

AIMS K-12 College Prep Charter District

Regular Board Meeting

Date and Time

Tuesday October 23, 2018 at 6:30 PM PDT

guest presenters

Location

171 12th St. Oakland, CA 94607

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

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

Purpose Presenter Time C. Adoption of Agenda Vote 2 m - Board President, Mr. Steven Leung 10 m **D.** Public Comment on Non-Agenda Items Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section). E. 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 Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section). 6:55 PM **Non-Action Items** FYI A. President's Report 5 m - Board President, Mr. Steven Leung FYI 5 m Superintendent's Report - Superintendent Woods-Cadiz C. AIMS K-12 Report FYI 5 m

- Human Resources Coordinator, Ms. Alma Morales

- Division Heads - Mr. Peter Holmquist, Mr. Maurice Williams,

- Head of School - Mr. Tareyton Russ

D. Human Resources Report

Mr. Christopher Ahmad, & Ms. Erin Oh

II.

FYI

5 m

Purpose Presenter Time **Operations Report** FYI 5 m - Data, Accountability, and Operations Director, Ms. Marisol Magana - Data, Accountability, and Operations Manager, Ms. Tiffany Tung FYI 5 m F. ELD Coordinator Report - ELD Coordinator, Ms. Vannee Chand 7:25 PM III. **Action Items** A. Consent Calendar Vote 10 m 1. Personnel Report Human Resources Coordinator, Ms. Alma Morales 2. Approval of Board Meeting Minutes for September 18th, 2018 3. Approval for Checks over \$8,000.00 4. Approval for Water Heater - Data, Accountability and Operations Director, Ms. Marisol Magana 5. Approval for Techbridge Girls and AIMS Partner Agreement - Superintendent Woods-Cadiz Discussion and Possible Action Regarding Vote 5 m Leadership Training - Superintendent Woods-Cadiz C. Discussion and Possible Action Regarding PIP 5 m Vote Request for Khala Coley - Human Resources Coordinator, Ms. Alma Morales Discussion and Possible Action Regarding Vote 5 m Proposal for Gate - Data, Accountability and Operations Director, Ms. Marisol Magana IV. **Closed Session** 7:50 PM

		Purpose	Presenter	Time
A.	Public Comment on Closed Session Items	FYI		10 m
	Public Comment on closed session items is set as address items on the Board's agenda for closed so not respond or take action in response to Public C ask clarifying questions or direct staff. Comments person, and a total time allotted for all public c minutes (10 minutes per section).	ession. The Boa comment, except are limited to	rd of Directors will t that the board may two (2) minutes per	
В.	Recess to Closed Session	Discuss		45 m
	Closed Session Items:			
	Public Employer Discipline/Dismissal/Relea (Gov. Code Section 54957)	se		
	2. Conference with Real Property Negotiators (Gov. Code Section 54956.9)			
	3. Conference with Legal Counsel - Anticipate (Gov. Code Section 54956.9)	d Litigation		
C.	Reconvene from Closed Session	Vote		2 m
	Roll Call			
D.	Report from Closed Session	FYI		3 m
	- Board President, Mr. Steven Leung			
Clo	sing Items			8:50 PM
A.	Items for Next Agenda	Discuss		5 m
	-			
	-			
	-			
В.	Adjourn Meeting	FYI		

V.

C.

Certification of Posting

	Purpose	Presenter	Time
NOTICES	FYI		
The next regular meeting of the Board November 20, 2018 @ 6:30 pm. AIMS of disability in the admission or access to programs or activities. Marisol Magana for disability-related modifications or a individuals with disabilities to participate Please notify Marisol Magana at (510)2 any disability accommodations being meeting.	loes not discriminate o, or treatment or em a has been designate accommodations in c ate in open and publi 220-9985 at least 24 h	on the basis of ployment in, its of to receive requests order to enable to meetings at AIMS.	•
I, hereby co	ertify that I posted th	is agenda at the AIMS	S
Campus 171 12th street, Oakland, CA 9 PM.	94607 on,	, at	

Coversheet

President's Report

Section: II. Non-Action Items Item: A. President's Report

Purpose: FY

Submitted by:

Related Material: 2017-2018 Board Goals.pdf



Board Goals

2017-2018

The American Indian Model School strives to continuously make improvements in all aspects of its operation. Beginning with the School Board, progressive steps of improvement are intentionally made and evaluated in order to exemplify how a continuous improvement process takes place. Toward that end, the Board meets annually to review its goals, develop new goals, and plan for the following year. As such, the goals for the 2017-2018 School Year are listed below.

