure to check the box next to any attachments you want to include in the email
6. Click the "Send" button at the bottom of the email popup form

After you complete the steps above an email will be sent to the email address/addressess in the "To" field. The email sent will include links to the purchase order view page and any attachments included in the email.

## **Printing purchase orders**

To print a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to print
3. Click on the "PDF Print" button
4. Print the PDF file

## **Printing purchase order detail**

To print purchase order detail, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to print
3. Click on the "More" button
4. Click on "Print Page"

## **Opening purchase orders**

To open a purchase order that is closed complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to open
3. Click on the "More" button
4. Click on "Open"

## **Closing purchase orders**

To close a purchase order that is open complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to close
3. Click on the "More" button
4. Click on "Close"

Note that the system will automatically close a purchase order once all items have been received.

## **Voiding purchase orders**

To void a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to void
3. Click on the "More" button
4. Click on "Void"

\*Note that once you void a purchase order you cannot un-void it

#### 702 Check Issuance

1. All checks require two signatures
2. Checks written for \$8,000 and above require board approval, except for the following Vendors: PG&E (Electricity and Gas), AT&T (Office Telecommunications), EBMUD (Water Utilities), Waste Management, Mortgage and Rent payments. (The Vendors may be amended depending on Services)
3. A list of Vendors / Purchase Orders can be submitted to the Board of Trustees (Semi-Annually) for pre-approval to allow for invoice and remittance workflow.
4. Checks shall be Computer generated
5. Checks are sent to Vendor after upon obtaining the appropriate signatures and the copy of the check is made and filed.
6. Voided Checks must be labeled as "VOID" in large letters. A Copy must be filed accordingly
7. NO CHECKS SHALL BE MADE OUT TO CAHS< WRITTEN IN ADVANCE, OR PRE-SIGNED

#### 800 TRAVEL POLICIES

##### 801 Pre-Approval for Travel

A. All employees must request approval prior to attendance for off-site conference. A authorization to attend must be approved by the Superintendent and reviewed by the Chief Financial officer, if funded by restricted monies.

##### 802 Employee Mileage Reimbursement



A. All employees are reimbursed either at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel or at a flat monthly rate which is taxable under IRS rules. In addition, parking fees and tolls paid are reimbursable if supported by invoices.

B. All employees requesting such mileage reimbursement are required to furnish a Travel Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by invoices, if applicable.

C. If employees request to be reimbursed at a monthly flat fee, the payment will be done through payroll and will be subject to all applicable taxes under the IRS regulations.

## **900 CONSULTANTS AND CONTRACTORS**

### 901 Consultant Utilization

The utilization of all consultants and contract personnel are sufficiently evidenced by:

A. Details of all agreements (e.g., work requirements, rate of compensation, and nature and amount of other expenses, if any) with the individuals or organizations providing the services and details of actual services performed.

B. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed.

C. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements, including students' academic achievement, contractor's compensation and American Indian Model Schools' rights to educational curricula and intellectual property developed.

### 902 Independent Contractors

The use of consultants is closely monitored so as not to vary from the rules of the Internal Revenue Code.

In particular, consultants will:

A. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work. B. Adhere to a precise contract scope of services,

recomputed or at least adjusted annually. This consultant agreement will specify the obligation of the consultant to pay his or her own self-employment taxes, if applicable. C. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits. D. Not be assigned a permanent workstation. E. Make their services available or work for a number of firms or persons at the same time. F. Will use his or her own stationery or time sheet in billing for services.

## **PART II**

### **1000 - GENERAL ACCOUNTING PROCEDURES**

In this section, procedures are described for the overall accounting system design, General Ledger activity and General Ledger closeout for the Celerity Schools.

#### **GENERAL LEDGER ACTIVITY**

##### ***Control Objective***

To ensure that all General Ledger entries are current, accurate and complete.

##### ***Major Controls***

###### **A. Timeliness of Entries**

All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.

###### **B. Support Documentation**

All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.

###### **C. Audit Trail**

A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

##### ***Procedures***

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by the Director of Operations before entering into the accounting system.

2. Each entry in the accounting system is reviewed and approved by the Chief Financial Officer.
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording non-cash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms and are prepared and reviewed by qualified accounting personnel.
6. All General Journal entries are supported by General Journal Vouchers that have supporting documentation attached and are approved by the Chief Executive Officer.

## **GENERAL LEDGER CLOSE-OUT**

### ***Control Objective***

To ensure the accuracy of financial records and reports.

### ***Major Controls***

#### **A. Trial Balance**

Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.

#### **B. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers**

Reconciliations are prepared on a monthly basis.

### ***Procedures***

1. At the end of each month, a trial balance of all General Ledger accounts is prepared by the back office business services provider to the Chief Executive Officer.
2. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the back-office business services provider.
3. At fiscal yearend and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the audited financial statements.

## **1100 - CASH MANAGEMENT PROCEDURES**

In this section, procedures are described for cash receipts, cash disbursements and prepaid items.

### **CASH RECEIPTS**

### **Control Objective**

To record cash receipts completely and accurately and to prevent the diversion of cash assets.

### **Major Controls**

#### **A. Cash Flow Projection**

American Indian Model Schools annually prepare and update monthly a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.

#### **B. Cash Receipts Policies**

American Indian Model Schools has internal control systems in place to monitor cash receipts and ensure that deposits are made in a timely manner. AIMS also use electronic fund transfers to accelerate deposits.

#### **C. Internal Accounting Controls**

(i) Opening of mail assigned to an employee with responsibilities independent of access to files or documents pertaining to accounts receivable or cash accounts.

(ii) Listed receipts and credits compared to accounts receivable and bank deposits.

(iii) General Ledger control accounts reconciled with Accounts Receivable Subsidiary Ledger

### **Procedures**

#### **A. General**

1. Mail is received by the Receptionist who sorts the checks and forwards them to the Chief Financial Officer or the appropriate recipient.

2. All checks are restrictively endorsed immediately by the Chief Financial Officer.

3. The Chief Financial Officer prepares deposit slips and forwards them to the back office provider for the preparation of journal entries.

4. A copy of each check to be deposited is made and attached to copy of the deposit slip and filed to provide support for all deposits.

5. The back office business services provider reviews and signs off on journal entries.

6. The back office business services provider inputs journal entries.

7. The Chief Financial Officer makes deposits on a daily or no later than on a weekly basis. If deposits are made other than daily, the deposit should be maintained in a secure area with limited access.

8. Reconciliation of cash receipts to deposit slips and bank statements are performed by the Chief Financial Officer and the back-office business services provider on a monthly basis.

### **Cash Handling Procedure (Internal**

## 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.

## **CASH DISBURSEMENTS**

### ***Control Objective***

To disburse cash for authorized purposes and record cash disbursements completely and accurately.

### ***Major Controls***

#### **A. Cash Disbursement Policies**

Check preparation and signatures are delayed until the due date, consistent with available discounts if available.

#### **B. Internal Accounting Controls**

(i) Pre-numbered checks and special check protective paper.

(ii) Match disbursement records against accounts payable/open invoice files.

(iii) Bank statements reconciled to cash accounts and any outstanding checks verified by either the back office business services provider, if applicable.

(iv) Supporting documentation canceled to prevent resubmission for payment.

(v) Detailed comparison of actual vs. budget disbursements on a periodic basis. (vi) Separation of duties to the extent possible for an organization the size of the Celerity Schools.

### **Procedures**

1. When the transaction is complete, and payment is due, a pre-numbered check is prepared by the back office business services provider who attaches all supporting documentation: (e.g. vendor invoice, purchase order, purchase requisition, etc.) and submits the package to the Chief Executive Officer or Directors of School Services for approval.

2. All invoices submitted for signature will include approvals for payment, expense account charged, check number and date of payment.

3. The Superintendent and Chief Financial Officer approves checks, after examining the supporting documentation.

4. After having been approved and/or signed, the checks are mailed directly to the payee by back office provider.

5. All supporting documents are uploaded into the A/P system by back office business services provider as back-up for each check.

6. All payment requests are researched in the A/P system by vendor and by invoice number to prevent double payments.

7. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies. 8. Bank statements are reconciled soon after receipt by either the back offices business services provider and reviewed by the Chief Financial Officer.

## **PETTY CASH FUNDS**

### **THIS ACCOUNT IS CLOSED**

#### ***Control Objective***

To control the use of petty cash funds for valid transactions.

#### ***Major Controls***

##### **A. Internal Accounting Controls**

(i) American Indian Model Schools do not use Petty Cash Funds. All local emergency school expenditures are done via credit card transactions.

## **1200 - PAYROLL PROCEDURES**

Payroll procedures are organized under six categories: personnel requirements, personnel data, timekeeping, preparation of payroll, payroll payment, and payroll withholdings.

## **PERSONNEL REQUIREMENTS**

#### ***Control Objective***

To ensure that the American Indian Model Schools hire only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

#### ***Major Controls***

##### **Payroll Policies Procedures New Employees**

1. Requests for new employees are initiated by the Principal and compared with the approved annual personnel budget.

2. New employees complete an Application for Employment.

3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted. Fingerprint clearance must be received by the AIMS before any employee may start work.

#### Vacation and Sick Pay

1. Employees accrue vacation time based on personnel policy of the AIMS Schools.
2. Employee is required to provide advanced notice to supervisors for a vacation request.
3. Regular part-time employees do not earn vacation time on a pro-rated bases based on personnel policy of the American Indian Model Schools.
4. Employees' earned vacation balances are adjusted monthly to reflect vacation time earned and taken and reviewed by the Principal.
5. Sick leave taken is monitored against each employee's available sick time on an electronic spreadsheet and reviewed by the Principal.
6. AIMS sick time is unpaid at release of employment. Any unused sick leave can be credited to PERS retirement system.
7. A General Journal entry is prepared at year-end to record the accrued vacation liability.
8. Unused vacation time is based on personnel policy of the Celerity Schools.

#### **PERSONNEL DATA**

##### **TIMEKEEPING**

###### ***Control Objective***

To ensure that payment for salaries and wages is made in accordance with documented time records.

###### ***Major Controls***

###### **A. Timekeeping Policies**

Employees are instructed on the proper punching in and out utilizing a biometric clock to assure the accuracy of recorded time to cost objectives.

###### **B. Punches**

Labor hours are accurately recorded by the use of biometric clocks and any corrections to timekeeping records, including the appropriate authorizations and approvals, are documented.

###### **C. Internal Accounting Controls**

- (i) Reconciliation of hours charged to attendance records.



## **Procedures**

### Time and Attendance

1. Hourly and salary employees' clock in and out using biometric time clocks daily. Hourly employees submit paper timesheets that are reconciled at each pay period with the time clock records.

### Approval and Collection of Time and Attendance

1. Each employee's punches are reviewed daily by School Heads and exceptions are reported to HR.
2. Authorized time clock punches are processed by the back office business services provider for payment.

### Reconciliation of Payroll to Punches

1. Hours shown on time and attendance system are reconciled to the hours recorded on the Payroll Register by the Payroll department for each payroll period.

## **PREPARATION OF PAYROLL**

### ***Control Objective***

To ensure that payment of salaries and wages is accurately calculated.

### ***Major Controls***

A. Internal Accounting Controls

(i) Time records are periodically reconciled with payroll records.

### **Procedures**

1. Employee time sheets are approved by School Heads. All deviations from pre-programmed parameters are approved by HR.
2. The total time recorded on time and attendance system and the number of employees is calculated by the payroll system and reviewed by HR and the back-office business services provider.
3. Recorded hours from the time clock punches are communicated to the Payroll Service electronically.
4. The payroll documents received from payroll software (e.g., calculations, payrolls and payroll summaries) are compared with employee punches, pay rates, payroll deductions, compensated absences etc. by the HR department and the back-office business services provider.
5. The back-office business services provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the back-office business services provider.
7. The Payroll Register is reviewed and approved by AIMS appropriate personnel.

## **PAYROLL PAYMENT**

### ***Control Objective***

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.

## **PAYROLL WITHHOLDINGS**

### ***Control Objective***

To ensure that payment withholdings are correctly reflected and paid to the appropriate third parties.

### ***Major Controls***

#### **A. Reconciliation of Payment and Payroll Withholdings**

Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.

#### **B. Internal Accounting Controls**

### **Procedures**

1. The web-based payroll software calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the back-office business services provider.
3. The back-office business services provider reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
4. Original withholding and benefit election forms, maintained in the employee file, are prepared by employee and reviewed and approved on a periodic basis by the back-office business services provider.

## **1300 DEPRECIATION**

### **Procedures**

1. American Indian Model Schools capitalize all fixed assets when acquired and records the historical cost of these items in the Enterprise Fund. In accordance with generally accepted accounting principles, as they relate to special purpose business-type activity, government units, under GASB 34 depreciation expense must be recorded in the statement of revenue, expenditures and changes in net assets. The AIMS will use the straight-line method of depreciation over the assets useful life as determined as follow:

Computers 3 years, Office Equipment 5 years, Vehicles 5 years, Office Furniture 7 years, Leasehold Improvements, Life of lease or 5 years, whichever is greater, Building Improvements 20 years, and Building 30 years.

## **1400 EXPENSE REIMBURSEMENT**

### ***Control Objective***

To ensure the American Indian Model Schools pays for only authorized business expenses.

### ***Major Controls***

#### **A. Travel Policies**

American Indian Model Schools has adopted policies on travel reimbursement.

#### **B. Business Expense Reimbursement**

In extremely rare circumstances, and with prior approval and/or a purchase order as may be required by the schools' purchasing policies and procedures, AIMS employees may purchase school supplies or services and seek reimbursement from AIMS. Reimbursements shall be made only for actual and necessary business expenses. Reimbursements shall not be used as an alternative to the purchase requisition system; all purchases for which employees seek reimbursement shall comply with the schools' purchasing policies and procedures.

No purchases of any school supplies or services shall be made without prior approval and/or a purchase order, as may be required by the schools' purchasing policies and procedures. In the event an employee seeks reimbursement for a purchase made without following these procedures, the school may refuse the services and deny payment or return the supplies to the vendor and deny payment, and the purchasing party may be held personally financially liable for payment of the supplies or services.

Reimbursement requests shall contain a receipt, invoice and/or record of sale, and all other relevant documentation, such as prior approval and/or a purchase order, as may be required by the schools' purchasing policies and procedures. Reimbursement requests shall be submitted via the purchase requisition system.

Purchases of the following items are not eligible for reimbursement by American Indian Model Schools. Any purchases of such items, if appropriate, shall be made through the schools' purchase requisition system.

- o Deposits or advances for services that have not been rendered;
- o Donations or sponsorships;
- o Flowers, gifts or gift cards;
- o Personal cell phone purchases or monthly plans (these are handled by purchase orders, with minor accessory items allowed)

- o Alcoholic beverages; and
- o Individual items costing more than \$2,000, excluding travel.

Non-school-related purchases are prohibited. The use of American Indian Model Schools' funds for personal use is prohibited, including the submission of any non-school related purchases for reimbursement. Individuals who use or attempt to use AIMS funds or seek reimbursement for non-school related purposes shall be subject to disciplinary action. Any individual who the Superintendent or his/her designee determines has sought reimbursement for irregular or unauthorized transactions, whether personal or unauthorized business transactions, will be subject to disciplinary action.

#### C. Internal Accounting Controls

- (i) Justification for travel approved by Superintendent.
- (ii) Documentation for incurred employee expenses.
- (iii) Documentation for company credit card purchase.

#### **Expense Advance or Reimbursement**

Expense Reimbursement:

1. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement for authorized expenses completes a Travel Report detailing the expenses incurred, attaching originals of supporting documentation.
2. All credit card purchases are supported by invoices in order to be reimbursed.
2. The employee's Travel Report and credit card purchases invoices are reviewed and approved by the Superintendent.

#### **1500 - MANAGEMENT REPORTING PROCEDURES**

In this section, procedures are covered for supporting the annual budget, financial reporting and tax compliance.

#### **ANNUAL BUDGET**

##### ***Control Objective***

To effectively support the preparation of the annual budget and its periodic review.

##### ***Major Controls***

#### A. Budget Process

The Chief Financial Officer works with the back-office business services provider and prepares the annual operating and capital budgets and cash flow projection, with input from the AIMS' community. The budgets and projection are submitted to the Board of Trustees for approval.

#### B. Internal Accounting Controls

Accuracy and completeness of the budget and projections

#### Procedures

1. In preparation of the annual operating and capital budget and cash flow projection, the back-office business services provider prepares a preliminary budgets and projection for review by the Chief Financial Officer in consultation with the AIMS' staff.
2. To support budgets and projection estimates, the back-office business services provider prepares current year-to-date financial data with projections of year-end totals.
3. The back-office business services provider and the Chief Financial Officer review the budgets and projection submitted for completeness and reasonableness.
4. The Board of Trustees approves and adopts the final budgets and projection.
5. The adopted budgets totals are entered in the General Ledger by the back-office business services provider for the new fiscal year, in order to prepare budget to actual reports.

#### FINANCIAL REPORTING

##### ***Control Objective***

To ensure the accuracy, completeness and timeliness of financial reporting to support decision- making.

##### ***Major Controls***

###### A. Schedule

Monthly managerial reports are prepared based on a schedule.

###### B. Review and Approval Financial reports are reviewed for accuracy and completeness.

###### C. Audit

The annual financial statements of the AIMS' are audited by a certified public accounting firm.

## **Procedures**

1. The back-office business services provider prepares monthly budget vs. actual financial reports and cash flow projection for the Board of Trustees meetings.
2. American Indian Model Schools submit to an audit of their financial statements by a qualified certified public accounting firm, in accordance with Governmental Auditing Standards
3. American Indian Model Schools shall automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m).

## **PAYROLL TAX COMPLIANCE**

### ***Control Objective***

To accurately prepare and file required tax documents on a timely basis.

### ***Procedures***

1. American Indian Model Schools maintains a schedule of required filing due dates for:
  - (i) IRS Form W-2 - Wage and Tax Statement.
  - (ii) IRS Form W-3 - Transmittal of Income and Tax Statements.
  - (iii) IRS Form 940 - Employer's Federal Unemployment (FUTA) Tax Return.
  - (iv) IRS Form 941 - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
  - (v) IRS Form 1099 MISC (also 1099-DIV, 1099-INT, 1099-OID) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
  - (i) Quarterly and annual state(s) unemployment tax return(s).
2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the back-office business services provider for accuracy and completeness.

# Procedure Manual



The Procedure Manual is intended to be a resource for all employees and covers policies, procedures and guidelines for each department in the Central Office. Copies of forms and specific instructions for completing are also included in the Appendices.

If any of the information is unclear or if you are not sure of a procedure; always feel free to contact staff members within the appropriate department. We would also appreciate receiving any suggestions or comments about the Manual.

AIM Procedure Manual begins with a general table of contents showing the tab under which each section is located. The Handbook also is available on AIMS' website.

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The intention of this manual is to facilitate friendly, easy communication and transaction between Central Office and the AIMS community that we serve.

Please keep this handbook in the school office where all staff that have any interest or need to know can have easy access to the information contained herein. If, upon inspection or use, you find information that needs clarification or if you would like to see any other topics included, please contact Katema Ballentine. We anticipate future revisions and updates that will be sent as inserts to add to or replace current material.

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**HUMAN RESOURCES**

- How to Hire
- New Hire

**GRANT APPLICATION AND AWARD PROCESSING PROCEDURES**

American Indian Model Schools greatly values the additional revenue from grants; however, the AIMS does not employ a specific individual to administer grants. Therefore, the responsibility for obtaining and managing grants is a shared responsibility between the business office, Division Heads, and Operations based on the requirements of the grant.

The purpose of this memo is to establish guidelines for the application and implementation of a grant, including any reporting requirements.

### **Guidelines**

1. These guidelines apply to any grant that requires the school or district to meet performance targets (e.g., number of participants, achievement score), provide resources (e.g., personnel, materials, facilities/space, in kind contributions), creates a financial obligation (e.g., matching funds, additional staff to implement/manage the grant requirements, indirect costs, payment of consultants) and/or requires reporting to the grantor.

A). These guidelines do not apply to a grant where AIMS only submits an application and receives funding without any implementation/reporting requirements or requires additional personnel to implement/manage the grant.

2. Prior to submitting the grant application, the site or program administrator will provide a copy of the proposed grant to the Superintendent who will review it with cabinet.

B. The proposed grant should be submitted to the Superintendent at least two weeks prior to the due date to allow sufficient time for review.

C. Prior to pursuing a grant, the site or program administrator may wish to review the proposed grant with the Superintendent.

3. Once cabinet has reviewed the proposed grant, the Superintendent will notify the site or program administrator of approval to submit or concerns.

4. The final grant application must be submitted to the Superintendent or designee 72 hours prior to the deadline for a final review and, if necessary, the appropriate signatures.

a. In some cases, the application becomes the binding contract, which legally can only be signed by the Superintendent.

5. When a grant is awarded, the site or program administrator must forward all grantor communication (e.g., award letter, the acceptance documents) to the Business Office with the name of the site or program administrator who is responsible for the grant, including all reporting requirements.

6. Upon notification of a grant award, the Business Office work with CSMC to setup account codes and establish the budget in the financial system.

- a. Until the account codes are established, no program activities may begin, and no purchases may be made.
  - b. Certain expenditures are not posted until the fiscal year is closed; therefore, final reports must not be submitted until verified by the Business Office.
  - c. Copies of all reports to the grantor must be provided to the Business Office.
  - d. Financial data verification will be provided by the Business Office prior to submitting any report.
7. All grant awards must be made payable to AIMS and sent to the Business Office directly from the grantor.
8. The site or program administrator is responsible for all program implementation, compliance issues and program reporting requirements unless prior arrangements are made with the Business Office.
9. The Business Office will work with CSMC to file all required financial reports. It is the program administrator's responsibility to provide the appropriate budget analyst with all financial reporting deadlines and requirements as soon as the grant is accepted.

If you have any questions regarding applying for a grant, please contact the Superintendent. If you have any questions regarding the financial aspects of a grant, please contact the Business Office.

## **ACCOUNTING**

### **Curricular Field Trip Donations**

Field trip donations are identified with a local resource code of 9015. The site is responsible for keeping track of curricular field trip donations and expenditures and being as accurate as possible when establishing the suggested donation amount. Because they are donations and students are not required to pay, the field trips may encroach on regular site funds. Please take this into consideration during budget planning. Conversely, sites may receive more money from parents than the suggested donation.

Fines As fines are collected, Accounting will submit these to the Business Department so that site budgets can be increased to reflect these collections. (see appendices)

### **Abatements**

Expenditure Abatements are identified as negative amounts in an object code. Revenue reversals are identified as negative amounts in revenue object codes. When purchases are returned to the vendor for any reason, the vendor will issue a refund for the amount of the purchase. This amount is abated to the site's expenses. Therefore, it is critical that sites ensure all credit is received for returned items. Conversely when the bank returns a check, the previously credited revenue is reversed. Hence it is important to follow up on all revenue reversals and collect the monies, if possible.

### **Donations**

Once you receive a donation, be sure that the donor receives a "thankyou" letter from the site principal. If the donation will be used for a specific purpose, include a note with the expenditure account you would like it credited to. For example, if you receive a check from your PTA to pay for a teacher's computer, request accounting put the budget capacity for the purchase of a computer. Provide a copy of the letter to Business Services. (see appendices )

### **Student Body Funds**

Student Body funds are identified with the site hosting the event. All proceeds are credited to the appropriate site budget and expenses are also charged to the respective budgets. Careful planning is needed to ensure that expenses do not overrun the revenues.

### **Coding Corrections**

Corrections to both revenue and expenditure transactions are made through the Business Office. Requests for correcting entries are submitted in writing by the appropriate administrator who has authority over the respective budget.

## **BUDGET**

A school district budget is a document that translates educational policy into sound instructional programs and delivery systems through the prudent allocation of financial planned expenditures for the fiscal year beginning July 1 and ending the following June 30.

The Adopted Budget is approved by the Board of Education prior to the beginning of the fiscal year and is based on estimated income and expenditures. During the course of the year, additional information becomes available that necessitates changes in the budget. The current budget is called the Working Budget. You may need to request changes in your budget if you receive funds that were unanticipated, such as local donations, or if you wish to incur an expense above the amount allocated in the Adopted Budget for specific object codes. Please use the following guidelines to adjust your budget.

### **Budget Cycle**

Each Month beginning in September, the Chief Financial Officer, will meet with each Head of Division and Operations to review each site/departments' Financial Activity Report and LCAP budget. It is the administrator's responsibility to review their budget and ensure adherence to the budget.