1. Board Leadership

The AIMS Board will:

- Participate in annual professional development to enhance effective and efficient Board governance.
- Participate in ongoing review and development of pertinent policies and protocols leading to effective Board documents, development, and maintenance of approved procedures.
- Conduct at least one retreat for the entire board and superintendent each year.
- Involve community members, business leaders, parents, and students (secondary) in the development of the board's vision and strategic plan.
- Develop and monitor standards for student and system performance in its organization.

2. Personnel -

Insure that policies and procedures that underscore the importance of faculty/staff retention are created and implemented in a fair and equitable manner

3. Academic

Insures that policies and procedures that promote student success are created and implemented in a fair and equitable manner.

3. Fiscal Responsibility

The AIMS Board will:

- Assure that the reserves mandated by Oakland Unified School District are maintained at all times.
- Insure that the budget is balanced at the end of each fiscal year
- Develop preventive and responsible procedures to insure that deficit spending does not occur

4. Fund Development

- Pledge an annual financial investment in the organization.
- Develop a strategic plan and include a component with a specific, articulated direction for funds development.
- Expand its revenue model to include activities that go beyond ADA revenue.
- Investigate the possibility of procuring a funds development director.

5. Facilities

The AIMS Board will:

- Provide regular updates on procuring a permanent high school facility.
- Receive a facilities update by the facilities committee at each Board Meeting.
- Make sure that all facilities are safe, well maintained, and provide for the developmental needs of all students.
- Continue to develop and implement short and long-term Capital Improvement programs for general operating-funded work.

Staff Loyalty and Retention – Making This School a Great Place to Work

The AIMS Board will:

- Continue to implement progressive plans for recruiting, hiring, and career progression for highly qualified personnel.
- Require all teachers to frequently assess students' academic growth to constantly inform their instruction.
- Recruit, retain, and empower excellent teachers who are adept at personalizing learning experiences for students.
- Hold principals accountable for meaningful school improvement.
- Develop professional learning communities in all schools.
- Support leadership development for aspiring, new, and veteran school leaders.
- Partner with higher education institutions to ensure that teacher candidates are of the highest quality and aligned with district needs.

The board creates policies and procedures. These are tasks/practices that the board holds the superintendent accountable. For example, the board does not recruit and/or hire qualified personnel; nor does it actually do any of the other tasks that are noted.

Coversheet

Superintendent's Report

Section: II. Non-Action Items

Item: B. Superintendent's Report

Purpose: FY

Submitted by:

Related Material: Supt Board Report October 2018 .pdf



SUPERINTENDENT'S BOARD REPORT AIMS K-12 October 2018

Finance

- Monitored site budgets
- Transition of Finance Department
- Created and received RFP for realtor regarding K-12 campus
- Attended Finance Committee
- Research sites
- Contacted OUSD regarding our interest in surplus properties

Community Engagements

Attended the following:

- Finance Committee Meeting
- Facilities Committee Meeting
- Tutoring group at Saturday School
- Oakland Steering Committee Meeting
- BTS at all sites
- Attended YM&C Fall Governance Academy
- Attended AIPHS Boys Soccer and Girls Volleyball games
- Lead Senior Leadership Retreat and Training.

Conclusion

- Hired HR Manager Lewis Letang
- Development of Policies and Procedures
- Promoting AIMS
 - Grammarly/Techbridge Commercial Shoot
 - Chinese Flag Raising Ceremony
 - News & Review Visit
 - Media510 promotion

Coversheet

AIMS K-12 Report

Section: II. Non-Action Items Item: C. AIMS K-12 Report

Purpose: FY

Submitted by:

Related Material: AIMS K-12 October Board Report 2018-2019 (3).pdf

AIMS K-12 Board Report

October 23, 2018

Superintendent Maya Woods-Cadiz
Mrs. Erin Oh (K-1 Division Head)
Mr. Christopher Ahmad (2-5 Division Head)
Mr. Maurice Williams (Head of Middle School)
Mr. Tareyton Russ (AIPHS Head of School)
Mr. Peter Holmquist (AIPHS Head of Academics)
Ms. Marisol Magana (Operations Director)
Ms. Tiffany Tung (Operations Manager)

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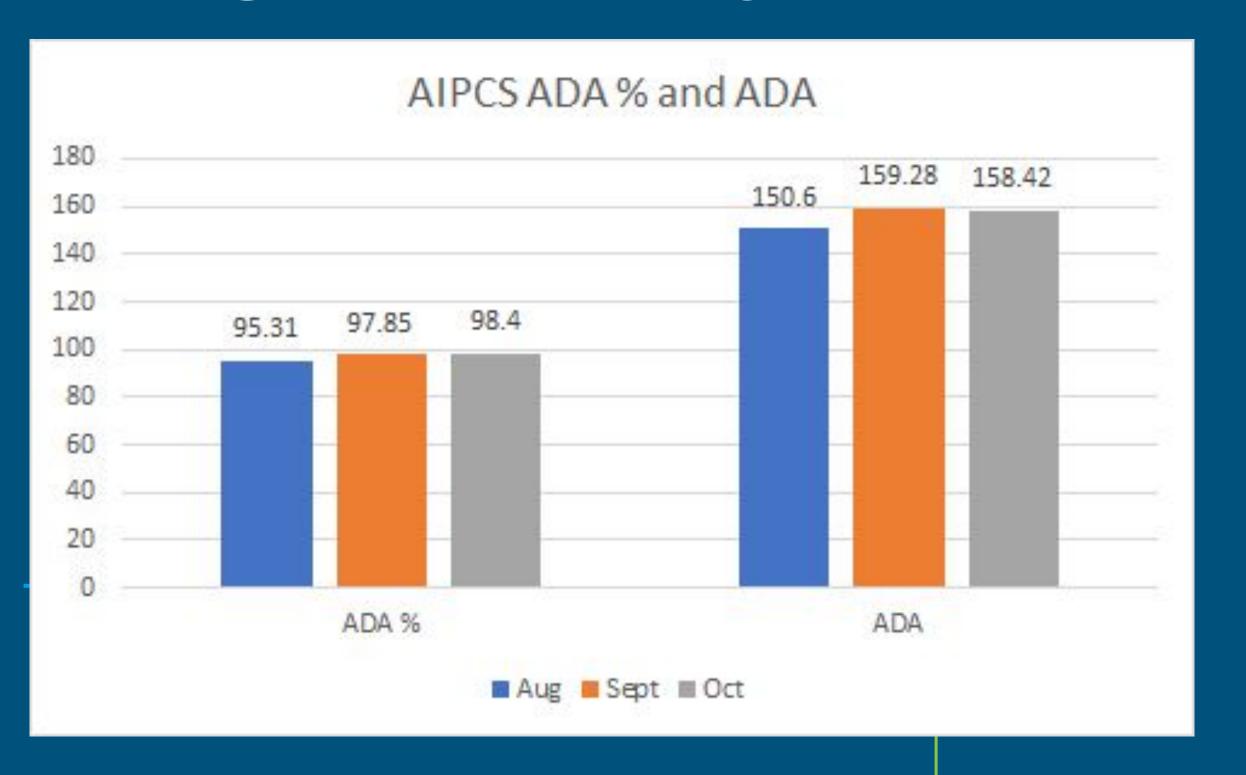
Enrollment Numbers