### **Budget Transfer**

When submitting budget transfers, please remember:

1. Budget transfers must balance and be in whole dollars (no cents).
2. Transfers are only allowed within the same Resource and/or Cost Center.

### **Categorical Programs**

1. Budget for salaries and benefits are the program manager's responsibility
2. Do not move budget out of object 7310 or 7350 (Indirect Costs).
3. Balances should be reviewed monthly and any negative balance, including salaries and benefits, should be covered by budget transfer. Negative balances should not accumulate from month to month.
4. All negative balances must be cleaned up before the end of the fiscal year (June).
5. Transfers are only allowed within the same Resource and/or Cost Center.

### **Expense Transfer**

An expense transfer is a request to move a charge from the account of original entry to another account. This is accomplished by requesting a Journal Entry in our financial system, with CSMC. When requesting a journal entry request, use the comment field to identify the reason for the transfer.

## **CASH**

Cash Collection Outlined below are some reminders with regard to handling cash receipts:

### **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 safe.

### **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.

## **Local Donations**

All Donations must be recognized by AIMS' Board of Trustees and will be submitted as a consent item every fiscal reporting period.

Each site has a local donation account. This is for the accumulation of funds donated to the site from various sources, usually individuals or local businesses (not grants from official granting organizations or agencies).

Upon receipt of donated funds, follow the cash collection procedure to send the money to the District Office accompanied by the yellow and golden rod copies of the receipt. Indicate on the receipt, and on the Deposit Summary, the local donation account number and the corresponding expense account object from which you plan to expend the funds so that the appropriate budget can be increased.

## **Security of Funds**

All funds collected MUST be adequately secured at all times (this includes petty cash and change funds). Keep cash in a locked safe or container in a locked cabinet. Call the AIMS' Operations Office if you need a safe at your location. Do not leave cash unattended; lock it up if interrupted during deposit/transmittal preparations.

School and Department Administrators are responsible for ensuring the following occur:

- Changing safe combinations and collection of keys as staff changes.
- Limiting the number of people who have access to combinations and keys.
- Storing cash in areas where general staff or students have access is unacceptable.
- Evaluating the safety of money and the protection of students and employees on a regular basis.
- Transmitting deposits frequently to the Business Office and keeping cash in schools to a minimum.

Do not keep any PTA/PTO or faculty moneys in the site safe. Report any missing cash or other public property immediately to the Superintendent or the Chief Business Officer. Cash Overages and Shortages If the amount of cash on hand is different than the total receipts issued, an overage or shortage.

## **Cash Overages and Shortages**

If the amount of cash on hand is different than the total receipts issued, an overage or shortage has occurred. An attempt should be made to determine the cause of the discrepancy and the proper steps taken to resolve the error. If the cause cannot be determined, the following steps should be followed:

- **Overages:** The amount of the overage should be immediately receipted on a AIMS' receipt, with the explanation of "Cash Overage" written on the receipt. The money should be transmitted to the Business Office.
- **Shortages:** The transmittal sent to the Business Office should note the shortage. The Business Office may conduct an investigation into the shortage, if warranted.

## **Technology Donations**

### **New Computer Donations**

When new computers are donated to AIMS schools, they must match AIMS' district standards for new computers. This means that the computer is listed on our website

- (1). If the donated computer is the same as one on the website, but it does not have professional licenses for Windows or Microsoft Office, they must be purchased
- (2). Donated computers, meeting the requirements above, should provide the best overall experience for everyone involved. These guidelines are meant to be firm in order to protect schools from accepting donations that may not be helpful to them.

If a potential donation does not meet the above requirements, please read the next section.

For reference, chrome books, versus many other computers, take substantially less time to set up when received as a donation.

### **Non-standard & Older Computer Donations**

Non-standard and older computers are much more expensive to configure, maintain and troubleshoot. It is not a good use of AIMS' resources to accept something that seems "free", but actually costs quite a bit in extra time and money throughout its lifespan. These donations often require significantly more staff resources to support and AIMS's provides limited support for them. In order for the district to provide any support for the computers, they must receive advance permission from Technology Services, and meet AIMS' computer standards for donated computers



(3). Donated computers normally do not have valid licenses for Windows Professional or Microsoft Office Professional. Additional licenses must be purchased to be in software compliance

## **iPads**

Please note that due to Apple registration workflows, it generally takes four times longer to configure a used donated iPad versus a school owned iPad. When feasible, the preference is to have the funds donated so the school can purchase the iPads on its own, versus receiving them as a donation.

## **Warranty/Support**

Donated computers often come with little or no warranty coverage

## **Bank Accounts**

No one is allowed to open any type of bank account for depositing school district funds, including staff members. Only the Board of Education can authorize a new bank account. The collection of money from student fees, fines, fundraisers, ASB, etc., must be sent to the Business Office to be deposited into an existing authorized AIMS' account. It is illegal to have independent checking or savings accounts on behalf of American Indian Model Schools. Parent funds are not considered part of AIMS funds. Therefore, such funds are accounted for by using PTA Rules and Regulations. AIMS staff should not handle parent funds or checking accounts. Any updates or changes needed to be made to existing accounts must be processed through Accounts Receivable in the Business Office.

## **EMPLOYEE REIMBURSEMENTS**

Employees of American Indian Model Schools and Members of the Governing Board will be reimbursed for actual and necessary travel and meeting expenses incurred while performing services for AIMS'. Receipts and other documentation required by this section must be presented with the appropriate claim form prior to reimbursement. All exceptions will require the approval of the Superintendent or the Chief Financial Officer.

## **Travel Authorization**

An approved Conference/Travel Request & Reimbursement form must be completed prior to beginning a trip that will result in reimbursable expenses. Expenses will not be reimbursed for

trips made without prior authorization. The Request form will include estimated amounts for all reimbursable expenses, including registration, lodging, meals, transportation, and other incidentals. The Request form must be received for administrative approval at least two weeks in advance of requested trip. Out of State travel requires Board approval and must be submitted in time to get Board approval. Requests not submitted within the required time frame will not be approved.

### **Travel Expense Reimbursement**

To claim a reimbursement, the claimant must comply with the following:

1. Use a pre-approved Conference/Travel Request & Reimbursement form with estimated amounts of expenses (see Appendices,)
2. Attach a copy of the conference agenda (complete copy – no missing pages)
3. Registration fees charged in conjunction with authorized attendance at conferences, conventions, committee meetings, in-service training seminars and other authorized activities, are allowable at actual cost. Attach registration receipts or a copy of the registration form.
4. An itemized receipt for lodging expense must be submitted with the reimbursement claim. Employees should always ask for the special government room rate when making reservations.
5. The maximum allowable reimbursement per meal (inclusive of tax and tip) will be based on the \$45-daily rate Policy.

Attach itemized receipt(s) of meals paid for by the claimant. Reimbursement will be made for the lower of the actual expense or the maximum allowable amount for that meal.

6. It is not appropriate to request reimbursement for non-District personnel meals (contractors, vendors or other non-District staff) and any such expenses will NOT be reimbursed.

7. Attach proof of payment for airline tickets. A printout of the itinerary and payment must be attached to the claim form in order to receive reimbursement.

All employees are expected to use the most economical mode of transportation where practical and in the best interest of AIMS. If mileage exceeds 200 miles each way, it is assumed airfare is the most economical mode of transportation. In this situation, claimant would need to submit proof that driving was the most economical mode of transportation and would need pre-approval from the Business Office.

8. Only under extenuating circumstances and with Superintendent pre-approval, car rental expenses may be reimbursed. The District insurance policy covers rental vehicles. When renting a vehicle, AIMS staff members should not purchase extra insurance, as insurance costs will not be reimbursed. Attach the rental agreement and proof of payment.

## **Mileage Reimbursement**

All employees are reimbursed either at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel or at a flat monthly rate which is taxable under IRS rules. In addition, parking fees and tolls paid are reimbursable if supported by invoices and or receipts.

All employees requesting such mileage reimbursement are required to furnish a Travel Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by invoices or receipts, if applicable.

## **Expense Reimbursement**

AIMS is grateful to all committed employees that will pay for expenses from their personal accounts to be reimbursed by AIMS for services or goods defined for use at our schools. The accurate submission of these requests are essential to the transparency of the operation of American Indian Model Schools.

## **Reimbursement for Direct Purchase of Supplies and Materials**

Occasionally, small purchases of supplies and materials, under \$300 are necessary for instructional or administrative purposes. The proper procedures to follow for purchase and reimbursement of such materials and supplies are as follows:

1. Advance approval must be secured from the Administrator. The employee shall complete an Employee Reimbursement Claim form providing all routine information such as program, object, site codes, administrative approval (including approval from the Projects Manager for categorical programs), vendor, description and quantity of items purchased, cost, etc. Any employee reimbursements exceeding \$300 must have advance approval from the Superintendent, Chief Business Officer
2. The Business Department will verify accounting codes and account balances. If everything is in order, the reimbursement will be processed. Approval will not be granted if there are insufficient funds in the account(s) to be charged, if the requested items could be classified as equipment according to the California School Accounting Manual, if the reimbursement exceeds \$300 without prior approval from the Superintendent or Chief of Business Services, or the expenses are deemed inappropriate. (See number 6 below.)
3. Evidence is required that the items have been purchased, received, and paid for in the amount shown. Therefore, an original dated itemized receipt shall be obtained from the vendor to identify the specific items purchased and their respective prices. Order acknowledgements or quotes do not constitute sufficient evidence that a purchase was made.
4. Reimbursement shall be requested within ten (10) working days from the date of purchase. The request shall be signed by the appropriate administrator and receipt(s) must be attached.

5. Once all the required documentation is received, the Business Office will process a reimbursement check to the individual.

6. Employee reimbursements which are considered in appropriate are the personalization of materials. (Candy for rewards, flowers, supply reimbursements over \$300, purchases sent to home addresses, computer software purchases not reviewed and approved by the Technology Support, gift cards, and gifts to individuals. These items will not be reimbursed.

***\*For reimbursement forms, please see the appendices***

#### Non-Reimbursable Expenses

Certain expenses are considered personal expenses and not essential to official business. Such non-reimbursable expenditures include:

- Entertainment expense, such as a radio, television or movie rental, personal side trip expenses and other items of similar nature.
- Transportation to or from places of entertainment.
- Conference arranged leisure tours.
- The cost of alcoholic beverages.
- Traffic or parking citations while using a private or District vehicle.

### **ACCOUNTS PAYABLE - PROCUREMENT**

Accounts Payable performs the final step in the Purchasing process by paying vendors for the goods and services that have been provided to the District. Employee conference, mileage and related travel expense are also reimbursed through Accounts Payable. Most goods are delivered directly to the Site where a receiving is entered into the financial system.

When the District orders services, invoices are paid based on an authorization to pay ("OKtoPay") after the services have been provided. An invoice cannot be paid without receiving being completed in the system. A vendor who has provided services to the AIMS rightly expects to receive timely payment. Unnecessary delays in payment can negatively affect AIMS reputation as a valued customer which can result in higher prices and lack of continued interest in the needs of the organization.

If the invoice is in dispute, Accounts Payable should be advised immediately; Business Services may be able to provide assistance in getting any problems or difficulties resolved. In any event, nonpayment of an invoice will result in dunning action and possible accumulation of interest and late charges.

#### **Requisition Required**

Occasionally, an invoice is received in Accounts Payable for which there is no purchase order in place or for a purchase that has exceeded the dollar value of an existing purchase order. When this happens, Accounts Payable will send a request for a purchase requisition to the party referenced on the invoice with a copy of the invoice requesting an OK to Pay.

This means that a confirming requisition needs to be submitted with the signed invoice scanned and attached to the requisition.

### **Purchases of Goods**

Vendor invoices must be received directly by Accounts Payable. If an invoice is incorrectly sent to the site, it needs to be submitted to the Business Office immediately. In order for a payment to be released to the vendor, Accounts Payable (AP) staff will need to match the invoice to the Purchase Order (PO) and the Receiving entries. Additionally, AP staff will review the invoice for a clear and accurate description of products provided. Invoices that do not reflect clear descriptions will not be honored.

Once a three-way match has been established between the invoices, the PO and the Receiving entries, the invoice will be paid without any additional approvals.

It is important to note that if goods were ordered (as witnessed by a PO) and received in good order (as witnessed by the Receiving entry), AIMS has an obligation to pay for the purchase. Any returns that take place are additional transactions and handled as they occur.

Purchases of Services Invoices for services are treated slightly differently in that there are no receiving entries available. Hence, such invoices will be sent to the responsible administrator or the individual authorized to purchase for approval prior to being paid. Such invoices must still have a clear description of the services provided

### **Prepayments and Payments to Accompany Orders**

If a vendor requires prepayment, payments should still be processed using a P.O. by noting "Prepayment Required" in the body of the P.O. Attach copies of the quote, conference flyer, or other backup evidence of the prepayment amount required. Prepaid orders must be kept to a minimum. Whenever possible, alternative vendors accepting P.O.s should be selected.

### **Accounts Payable**

Accounts payable is a critical portion of your financial records and can be subject to fraud without careful reconciliation and oversight. Strong accounts payable audit procedures can ensure the accuracy and timeliness of your bill payments. The best accounts payable audit

procedures allow a mixture of daily checks, routine internal controls and external audit procedures.

### **Laymans Terms**

In households, accounts payable are ordinarily bills from the electric company, telephone company, cable television or satellite dish service, newspaper subscription, and other such regular services. Householders usually track and pay on a monthly basis by hand using cheques, credit cards or internet banking. In a business, there is usually a much broader range of services in the AP file, and accountants or bookkeepers usually use accounting software, such as Office-Wise to track the flow of money into this liability account when they receive invoices and out of it when they make payments.

Commonly, a supplier will ship a product, issue an invoice, and collect payment later, which describes a cash conversion cycle, a period of time during which the supplier has already paid for raw materials but hasn't been paid in return by the final customer.

When the invoice is received by the purchaser, it is matched to the packing slip and purchase order, and if all is in order, the invoice is paid. This is referred to as the three-way match. Invoice processing automation software handles the matching process differently depending upon the business rules put in place during the creation of the workflow process. The simplest case is the two-way matching between the invoice itself and the purchase order. -Wikipedia

### **Routine Procedures**

Accounts payable should be balanced daily to reconcile payments to recorded entries. Any discrepancy between the total amount paid and the total recorded should be examined and reconciled immediately. Management oversight of every individual involved in accounts payable should be stringent and should include routine monitoring of activities.

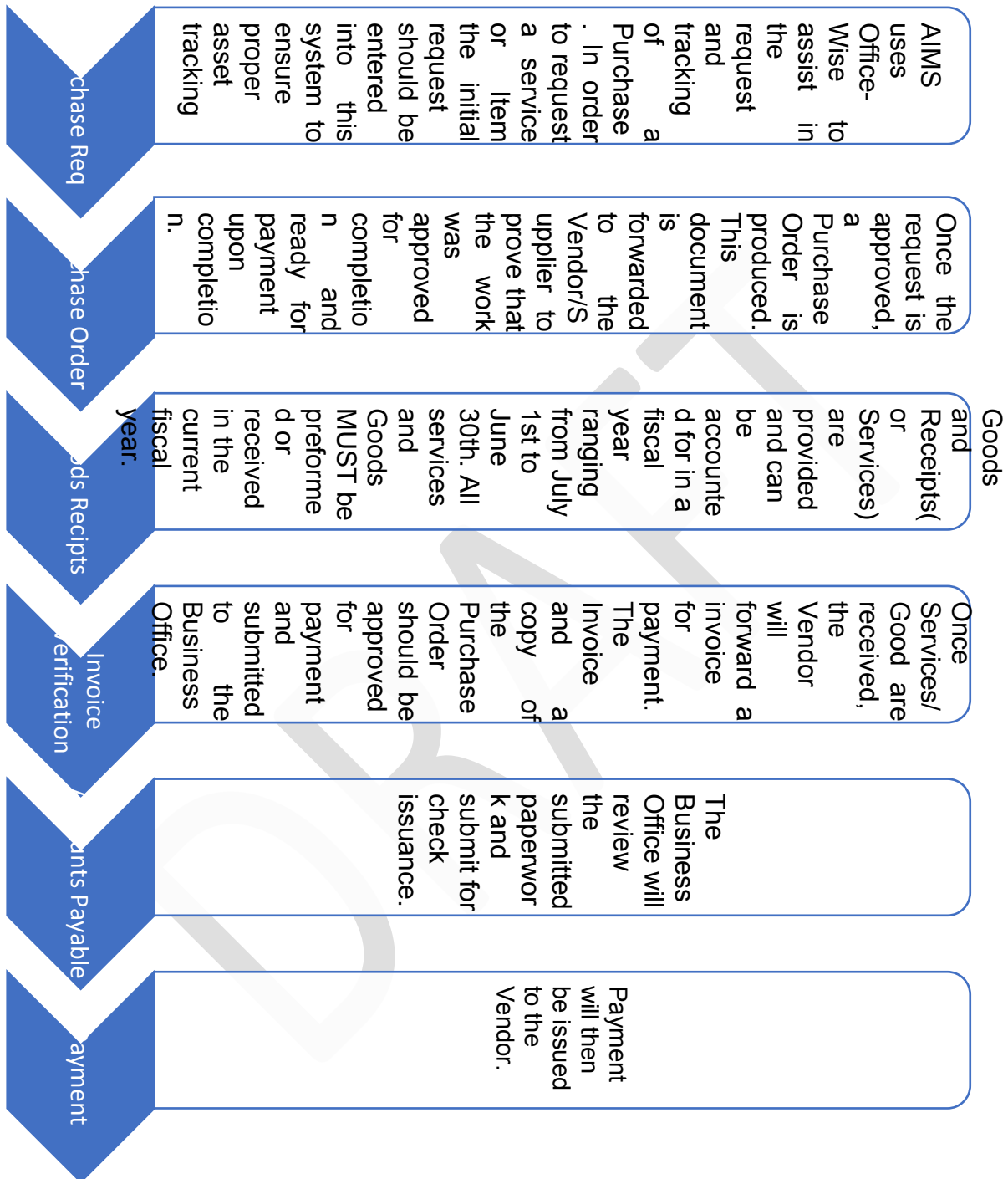
Sign-off procedures that help establish an audit trail should be enacted. These sign-offs include management review of goods and service requests, regular reconciliations, monthly discrepancy reports and individual sign-offs for large transactions to ensure that all information is correct.

### **Internal Controls**

Internal controls for accounts payable include signature requirements according to payment amounts. AIMS requires two signatures for all checks submitted for payment as well as Board Approval and signature for all checks over the \$8000 threshold.

During book closing procedures at the end of a month or financial period, AIMS requires sign-off for all account payable work including summary totals and account reconciliations. Additionally, *Officewise* provides a running report that monitors payment levels from accounts payable processing

In order to ensure fiscal vitality American Indian Models Schools has established routine control procedures for accounts payable, outlined in the following pages.



**What Do I do?**

- **Request approval for the service or product:** In order to ensure proper accountability for the use of public funds all requests MUST go through the Officewise Purchase Requisition System. A purchase order must accompany all remittances issued by American Indian Model Schools. Emails and verbal permissions cannot be audited.
- **Submit Purchase Order to Vendor/Supplier:** Vendors and Suppliers require an audit trail as well. Purchase Orders are approved agreements that permit the service or goods to be received by AIMS.
- **Receive Goods and/or Services:** State and Federal requirements define that the funds we receive in a certain fiscal year must be utilized for services and goods received in that fiscal year. Please keep in mind, that State General Purpose funds cannot be used on “cross-year” services or goods
- **Collect Invoice from Vendor:** The invoice or “bill” is list of the goods or services provided with a sum due. This document is the auditable trail that records of the products received. The bill is required to issue a payment.
- **Submit Invoice and P.O Copy/Number to Business Services:** The complete package will ensure timely payment to vendors

## OFFICEWISE: How to Create a Requisition/Purchase Order

### Purchase orders

#### Overview

Purchase orders are used to place orders with vendors. To access purchase orders, go to the “Home” menu and click on “Purchase orders” in the left menu. To sort the list of purchase orders, click on the column header for the criteria you want to sort by. To filter the list of purchase orders, click on the "Filters" button, select filters and click "Save", and to remove filters click the "Reset" button.

#### Creating purchase orders



To create a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the "+ New Purchase Order" button above the list of purchase orders
3. Enter purchase order information
4. Click the "Save" or the "Save & New" button at the bottom of the form

### **Copying purchase orders**

To copy a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to copy
3. Click on the "More" button
4. Click on the "Copy" button

After completing the steps above a new purchase order will be created which you can then edit and save.

### **Editing purchase orders**

To edit a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to edit
3. Click on the "Edit" button and make any changes you want
4. Click on the "Save" or "Save & New" button at the bottom of the form

### **Viewing purchase orders**

To view a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to view
3. Click on the "View" button

Once you complete the steps above the view page will open. The view page is the finished copy of the purchase order which you can email or print.

## **Emailing purchase orders**

To email a purchase order complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to email
3. Click on the "Email" button
4. Enter or edit email information
5. Make sure to check the box next to any attachments you want to include in the email
6. Click the "Send" button at the bottom of the email popup form

After you complete the steps above an email will be sent to the email address/addresses in the "To" field. The email sent will include links to the purchase order view page and any attachments included in the email.

## **Printing purchase orders**

To print a purchase order, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to print
3. Click on the "PDF Print" button
4. Print the PDF file

## **Printing purchase order detail**

To print purchase order detail, complete the following steps:

1. From the "Home" menu click on "Purchase orders" in the left menu
2. Click on the purchase order that you want to print
3. Click on the "More" button
4. Click on "Print Page"

## **Opening purchase orders**

To open a purchase order that is closed complete the following steps:

1. From the “Home” menu click on “Purchase orders” in the left menu
2. Click on the purchase order that you want to open
3. Click on the "More" button
4. Click on “Open”

### **Closing purchase orders**

To close a purchase order that is open complete the following steps:

1. From the “Home” menu click on “Purchase orders” in the left menu
2. Click on the purchase order that you want to close
3. Click on the "More" button
4. Click on “Close”

Note that the system will automatically close a purchase order once all items have been received.

### **Voiding purchase orders**

To void a purchase order, complete the following steps:

1. From the “Home” menu click on “Purchase orders” in the left menu
2. Click on the purchase order that you want to void
3. Click on the "More" button
4. Click on “Void”

\*Note that once you void a purchase order you cannot un-void it

### **Use of School Credit Cards**

The Board of Trustees of American Indian Model Schools recognizes the efficiency and convenience afforded the day-to-day operation of AIMS charter school, for payments and recordkeeping for certain

expenses, through the use of school credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by American Indian Charter Schools must clearly be linked to the business of AIMS schools. This policy addresses and establishes the proper use and assignment of school credit cards. The Board has agreed on the fundamental principles of this policy and has delegated responsibility for the implementation and monitoring of the policy to the Chief Financial Officer (CFO).

**DEFINITIONS:** Cardholder/User: The person for which the school credit card has been issued.

School credit card: The physical card and number associated with the card issued to the cardholder.

Administrator: The accounts payable staff member assigned to perform the online accounting process, follow up as required and file completed statement reconciliations.

### **SCHOOL CREDIT CARD USERS:**

3.01 The following positions are authorized credit Cardholders/Users: The Superintendent Of Schools, Chief Financial Officer, Director of Sports Programs and the Head of Divisions of each AIMS charter school. No other employee may use a AIMS school credit card without express written approval by the Superintendent.

### **USER RESPONSIBILITIES:**

- Credit Cardholders/Users must take proper care of their school credit card(s) and take all reasonable precautions against damage, loss or theft by adherence to the following provisions:
- All Cardholders/Users must keep secure and confidential all school credit card numbers and information.
- Cardholders/Users shall not store sensitive school credit card data, including full account number, type, expiration and track data, in any method on computers or networks.
- Cardholders/Users shall not transmit in an insecure manner, such as by email, unsecured fax or via mail, school credit card information.
- Cardholders/Users shall restrict access to credit card data and processing to the Administrator or other authorized individuals.
- Cardholders/Users shall maintain card information in a secure environment accessed only by the issued Cardholder/User.
- Except for the Superintendent, Cardholders/Users shall not be allowed to authorize payment of their own travel expenses. Travel expenses for any Cardholder/ User other than the Superintendent must be pre-approved by the Superintendent and the CFO.
- Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their school credit card, without which the Cardholder/User is responsible for the purchase.
- Cardholders/Users shall submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, travel and/or other actual and necessary expenses

which have been incurred in connection with school-related business for which the school credit card has been used.