Month	AIPCS	AIPCS II	AIPHS
Aug	158	750	410
Sept	162	788	416
Oct	161	798	412

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AIPCS ADA & ADA %

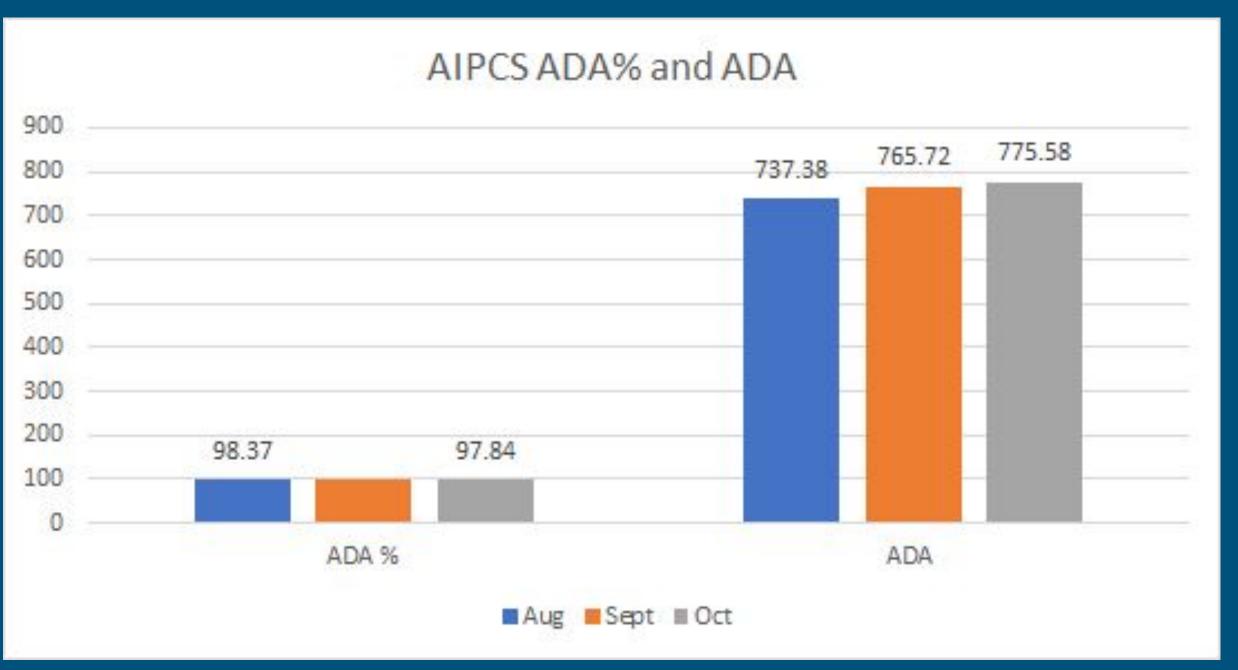
	ADA	ADA %
Aug	150.60	95.31
Sept	159.28	97.85
Oct	158.42	98.40