- Failure to take proper care of school credit card(s) or failure to report damage, loss or theft may subject to the Cardholder/User to financial liability and discipline.

## **USAGE:**

School credit cards may only be used for legitimate AIMS charter school's business expenses and in accordance with American Indian Model Schools policies, as defined below.

- Credit cards shall only be used for transactions for which payment of check disbursement is not accepted or is not practicable, such as if the transaction would cause undue hardship to AIMS schools or the Cardholder/User.
- School credit card usage is limited to the following types of expenses. Any deviations from this usage policy must have prior written approval from the Superintendent or CFO. The Superintendent may also approve expenses.
- Business services, including catering or advertising.
- Business supplies, including office supplies, educational supplies, operation and maintenance supplies.
- Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.
- Payments to educational and charitable organizations, including schools, colleges, vocational schools and membership organizations.

***EXCLUSIONS:*** School credit cards shall not be used for cash advances, ATM, money orders, gift cards, alcohol, jewelry or clothing, medical expenses, or payment of fines or penalties unless prior written approval is received from the CFO. In no event shall a school credit card be used for a Cardholder/User's personal expenses.

- This policy and the schools' use of the school credit cards shall not circumvent AIMS purchasing policies and procedures. A school credit card shall be used as a method of payment only after all required purchasing forms have been completed, including but not limited to check request, purchase orders, travel vouchers and purchase requisitions.
- School credit card transactions are hereby authorized using the following methods:
- Card present (Point-of-sale) transactions: The Cardholder/User shall present the school credit card for purchase of goods and services. The Cardholder/User shall obtain a receipt for all purchases and credits, note the transaction with a purchase order number and check request number as required, and attach those approved documents for submission to the Administrator.
- Via telephone or mail order: The Cardholder/User shall provide the vendor or merchant the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid prior to providing school credit card data. The Cardholder/User shall note and record confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.

- Via internet: The Cardholder/User shall provide the vendor or merchant with the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid, and the website is secure prior to providing pertinent school credit card data. The Cardholder/User shall obtain a screen printout of the receipt, confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.
- Purchases shall not exceed the card limits per billing cycle set for school credit card use, or the overall financial credit limit of American Indian Model Schools. The Superintendent limit may be changed only by the Board of Directors. The list of limits by class of Cardholder/User will be maintained by the CFO and reviewed annually to ensure adherence to procurement policy thresholds.
- Any benefits of the school credit card such as membership awards programs are only to be used for the benefit of American Indian Model Schools and shall not be redeemed for personal use.
- Purchases that are unauthorized, illegal, representative of a conflict of interest, are personal in nature or otherwise violate the intent of this policy may result in credit card revocation and discipline of the Cardholder/User.

### **Documentation**

- The Administrator shall ensure AIMS maintains detailed documentation that all expenses charged to school credit cards are supported by: a credit card slip; a detailed invoice or receipt, and any other supporting detailed documentation, from the Cardholder/User as evidence of the validity of expenses; and a check request and any other necessary detailed documentation as outlined by AIMS schools' purchasing policies and procedures.
- The Administrator is responsible for accounting for all purchases within five (5) working days of receiving a credit card statement.
- The Accounts Payable Clerk shall ensure that all school credit card statements are reconciled prior to AIMS payment and recording of expenses in the general ledger.
- The Finance department will retain detailed receipts and documentation for no less than five (5) years following the purchase date.

All Credit card holders must acknowledge and sign a Credit Card Acknowledgement of Use Agreement prior to the issuance of a school credit card. (see Appendices)

### **ATTENDANCE**

Attendance Accounting California's compulsory education laws require children between six and eighteen years of age to attend school, with a limited number of specified exceptions. To comply with the compulsory attendance laws school districts account for students within their

jurisdiction. Further, school districts report enrollment and attendance for the purpose of obtaining revenue for the schools and classes operated by them.

According to the California State Controller's Office the majority of the attendance accounting errors are related to:

- Understated or overstated average daily attendance
- Inaccurate or incomplete attendance reports
- Attendance reports not reconciling to supporting documentation

While school districts are allowed to use automated attendance systems they must be approved by the California Department of Education.

It is the responsibility of the site administrator to ensure the accuracy of the process used in recording and reporting of student attendance. Procedures for use of these systems must comply with the requirements of the Education Code.

California Department of Education requires three attendance reports to be filed each year:

- P-1: this report is for the period between July 1 and December 31, inclusive. This is known as the first principal apportionment.
- P-2: this report covers the period between July 1 and April 15, inclusive.
- P-Annual: The period between July 1 and June 30 is known as the annual apportionment period.

### **School Calendar**

The school instructional calendar is determined every year and is different each calendar year. Normally the total number of days taught in a school year would be 180. School month is defined as twenty days or four weeks of five days each, including legal holidays.

### **Holidays**

Education Code Sections 37220 through 37222 prescribe the holidays for public schools. AIMS is a public school of choice that operates under the terms of a charter, or contract, with an authorizer, such as the state and local boards of education. While AIMS may revise the date upon which schools close in observance of the holidays identified in Education Code Section 37220, no changes may be made for Veterans Day.

### **Average Daily Attendance Reports**

Average Daily Attendance (ADA) is the basis upon which AIMS derives about 80% of its income. Accurate reporting of attendance is therefore critical. It is important to track the reasons for absences and encourage attendance for all students.

Monthly School Attendance Reports Five days following the end of the school month, sites are required to send monthly ADA reports to the Operations Department for compiling and calculating average daily attendance. Sites are required to send monthly ADA reports to the Business Department for compiling and calculating average daily attendance.

Daily Attendance Checklists and Due dates are given out at the beginning of each school year. Revised Reports For reporting purposes, prior period revised reports (if necessary) must be submitted along with the current month average daily attendance reports

### **Review of Attendance Reports by Site Administrators**

Before reports are sent to the Operations Department, a detailed review of the reports must be completed per the following checklist. The school month dates as per instruction calendar. The number of days taught as per instruction calendar. Staff development days as per staff development calendar. Site administrator's review to ensure accuracy of data Retention of Records Notes from parents and call-in logs supporting excused absences should be retained for one full year.

Notes from parents and logs should contain the following data:

- Name of student
- Date of absence
- Date of note or call
- Signature of parent or person taking call
- Reason for absence

## **PAYROLL**

Payrolls are processed semi-monthly employees, and only one warrant is prepared even though an employee may have done additional work.

### **Pay Periods**



- The warrant cycle for 12month employees is July through June received a minimum of 2 checks a month.
- Ten Month Salaries (teachers) are prorated over an eleven (10) month period. Those on an 10-month cycle will receive their first pay check in August and last pay warrant in June.

*\*Because payroll is distributed before month-end timecards are received, adjustments for such things as sick leave, vacation, etc. will be made on the following month's pay warrant.*

### **Warrant Distribution:**

Pay checks for ALL employees are Distributed in the Business Office by the Payroll Technician.

Employees responsible for distributing pay warrants and direct deposit notifications must follow the following procedures:

- Release pay warrants ONLY to the employee named on the warrant.
- Do not leave pay warrants in mailboxes.
- If the individual receiving the warrant is not personally known, a picture identification will be requested.
- Employees receiving pay warrants sign the Monthly Payroll Roster on the line next to their name.
- The individual distributing the warrants must sign the Payroll Roster.

### **Electronic Direct Deposit**

To participate in Direct Deposit of your paycheck, please contact complete the form during your on boarding process of contact Business Services to request an enrollment form will be sent to you to complete.

- Attach a voided check from the bank where you wish to deposit your check.
- It will take two payroll cycles for Direct Deposit to take effect.

All employees are encouraged to enroll in Direct Deposit.

### **Deadline for Changes**

Any changes to be made to an employee's pay must be received by Payroll in accordance with the semi-monthly payroll calendar release each Fiscal Year. (see Appendices)

Changes include, among others:

1. W-4's
2. Tax Exemptions
3. Credit union deposits

4. Direct Deposit forms

5. Health & Welfare benefits

Changes not received by Payroll on time will be processed the following month.

## **TIME MANAGEMENT**

### **Time Keeping**

Employees are instructed on the proper punching in and out utilizing a biometric clock to assure the accuracy of recorded time to cost objectives.

### **Procedures**

1. Employee time sheets are approved by School Heads. All deviations from pre-programmed parameters are approved by HR.
2. The total time recorded on time and attendance system and the number of employees is calculated by the payroll system and reviewed by HR and the back-office business services provider.
3. Recorded hours from the time clock punches are communicated to the Payroll Service electronically.
4. The payroll documents received from payroll software (e.g., calculations, payrolls and payroll summaries) are compared with employee punches, pay rates, payroll deductions, compensated absences etc. by the HR department and the back-office business services provider.
5. The back-office business services provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the back-office business services provider.
7. The Payroll Register is reviewed and approved by AIMS appropriate personnel.

### **How Do I Clock in and Out Using Swipeclock?**

To login and logout on Swipeclock

Your ID number will be provided to you during the on-boarding process.

ID # is the number that you use to clock in/out

It is normally located near the front desk.

- To clock in press 1 and then enter your code.
- To clock out - press 2 and then your code.

<https://www.swipeclock.com/pg/Ess/Default.aspx>

### **Absences**

All employees (staff and management) are required to submit an absence request to their through Swipeclock prior to being away from work for any reason other than illness. For illness,

the request may be submitted after the employee returns to duty. It is the employee and site principals' responsibility to establish procedures to ensure that all absences are correctly reported to HR and Payroll.

## Retirement Deductions

All full-time permanent employees must participate California Public Employees' Retirement System (CalPERS). The standard to consider for the membership eligibility of less than full-time employees in classified positions is whether they work 1,000 hours (if paid on an hourly basis) or 125 days (if paid on a daily or per diem basis) in a fiscal year (July 1 through June 30).

California Government Code (GC) section 20305(a)(3)(B) states that 125 eight-hour days equals 1,000 hours. Because the "overtime" provisions of G.C. section 20635 apply only to members of CalPERS, overtime service is included in computing the 1,000 hours or 125 days. Time, during which the member is paid for time excused from working due to vacation, sick leave, etc., is included in the 1,000 hours. Thus, any employee (except retirees) who completes 1000 hours in a classified position is automatically enrolled in CalPERS.

Cal PERS is a defined benefit plan and is coordinated with Social Security. Employees who retire from PERS are eligible for benefits from the retirement system as well as Social Security benefits. CalPERS provides each active member with a tax-free \$5,000 group term life insurance policy.

As a member of CalPERS, employees also participate in Social Security (with the exception of unit 8 employees who contribute \$2.00 under the 1959 Survivor benefit).

- **Social Security and Medicare taxes are withheld from your paycheck.**
- Withholding rates are 6.20 percent for Social Security and 1.45 percent for Medicare.
- Social Security maximum limits change each year with changes in the national average wage index. You can view the Contribution and Benefits Base at the following link, <http://www.ssa.gov/OACT/COLA/cbb.html>.
- There is no limit for Medicare.

Withholding Notification to IRS Employees claiming "exempt" must file a new W-4 with Payroll no later than February 17<sup>th</sup> of each year. Exempt status will expire every February and will revert back to non-exempt status automatically. Exempt may only be claimed if the employee had no tax liability for the prior year and if there is no tax liability expected for the current year.

Benefits

## BENEFITS

All employees who are employed on a regular basis with a Full Time Equivalent (FTE) are eligible for benefits. Employees should refer to their bargaining unit contracts for more information regarding Health and Welfare Benefits.

Those employees who elect to procure benefits from a source other than AIMS, must show proof of coverage i.e., Medical ID card with an effective date or a Creditable Coverage Notice,

## **FACILITY USE REGULATIONS & PROCEDURES**

Facilities Use Handbook A link to the Facilities Use Handbook follows:

DRAFT

# Appendices

DRAFT

DRAFT

# Coversheet

## Discussion Regarding Waste Management Increase

**Section:** II. Agenda Items  
**Item:** M. Discussion Regarding Waste Management Increase  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 7. Waste Management Increase.pdf



## AMERICAN INDIAN MODEL SCHOOLS

American Indian Model Schools has been contacted several times during September to inform us of the over-fill of our waste and recycle bins. In the last 30 days the recycle has been over 3 times and the trash has been over 6 times. Each overage is a \$150 charge:

Recycle:

3 x \$150 = \$450

Trash/Garbage

6 x \$150 = \$900

Overfilled bins which are a safety issue and a violation of the state health department codes, have impacted our September bill by \$1,350.

The increase in ordering and responsible recycling have contributed to these costs and to ensure we are not paying additional fees staff recommends increase to the current services.

### RECYCLE SERVICE:

Current								
Type	# Bins	Yards	Service / week	Base price/ month	Cost/ yard	Total yards		
Recycle	1	3	2	157.52	26.25	6		
Proposed								
	# Bins	Yards	Service / week	Base price/ month	Cost/ yard	Total yards	Cost difference	Additional yards/ wk
✓Option 1	1	4	2	214.79	26.85	8	57.27	2.00
Option 2	1	3	3	294.14	32.68	9	136.62	3.00

**STAFF RECOMMENDS:** RECYCLE Option 1: Increase by 2 Yards per week. This recommendation is partnership with Operations and Finance to ensure that service and cost are effective.

### TRASH/WASTE SERVICE:

Current								
Type	# Bins	Yards	Service / week	Base price/ month	Cost/ yard	Total yards		
Trash	1	3	4	2197.46	183.12	12		
Proposed								
	# Bins	Yards	Service / week	Base price/ month	Cost/ yard	Total yards	Cost difference	Additional yards/ wk
✓Option 1	1	4	4	2,833.40	177.09	16	635.94	4.00

**STAFF RECOMMENDS:** TRASH/WASTE Option 1: Increase by 4 Yards per week. This recommendation is partnership with Operations and Finance to ensure that service and cost are effective.



## Coversheet

### Discussion Regarding approval for AIMS P.O. over \$8,000

**Section:** II. Agenda Items  
**Item:** N. Discussion Regarding approval for AIMS P.O. over \$8,000  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 8. AIMS P.O. over \$8,000.pdf



# Invoice #4444

**From**

Ellevation Inc.  
 PO Box 83430  
 Woburn, MA 01813-3430

**Bill To**

American Indian Model Schools, CA  
 171 12TH STREET  
 oakland, ca 94607

**Invoice Summary**

<b>Invoice Number</b>	4444
<b>PO Number</b>	718991
<b>Date</b>	09/04/2018
<b>Terms</b>	Net 30
<b>Due Date</b>	10/04/2018
<b>Amount Due (USD)</b>	\$ 8,800.00

**Description**

Description	Quantity	Rate	List Price	Amount
This is your subscription fee for Ellevation for CA for the term starting 09/01/2018 and ending 08/31/2019.	1	3,800.00	3,800.00	3,800.00
This is your subscription fee for Strategies for the term starting 09/01/2018 and ending 08/31/2019.	1	5,000.00	5,000.00	5,000.00
<b>Amount Due (USD)</b>				<b>\$ 8,800.00</b>

Approved By: \_\_\_\_\_ Amount \$ 8,800.00  
 Date: \_\_\_\_\_  
 5877 / 400  
 Sent to CSMS

9/4/2018

Officewise

Status:  
OPEN 

Vendor	Bill to	Ship to	Date	P.O. #
Ellevation 38 Chauncy St. 9th Floor Boston , Massachu setts 02111 United States	Vannee Chand 171 12th Street Oakland, CA 94607 US	Vannee Chand 171 12th Street Oakland, CA 94607 US	08/29/2018	718991

Requisitioner	Due date	Quote#	Shipping
Vannee Chand	08/31/2018		

^	Item	Description	Quantity/M	Price	Tax	Amount
1	Ellevation Platform	Ellevation Platform	1	3000.00	N	3,000.00
	Account	Group	Tag	Memo		
	5877 - IT Services	ELD Dept.	None			
2	Ellevation Strategies	Ellevation Strategies	1 ea	5800.00	N	5,800.00
	Account	Group	Tag	Memo		
	4100 - Text Books and Materials	ELD Dept.	None			

Sub-total 8,800.00

Taxes (0.00%) 0.00

**Total 8,800.00**

**Comments**

Good afternoon,

I have attached a PO for the services.

**Attachments**

Ellevation and Strategies Estimate for American Model Indian Schools-Services.pdf (22.7 KB)

**Approvers**

Maya Woods-Cadiz (08/29/2018)



Vannee Chand  
 171 12th Street  
 Oakland, CA 94607 US

## Purchase Order

P.O. No. 718991  
 Date 08/29/2018  
 Due date 08/31/2018  
 Requisitioner Vannee Chand  
 Quote #  
 Shipping

Vendor  
**Ellevation**  
 38 Chauncy St. 9th Floor  
 Boston , Massachusetts 02111 United  
 States

Ship to  
 Vannee Chand  
 171 12th Street  
 Oakland, CA 94607 US

Description	Quantity	U.M.	Price	Amount
Ellevation Platform	1		3000 00	3,000 00
Ellevation Strategies	1	ea	5800 00	5,800.00

**Comments**  
 Good afternoon,

I have attached a PO for the services.

Sub-total	8,800.00
Taxes (0.00%)	0.00
<b>Total</b>	<b>8,800.00</b>



**Nob Hill Catering Inc**  
 San Carlos, CA 94070  
 601 Taylor Way

# Invoice

Date	Invoice #
8/31/2018	AJMS083118

<b>Bill To</b>
American Indian Model Schools 171 12th St. Oakland, CA 94607

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		8/31/2018			

Quantity	Item Code	Description	Price Each	Amount
480	AIMS-Lunch	8/13/18-8/17/18 K-1st Lunch	2.88	1,382.40
2,560	AIMS-Lunch	2nd-8th Lunch	2.88	7,372.80
400	AJMS-Lunch	8/20/18-8/24/18 K-1st Lunch	2.88	1,152.00
2,350	AIMS-Lunch	2nd-8th Lunch	2.88	6,768.00
400	AIMS-Lunch	8/27/18-8/31/18 K-1st Lunch	2.88	1,152.00
1,880	AIMS-Lunch	2nd-8th Lunch	2.88	5,414.40

Approved by \_\_\_\_\_ Amount \$ **23,241.60**  
 School/Class AIPCS 020 / A POSN 033 / AIPCS 140  
 Other Class Central 010 / Non Public Fund  
 S.L.A. # **4700**  
 Posted on QB / Sent to USMS

**3951.67**

Please remit payment directly to: <b>NOB HILL CATERING, INC.</b> 601 Taylor Way San Carlos, CA 94070	<b>Total</b> <span style="float: right;">\$23,241.60</span>
---	---



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

Friday, August 17, 2018

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8008

**American Indian Model Schools**  
 8/13/18-8/17/18  
 AIMS081718

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

DUPLICATE	
<b>Date range: 8/13/18-8/17/18</b>	
<b>Lunch (K-1st)</b>	
Monday, August 13, 2018	120
Tuesday, August 14, 2018	120
Wednesday, August 15, 2018	80
Thursday, August 16, 2018	80
Friday, August 17, 2018	80
<b>Week Total</b>	<b>480</b>
<b>Lunch (2nd-8th)</b>	
Monday, August 13, 2018	600
Tuesday, August 14, 2018	550
Wednesday, August 15, 2018	470
Thursday, August 16, 2018	470
Friday, August 17, 2018	470
<b>Week Total</b>	<b>2,560</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8008

Friday, August 24, 2018

**American Indian Model Schools**  
 8/20/18-8/24/18  
 AIMS082418

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

Date Range: 8/20/18-8/24/18	
<b>Lunch (K-1st)</b>	
Monday, August 20, 2018	80
Tuesday, August 21, 2018	80
Wednesday, August 22, 2018	80
Thursday, August 23, 2018	80
Friday, August 24, 2018	80
<b>Week Total</b>	<b>400</b>
<b>Lunch (2nd-5th)</b>	
Monday, August 20, 2018	470
Tuesday, August 21, 2018	470
Wednesday, August 22, 2018	470
Thursday, August 23, 2018	470
Friday, August 24, 2018	470
<b>Week Total</b>	<b>2,350</b>



**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

801 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8008

# INVOICE

Friday, August 31, 2018

**American Indian Model Schools**  
 8/27/18-8/31/18  
 AIMS083118

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

Date range: 8/27/18-8/31/18	
<b>Lunch (K-1st)</b>	
Monday, August 27, 2018	
Tuesday, August 28, 2018	100
Wednesday, August 29, 2018	100
Thursday, August 30, 2018	100
Friday, August 31, 2018	100
<b>Week Total</b>	<b>400</b>
<b>Lunch (2nd-8th)</b>	
Monday, August 27, 2018	
Tuesday, August 28, 2018	470
Wednesday, August 29, 2018	470
Thursday, August 30, 2018	470
Friday, August 31, 2018	470
<b>Week Total</b>	<b>1,880</b>



# Bill

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

Date	Ref. No.
08/31/2018	AIMS083118

Vendor
Nob Hill Catering Inc 601 Taylor Way San Carlos, CA 94070

Bill Due	08/31/2018
Terms	Due on receipt
Memo	AIMS083118

## Expenses

Account	Memo	Amount	Customer:Job	Class
Food Lunch Program NSLP offset	Lunch Program	3,951.07		18-19 AIPCS I 020
Grades K-1	Lunch Program	3,486.24		GRD 6-8only
Grades 2-5	Lunch Program	7,902.14		18-19 AIPCS II K-8
Grades 6-8	Lunch Program	7,902.15		CSMC
				18-19 AIPCS II K-8
				CSMC
				18-19 AIPCS II K-8
				CSMC

Expense Total : 23,241.60

**Bill Total : \$23,241.60**



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 07, 2018

American Indian Model Schools  
 9/03/18-9/07/18  
 AIMS090718

American Indian Model Schools  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/03/18-9/07/18</b>	
<b>Lunch (K-1st)</b>	
Monday, September 03, 2018	
Tuesday, September 04, 2018	100
Wednesday, September 05, 2018	100
Thursday, September 06, 2018	100
Friday, September 07, 2018	100
<b>Week Total</b>	<b>400</b>
<b>Lunch (2nd-5th)</b>	
Monday, September 03, 2018	
Tuesday, September 04, 2018	490
Wednesday, September 05, 2018	480
Thursday, September 06, 2018	490
Friday, September 07, 2018	490
<b>Week Total</b>	<b>1,950</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 14, 2018

**American Indian Model Schools**  
 9/10/18-9/14/18  
 AIMS091418

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/10/18-9/14/18</b>	
<b>Lunch (K-1st)</b>	
Monday, September 10, 2018	100
Tuesday, September 11, 2018	100
Wednesday, September 12, 2018	100
Thursday, September 13, 2018	100
Friday, September 14, 2018	100
<b>Week Total</b>	<b>500</b>
<b>Lunch (2nd-8th)</b>	
Monday, September 10, 2018	480
Tuesday, September 11, 2018	480
Wednesday, September 12, 2018	485
Thursday, September 13, 2018	480
Friday, September 14, 2018	495
<b>Week Total</b>	<b>2,420</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8008

Friday, September 21, 2018

**American Indian Model Schools**  
 9/17/18-9/21/18  
 AIMS092118

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/17/18-9/21/18</b>	
<b>Lunch (K-1st)</b>	
Monday, September 17, 2018	100
Tuesday, September 18, 2018	100
Wednesday, September 19, 2018	100
Thursday, September 20, 2018	100
Friday, September 21, 2018	100
<b>Week Total</b>	<b>600</b>
<b>Lunch (2nd-8th)</b>	
Monday, September 17, 2018	482
Tuesday, September 18, 2018	485
Wednesday, September 19, 2018	475
Thursday, September 20, 2018	485
Friday, September 21, 2018	495
<b>Week Total</b>	<b>2,422</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 28, 2018

**American Indian Model Schools**  
 9/24/18-9/28/18  
 AIMS092818

**American Indian Model Schools**  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/24/18-9/28/18</b>	
<b>Lunch (K-1st)</b>	
Monday, September 24, 2018	100
Tuesday, September 25, 2018	100
Wednesday, September 26, 2018	100
Thursday, September 27, 2018	100
Friday, September 28, 2018	
<b>Week Total</b>	<b>400</b>
<b>Lunch (2nd-8th)</b>	
Monday, September 24, 2018	495
Tuesday, September 25, 2018	508
Wednesday, September 26, 2018	500
Thursday, September 27, 2018	505
Friday, September 28, 2018	
<b>Week Total</b>	<b>2,008</b>