Track

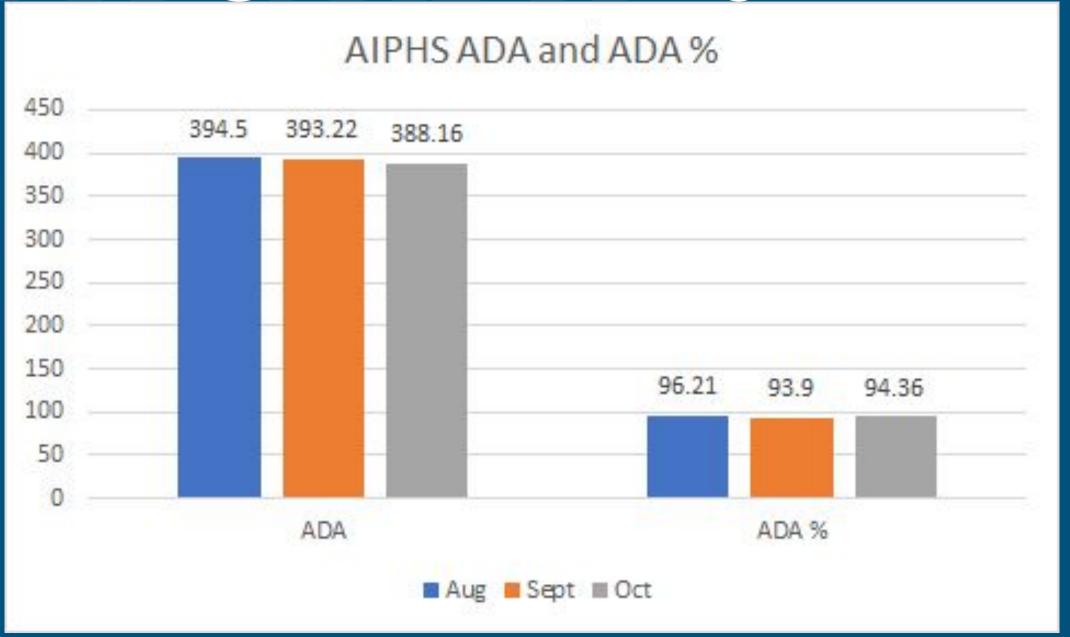
AIPCS II ADA & ADA %

	ADA	ADA %
Aug	737.38	98.37
Sept	765.72	97.58
Oct	775.58	97.84



AIPHS ADA & ADA %

	ADA	ADA %
Aug	394.5	96.21
Sept	393.22	93.90
Oct	388.16	94.36



red by BoardOnTrack

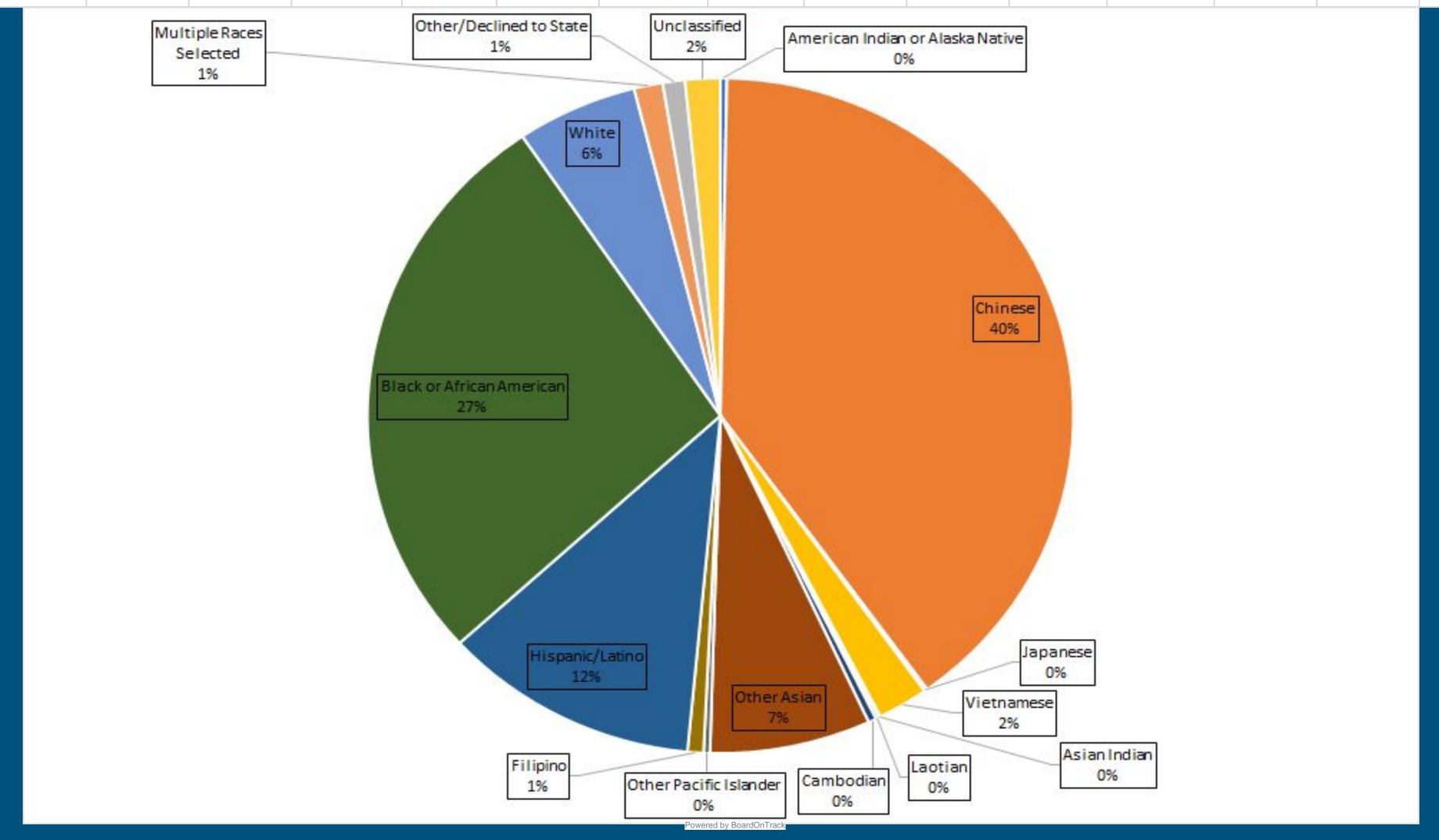
AINS K-12 College Prep Charter District - Regular Board Meeting - Agenda - Tuesday October 23, 2018 at 6:30 PM AINS B Demographics AI

Grade Level	Total in Grade	American Indian or Alaska Native	Chinese	Japanese	Vietnamese	Asian Indian	Laotian	Cambodian	Other Asian	Other Pacific Islander	Filipino	_	Black or African American	White	Multiple Races Selected	Other/Declined to State	Unclassified
K	75	0	26	0	2	0	0	0	5	0	2	2	28	4	0	2	4
1	76	1	21	0	2	0	0	1	8	1	1	3	30	3	3	1	1
2	79	0	31	0	3	0	0	0	9	1	0	6	24	4	1	0	0
3	85	0	26	0	2	0	0	0	5	0	0	9	29	7	3	3	1
4	83	0	24	0	3	0	0	0	6	0	1	13	30	3	1	1	1
5	82	0	29	0	0	0	0	0	10	1	0	11	25	4	1	0	1
6	165	1	72	0	2	0	1	0	13	0	0	22	40	9	2	0	3
7	152	0	67	0	4	0	0	1	8	0	1	18	37	9	1	3	3
8	162	0	73	0	4	0	0	0	9	0	1	18	39	11	3	1	3
9	169	1	64	1	2	1	1	0	9	0	0	27	41	16	1	3	2
10	115	1	54	1	3	0	0	1	8	1	2	14	21	6	2	0	1
11	67	0	30	0	0	0	0	0	8	0	1	11	15	0	0	0	2
12	61	0	28	0	5	0	0	2	3	0	1	7	15	0	0	0	0
Total	1371	4	545	2	32	1	2	5 Powered by B	101	4	10	161	374	76	18	14	22

MS K-12 College Prep Charter District - Regular Board Meeting - Agenda - Tuesday October 23, 2018 at 6:30 PM

AIMS Demographics

	Grade Level	Total in Grade	American Indian or Alaska Native		lananoso	Vietnamese	Asian Indian	Lantian	Cambodian	Other Asian	Other Pacific Islander	Filipino	Hispanic/ Latino	Black or African American	White	Multiple Races Selected	Other/Declined to State	Unclassified
г	Total	1371	4	545	2	32	1	2	5	101	4	10	161	374	76	18	14	22



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AIMS Language Survey

	English	Cantonese	Mandarin	Other Chinese	Spanish	Tigrinya (Eritrean)	Amharic (Ethiopian)	Arabic	Mongolian	Vietnamese	Other	Unknown
AIPCS	41	57	13	1 19		15	4	7	4	3	6	
	24%	33%	7%	>1%	11%	9%	2%	4%	2%	2%	3%	
	English	Cantonese	2,897 50 30 1	Other Chinese	Spanish	Tigrinya (Eritrean)	Amharic (Ethiopian)	Arabic	Mongolian	Vietnamese	Other	Unknown
AIPCS II	204	218	45	8	72	78	39	37	34	15	35	3
	25%	27%	5%	>1%	8%	10%	5%	5%	4%	2%	4%	>1%
	English	Cantonese	2,000	Other Chinese	Spanish	CONTROL TO BY	Amharic (Ethiopian)	Arabic	Mongolian	Vietnamese	Other	Unknown
AIPHS	65	171	3	1	39	12	1	25		2	35	28
	16%	41%	>1%	>1%	9%	2%	>1%	6%		>1%	8%	6%

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K-1 Satellite Updates: Events

- 1. October 21-27: Chemistry Week
- 2. October 29-Nov 2: Spirit Week
- 3. October 27: Community Saturday School