**Nob Hill Catering Inc**  
 San Carlos, CA 94070  
 601 Taylor Way

# Invoice

Date	Invoice #
9/28/2018	AIHS092818

<b>Bill To</b>
American Indian High School 171 12th St. Oakland, CA 94607

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		9/28/2018			
Quantity	Item Code	Description			Price Each	Amount
800	AIMS-Lunch	9/3/18-9/7/18 Lunch			2.88	2,304.00
950	AIMS-Lunch	9/10/18-9/14/18 Lunch			2.88	2,736.00
952	AIMS-Lunch	9/17/18-9/21/18 Lunch			2.88	2,741.76
775	AIMS-Lunch	9/24/18-9/28/18 Lunch			2.88	2,232.00
Please remit payment directly to: <b>NOB HILL CATERING, INC.</b> 601 Taylor Way San Carlos, CA 94070					<b>Total</b>	<b>\$10,013.76</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8008

Friday, September 07, 2018

**American Indian High School**  
 9/03/18-9/07/18  
 AIHS090718

**American Indian High School**  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/03/18-9/07/18</b>	
<b>Lunch</b>	
Monday, September 03, 2018	
Tuesday, September 04, 2018	200
Wednesday, September 05, 2018	200
Thursday, September 06, 2018	200
Friday, September 07, 2018	200
<b>Week Total</b>	<b>800</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 14, 2018

American Indian High School  
 9/10/18-9/14/18  
 AIHS091418

American Indian High School  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/10/18-9/14/18</b>	
<b>Lunch</b>	
Monday, September 10, 2018	190
Tuesday, September 11, 2018	190
Wednesday, September 12, 2018	190
Thursday, September 13, 2018	190
Friday, September 14, 2018	190
<b>Week Total</b>	<b>950</b>





# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 21, 2018

**American Indian High School**  
 9/17/18-9/21/18  
 AIHS092118

**American Indian High School**  
 171 12th St.  
 Oakland, CA 94607

Quantity	
<b>Date range: 9/17/18-9/21/18</b>	
<b>Lunch</b>	
Monday, September 17, 2018	187
Tuesday, September 18, 2018	190
Wednesday, September 19, 2018	195
Thursday, September 20, 2018	190
Friday, September 21, 2018	190
<b>Week Total</b>	<b>952</b>



# INVOICE

**Lunchmaster School Lunch Program**  
*Brought to you by Nob Hill Catering, Inc.*

601 Taylor Way  
 San Carlos, CA 94070  
 Phone: 650.596.8008  
 Fax: 650.596.8006

Friday, September 28, 2018

**American Indian High School**  
 9/24/18-9/28/18  
 AIHS092818

**American Indian High School**  
 171 12th St.  
 Oakland, CA 94607

	Quantity
<b>Date range: 9/24/18-9/28/18</b>	
<b>Lunch</b>	
Monday, September 24, 2018	195
Tuesday, September 25, 2018	190
Wednesday, September 26, 2018	195
Thursday, September 27, 2018	195
Friday, September 28, 2018	
<b>Week Total</b>	<b>775</b>



**Nob Hill Catering Inc**  
 San Carlos, CA 94070  
 601 Taylor Way

# Invoice

Date	Invoice #
9/28/2018	AIMS092818

<b>Bill To</b>
American Indian Model Schools 171 12th St. Oakland, CA 94607

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		9/28/2018			

Quantity	Item Code	Description	Price Each	Amount
400	AIMS-Lunch	9/3/18-9/7/18 K-1st Lunch	2.88	1,152.00
1,950	AIMS-Lunch	2nd-8th Lunch 9/10/18-9/14/18	2.88	5,616.00
500	AIMS-Lunch	K-1st Lunch	2.88	1,440.00
2,420	AIMS-Lunch	2nd-8th Lunch 9/17/18-9/21/18	2.88	6,969.60
500	AIMS-Lunch	K-1st Lunch	2.88	1,440.00
2,422	AIMS-Lunch	2nd-8th Lunch 9/24/18-9/28/18	2.88	6,975.36
400	AIMS-Lunch	K-1st Lunch	2.88	1,152.00
2,008	AIMS-Lunch	2nd-8th Lunch	2.88	5,783.04

Please remit payment directly to: <b>NOB HILL CATERING, INC.</b> 601 Taylor Way San Carlos, CA 94070	<b>Total</b> \$30,528.00
---	--------------------------

8/7/2018

Invoice: American Indian Model Schools

10

CSMC  
 43460 Ridge Park Drive Suite 100  
 Tamecula CA 92590  
 Phone: 888 994 CSMC

# INVOICE



American Indian Model Schools  
 171 12th Street  
 Oakland CA 94607

Invoice #:	37309
Date:	September 15, 2018
Balance Due (USD):	\$18,894.00

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
BBO, PS & CALPADS	Business Back-Office, PowerSchool & CALPADS Support	18,894.00	1	18,894.00
NOTES: October 2018 Invoice				
<b>Subtotal:</b>				<b>18,894.00</b>
<b>Total:</b>				<b>18,894.00</b>
<b>Amount Paid:</b>				<b>0.00</b>
<b>Balance Due (USD):</b>				<b>\$18,894.00</b>
<p><b>Due Date: October 1st, 2018</b>                      CSMC will be enforcing late penalties of 1.5% after 30 days from the due date.</p>				

Approved By \_\_\_\_\_ Amount \$ 18,894.00  
 School/Class AIFCS 020 \_\_\_\_\_ AIPCSII 030 \_\_\_\_\_ AIPHS 040 \_\_\_\_\_  
 Other Class Central: 010 \_\_\_\_\_ Non Public Fund \_\_\_\_\_  
 G/L Acct# \_\_\_\_\_ 5973  
 Posted on OB \_\_\_\_\_ Sent to CSMC

# Coversheet

## Discussion Regarding Vendors List

**Section:** II. Agenda Items  
**Item:** O. Discussion Regarding Vendors List  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 1819 Pre-approved Vendor List October (1).pdf

**Vendor List**  
Pre-Approved 2017

<p><b>American Indian Model Schools</b> <b>2018-2019 PRE-APPROVED VENODR LIST</b></p>
---

AREA	VENDOR	SERVICE TYPE	NOTES	PRE-APPROVAL STATUS	APPROVAL DATE
Business	Franchise Tax Board	Operations			
Human Capital	Aflac	Health & Welfare		Back Office Auto-Pay	7/1/2018
Human Capital	California State Disbursement Unit	Garnishments/CH Supp			
Human Capital	Kaiser Permanente	Health & Welfare		Back Office Auto-Pay	7/1/2018
Human Capital	PAYBRIDGE-INVOICE	Payroll Processing		Policy Exemption	7/1/2018
Human Capital	PAYROLL TAX-PAYBRIDGE	Payroll Processing		Policy Exemption	7/1/2018
Human Capital	Regional Employee Benefits Council	Health & Welfare			
Human Capital	Swing Education	Subs for Teachers		Board Approved Agreement 9/18/2018	9/18/2018
Human Capital	VSP Vision Insurance	Health & Welfare		Back Office Auto-Pay	7/1/2018
Infrastructure	Alameda County Property Tax	Operations			
Infrastructure	AT&T	Communication		Policy Exemption	7/1/2018
Infrastructure	AT&T Wireless	Communication		Policy Exemption	7/1/2018
Infrastructure	Berkshire Hathaway Oak River Auto Pay	Workers Comp			
Infrastructure	Capital Prem D&O loan 288122	Directors/Officers Ins			
Infrastructure	Charter School Management Corp	Back office support			
Infrastructure	Comcast	Communication/Internet			
Infrastructure	Comcast Business 939756933	Communication/Internet			
Infrastructure	East West Bank-Mortgage	Housing		Policy Exemption	7/1/2018
Infrastructure	EBMUD	Housing		Policy Exemption	7/1/2018
Infrastructure	Great American Insurance Co.	Property/Liability			
Infrastructure	OUSD-Rent Roosevelt/Lakeview	Housing	Agreement approval required	Policy Exemption	7/1/2018
Infrastructure	PG & E	Electricity and Gas		Policy Exemption	7/1/2018
Infrastructure	Pitney Bowes-Purchase Power	Postage			
Infrastructure	Waste Management	Routine Repair/Maint		Policy Exemption	7/1/2018
Operations	Acme Fire Extinguisher Co.	Fire Extinguisher			
Operations	Carrier Corporation	HVAC Services			
Operations	Clark Pest Control	Routine Repair/Maint			
Operations	CLM Group, Inc/ Mealtime	Lunch Program			
Operations	Elan Corporate-Credit Cards	Credit Card			
Operations	Fire & Security Alarm Company	Alarm Services			
Operations	First Note Inc	Prop 39 Project Management			
Operations	National Payment Center(Us Dept of Ed)	Federal Finance Requests			
Operations	Paramount Elevator	Routine Repair/Maint		Board Approved Agreement 8/21/2018	8/21/2018
Operations	State Board of Equalizations	State Taxes			
Operations	US Bank Equipmnt Finance	Copier Leases			
Operations	Verizon Wireless	Communication			
School Operations	Alhambra Water	Water			
School Operations	Bay Area Community Resouce (BACR)	Afterschool			
School Operations	Illuminate	Student License Software		Board Approved Agreement 8/21/2018	8/21/2018
School Operations	Nob Hill Catering Inc	Lunch Program	Concern: Late Fees		
School Operations	Rojas Janitorial Service	Cleaning Services			
School Operations	School Food Solution	Back office Support - Food Srv			
School Operations	Staples Advantage	School Supplies			
School Operations	Xerox Corporation	Copier Leases			
School Operations	Xerox Financial Services	Copier Leases			

**VENDORS TO DECOMMISSION FOR 2018-2019**

Retired FY 18-19	<b>A&amp;M Telecommunications</b>	Wiring/Phones	Retired FY 18-19	Retired FY 18-19	
Retired FY 18-19	<b>CyberDec</b>		Retired FY 18-19	Retired FY 18-19	
Retired FY 18-19	<b>Harland Clarke check order</b>	Check-Stock	Retired FY 18-19	Retired FY 18-19	

# Coversheet

## Discussion Regarding TOR

<b>Section:</b>	II. Agenda Items
<b>Item:</b>	P. Discussion Regarding TOR
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	TOR.pdf

# Teachers

## ON RESERVE

## School Agreement

### TEACHERS ON RESERVE SCHOOL SERVICE AGREEMENT School Year 2018-2019

This School Service Agreement ("**Agreement**") is entered into by and between the "**School**" (specifically identified at the signature line of this Agreement) and Teachers on Reserve ("TOR") as follows:

1. School will assign a staff person to act as a contact for each particular TOR assigned teacher ("**Teacher**" or collectively, "**Teachers**"), and provide such Teacher with lesson plans and/or information about assigned duties, and the School's discipline, accident and emergency procedures, prior to our employee starting the assignment.
2. All assignments are to be scheduled through the TOR office, even continuation of existing assignments. Please do not ask any Teacher for his or her telephone numbers to schedule with them directly, because they are not at liberty to make those scheduling decisions. TOR will make every effort to assign a teacher the School has requested, provided TOR has enough notice to do so, and the requested teacher is available. Assignments are to be scheduled with the start time the Teacher is expected to arrive (TOR recommends at least 10 minutes prior to the actual class start time), and a stop time when the assignment is to end. Schools shall be billed for the approved hours on the Time Sheet, which reflect the assignment hours requested by the School, (including breaks). All assignments must be scheduled for a minimum of four or more hours per day. Assignments that are less than four hours per day will be billed as a four-hour minimum, with the exception of the following (which applies to advance-notice assignments only): If the Teacher arrives late, the School will be billed for the four hour minimum minus the amount of time the Teacher was late.
3. All applicable state wage and hour rules (including overtime for all hours in excess of 8 per day and 40 per work week) and employee meal and rest breaks will be consistently implemented. This includes at least ½ hour uninterrupted meal break for more than five hours work and/or 10 minutes for every 4 hours work. As required by CA Labor law if a Teacher is denied their meal or rest breaks and TOR is made aware, they may be billed for an additional hour of pay.
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**WHEREFORE**, the parties have duly executed this Agreement as of the dates set forth under their respective signatures.

**Name of School**

American Indian Public Charter Middle School #1

**School Administrator Name**

**Title of School Representative**

**Electronic Signature**

**Today's Date**

SUBMIT

## Insurance Information

## Live Scan & TB Test Information

# Teacher Rates



# Teachers

## ON RESERVE

## School Agreement

### TEACHERS ON RESERVE SCHOOL SERVICE AGREEMENT School Year 2018-2019

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**Name of School**

American Indian Public High School

**School Administrator Name**

**Title of School Representative**

**Electronic Signature**

**Today's Date**



SUBMIT

## Insurance Information



## Live Scan & TB Test Information

## Teacher Rates



# Teachers

## ON RESERVE

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**Name of School**

American Indian Public Charter High School

**School Administrator Name**

**Title of School Representative**

**Electronic Signature**

**Today's Date**



SUBMIT

## Insurance Information

## Live Scan & TB Test Information

# Teacher Rates





# Teachers

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## School Agreement

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**Name of School**

American Indian Public Charter School II

**School Administrator Name**

**Title of School Representative**

**Electronic Signature**

**Today's Date**

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SUBMIT

## Insurance Information

## Live Scan & TB Test Information

# Teacher Rates



# Coversheet

## Discussion Regarding 12-Month Pay for 11-month Employees

**Section:** II. Agenda Items  
**Item:** Q. Discussion Regarding 12-Month Pay for 11-month Employees  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Summer Holdback for 10 month Employees.pdf



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# Summer Holdback for 10-Month Employees

Presented by HR and Finance

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# What...

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Summer Holdback is essentially holding pay out of an employees' check, to be paid out over the summer

# Why...

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For employees to have some income over the summer

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# How does it work?

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- Employees to have 13% withheld of each paycheck
  - Smaller take home pay in 20 pay periods (10-months)
  - Employees see additional 3 paychecks in the summer
  - Employee can see Summer Holdback Pay accrual in each paystub
  - Summer Paychecks have no deductions and is as close to regular salary as financially possible
  - When terminating, employee receives two pay checks, regular and Summer Holdback
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# Guidelines

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- Annual Enrollment Form
  - AIMS communicate to CSMC for processing
  - Eligibility is 10-Month employees
  - Summer payments are 7/15/19, 7/30/19, 8/15/19
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# Impact to AIMS

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It is essentially unpaid wages for the employer, and is a liability on the books. The Finance office must assure at all times that the liability amount remains in the cash account, available for withdrawal by the employee.

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# Simple employee example

<b><u>EXAMPLE</u></b>	<b>REG 10 MO</b>	<b>13%</b>	<b>SUMMER</b>
	<b>PAY</b>	<b>DEDUCTION</b>	<b>HOLD PAY</b>
<b>Septemeber</b>	\$ 3,000	\$ 390	\$ 2,610
<b>October</b>	\$ 3,000	\$ 390	\$ 2,610
<b>November</b>	\$ 3,000	\$ 390	\$ 2,610
<b>December</b>	\$ 3,000	\$ 390	\$ 2,610
<b>January</b>	\$ 3,000	\$ 390	\$ 2,610
<b>February</b>	\$ 3,000	\$ 390	\$ 2,610
<b>March</b>	\$ 3,000	\$ 390	\$ 2,610
<b>Arpil</b>	\$ 3,000	\$ 390	\$ 2,610
<b>May</b>	\$ 3,000	\$ 390	\$ 2,610
<b>June</b>	\$ 3,000	\$ 390	\$ 2,610
<b>July (new Fiscal Yr)</b>	\$ -	\$ -	\$ 1,950
<b>August (new Fiscal YR)</b>	\$ -	\$ -	\$ 1,950
<b>CONTRACTED PAY</b>	<b>\$ 30,000</b>	<b>\$ 3,900</b>	<b>\$ 30,000</b>

# Coversheet

## Discussion Regarding HR Personnel Report

**Section:** II. Agenda Items  
**Item:** R. Discussion Regarding HR Personnel Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** HR Personnel Report October 2018 (1).pdf

**Personnel Report  
AIPCS,AIPCSII,AIPHS September 2018**

Name	AIPCS I, II, or HS	Position	Hire/ Termination Date	Employ, Resign, Or Terminate
Leo Henry	AIPCS II	Teacher	9/24/2018	Employ
Aida Leyva	HS	Teacher	10/1/2018	Employ
John Kyle Gregory	HS	Instructional Assistant II	10/1/2018	Employ
Logan Wallace	AIPCS II	Instructional Assistant III	10/4/2018	Employ
Matthew Taylor	Central	Secretary, Board of Directors	9/25/2018	Employ
Sabrina Clark	AIPCS II	Clerk 1	8/1/2018	Employ
MiaoChang Wu	HS	Student Supervisor Aide	9/13/2018	Employ
Serge Kamga	AIPCS II	Teacher	9/17/2018	Resign
Peter Saechao	Central	HR Coordinator	9/12/2018	Resign
Jamie Fox	AIPCS II	Instructional Assistant II	9/15/2018	Resign
Wang Benjamin	Central	Clerk 1	8/22/2018	Resign
Liu Wen	AIPCS II	Clerk 1	7/31/2018	Resign

First Name	Last Name	School	Position	Salary (2018-2019)	Benefits	Total Days	Vacation	Sick Leave	Summer Pay	Credential	Credential Expires
Leo	Henry	AIPCS II	Teacher	\$52,320.00	Yes	190	25	10	14	Single Subject Science	Pending
Aida	Leyva	HS	Teacher	\$52,320.00	Yes	190	25	10	14	Single Subject Foreign Language Spanish	6/1/2020
John Kyle	Gregory	HS	Instructional Assistant II	\$43,615.00	Yes	190	25	10	14	N/A	N/A
Logan	Wallace	AIPCS II	Instructional Assistant III	\$49,342.00	Yes	190	25	10	14	N/A	N/A
Matthew	Taylor	Central	Secretary, Board of Directors	\$41,250.00	Yes	240	32	12	N/A	N/A	N/A
Sabrina	Clark	AIPCS II	Clerk 1	\$15.00	Yes	240	32	12	N/A	N/A	N/A
MiaoChang	Wu	HS	Student Supervisor Aide	\$15.00	No	190	N/A	N/A	14	N/A	N/A



# Coversheet

## Approval for Leadership Training Out of State

**Section:** II. Agenda Items  
**Item:** T. Approval for Leadership Training Out of State  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
Out of State Training - Register - ExcelinEd 2018 National Summit on Education Reform.pdf



## 2018 NATIONAL SUMMIT ON EDUCATION REFORM

December 5th - 7th, 2018

Marriott Marquis Washington, DC

REGISTER



### Convening the Nation's Leaders in Education Reform

The National Summit on Education Reform convenes the nation's leaders in education policy to share what works, what doesn't and what's next in education. Join our chairman, Governor Jeb Bush, in Washington, D.C. on December 5-7 as we host more than 1,000 legislators, state superintendents, policymakers and thought leaders at the 11th annual National Summit.

The packed two-day event will feature notable keynote speakers and in-depth strategy sessions on new trends, successful policies and the latest innovations that are transforming education for the 21st century. Sessions provide an unparalleled forum for attendees to explore the best practices so critical to improving education in states across the nation.

### #EIE18 Starts In

63  
Days

8  
Hours

2  
Minutes

22  
Seconds

Register Today!

Registration is now open! Ranked as a Can't Miss Education Conference for 2018 by Getting Smart, the National Summit is the only conference of its kind to feature a broad range of choice, innovation and accountability policies that prioritize student success. Reserve your spot today!

**Register for #EIE18**

	PRICE	TOTAL	QTY
<b>Regular</b> Register by Friday, Nov. 16. Includes access to all keynote, general and strategy sessions, as well as five meals, numerous snack breaks and an evening cocktail reception on Thursday, Dec. 6.	<b>US\$649</b>	<b>US\$649</b>	0 <input type="text"/>
Ends Nov 16			
<b>Late/On-Site</b> If space allows, Late/On-Site registration will be available after Nov. 26. Includes access to all keynote, general and strategy sessions, as well as five meals, numerous snack breaks and an evening cocktail <a href="#">Read more</a>	<b>US\$725</b>	<b>US\$725</b>	Sale starts Nov 26
<b>Single Day Pass</b> Single Day registration includes access to one day of keynote, general and strategy sessions, as well as all meals and snack breaks on the selected day.	<b>US\$450</b>	<b>US\$450</b>	0 <input type="text"/>
Ends Nov 16			

## Engaging Speakers and Strategy Sessions

For more than 10 years, the National Summit has featured keynote and general sessions with nationally renowned speakers plus strategy sessions featuring policy experts, legislators and education thought leaders.

## Keynote Speakers



(/agenda/speakers/291453)

Jeb Bush

Founder and Chairman

ExcelinEd



(/agenda/speakers/300184)

Eva Moskowitz

Founder and Chief Executive Officer

Success Academy Charter Schools



(/agenda/speakers/291647)

Raj Chetty

William A. Ackman Professor of Economics

The Equality of Opportunity Project



(/agenda/speakers/300293)

Howard Fuller

Director of the Institute for the Transformation of Learning and Professor of Education

Marquette University



(/agenda/speakers/300297)

Chip Heath

New York Times Best-Selling Author and Professor

Stanford Graduate School of Business



(/agenda/speakers/291648)

Andreas Schleicher

Directorate for Education and Skills

Organisation for Economic Co-operation and Development

## Agenda Overview

*The following times are approximate and subject to change.*

### Wednesday, December 5 — Early Registration

- Invitation-only Workshops & Meetings
- 3:30-6:00PM: Early Registration

### Thursday, December 6 — #EIE18 Day 1

- 7:00AM: Registration Opens
- 7:45-8:30AM: Networking Breakfast
- 8:45-9:45AM: Opening Keynote
- 10:00-11:00AM: Strategy Sessions 1-3
- 11:30AM-1:00PM: Keynote Lunch
- 1:15-2:15PM: Strategy Sessions 4-6

- o 2:45-4:00PM: General Session
- o 4:15-5:15PM: Strategy Sessions 7-9
- o 5:30-6:15PM: Sponsored Roundtable Sessions
- o 6:00-7:00PM: Reception

**Friday, December 7 — #EIE18 Day 2**

- o 7:15-8:15AM: Networking Breakfast
- o 8:15-9:15AM: Morning Keynote
- o 9:45-10:45AM: General Session
- o 11:00AM-12:00PM: Strategy Sessions 10-12
- o 12:15-1:30PM: Closing Keynote

## Strategy Sessions

#EIE18 features 12 in-depth strategy sessions on quality, innovation and opportunity in education.

- o Innovations in Student Assessment and Reporting
- o Rising to the Challenge of School Turnaround: Leveraging Choice, Federal Funds and Effective Instructional Resources
- o The Science of Learning: Pre-K and Early Literacy
- o Dollars Driving Results: Funding Lessons from Higher Ed
- o Addressing Critical Gaps in Teaching Capacity
- o Integrating Social Emotional Learning & Academic Development: Latest Research and Solutions for State Policymakers
- o Journeys in Innovation: Local Leaders Share Their Stories
- o Fast Tracks to the Economy's Most In-Demand Jobs: Strengthening State Career and Technical Education Programs
- o Hacking College Access and Affordability
- o Where the Schools Have No Zones: State Open Enrollment Policies
- o Barriers No More: Facilities Access for Charter Schools
- o Policy Primer: 2018 Changes Impacting Private School Choice

[View Full Agenda](#)

<https://www.excelinedsummit.org/agenda>

## What You Need to Know

Easy access to everything you need to know about #EIE18, plus information on previous events below.

### Where to Stay

All #EIE18 sessions will take place at the Marriott Marquis Washington, DC. Book your room at the discounted group rate online (<https://book.passkey.com/event/49594527/owner/10764415/home>) or by calling 855.821.4281. Hurry before they sell out!

### News & Blogs

News and information on all things National Summit is available on our website (<https://www.excelined.org/search?topic=2360&policy=@ions=&date=All+Dates&user=0>). Learn about our keynote speakers (<https://www.excelined.org/news/just-released-eie18-keynote-general-session-speakers/>) and strategy sessions (<https://www.excelined.org/news/just-released-strategy-session-titles/>).

### Past Events

The past 10 years has taken us across the country to bring together state and local policymakers, education leaders, advocates and the very best speakers. View past agendas and videos (<https://www.excelined.org/national-summit/>) all the way back to 2008!