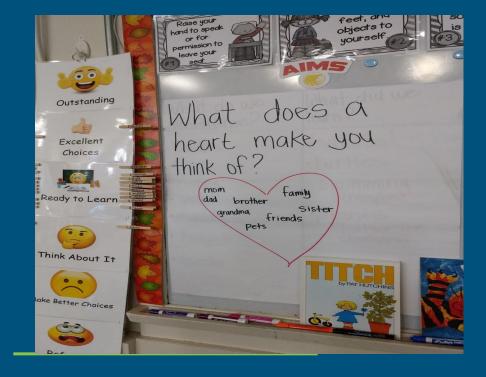


K-1 Satellite Updates: Priorities



October Updates

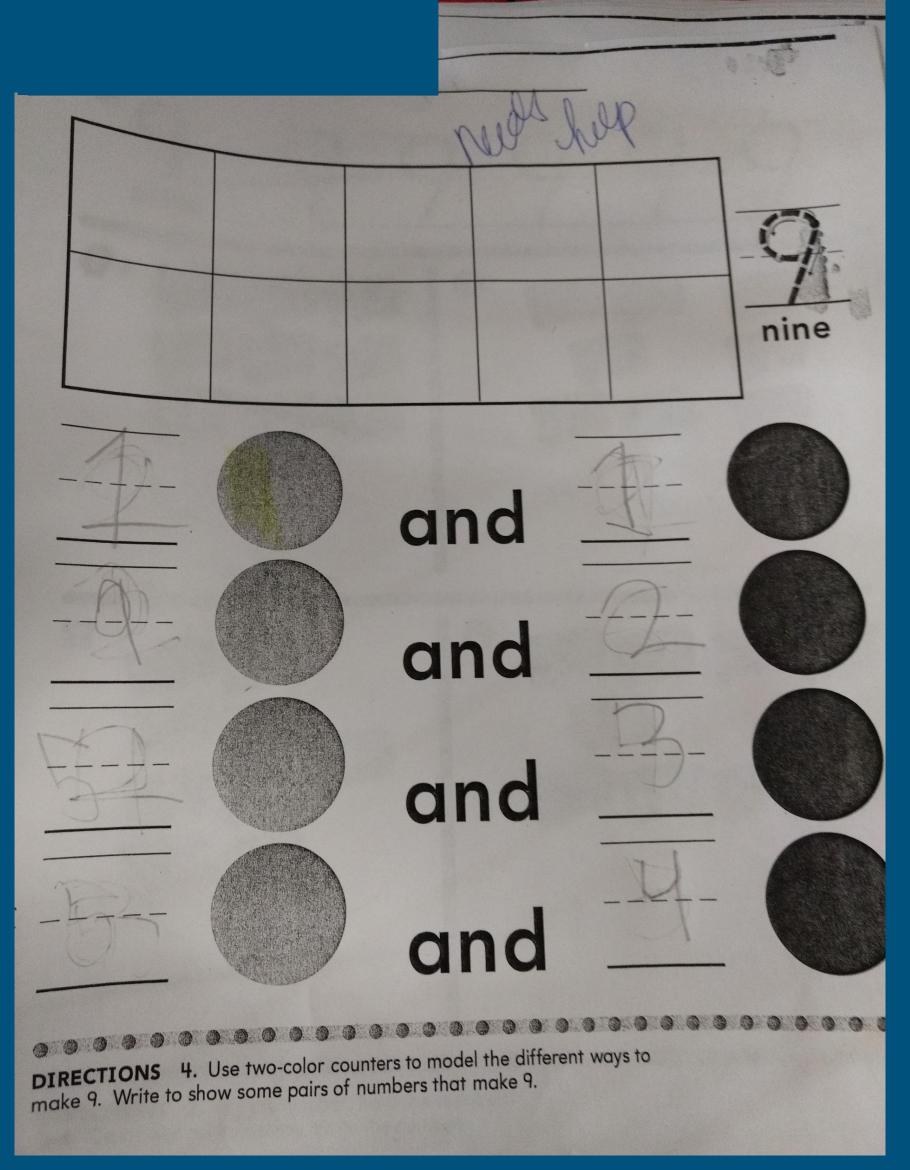
- 1. **Community**: student of the month, "introduce a friend"
- 2. Self-Regulation: more social emotional learning tools
- 3. iPad fluency: waiting on apps



K-1 Satellite Updates: Priorities

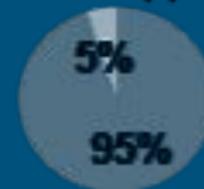
November Priorities

- 1. **Behavioral Therapy:** La Clinica at Roosevelt
- 2. Parent Engagement: parents will begin volunteer training this month
- 3. **Math Readiness:** what does it mean for young children to be "ahead" in math?



DATA: Progress Report Growth

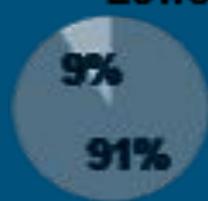
Uppercase Letters



Students Tested 149 / 149

Correct Answers 3686 / 3874

Lowercase Letters



Students Tested 149 / 149

Correct Answers 3815 / 4172

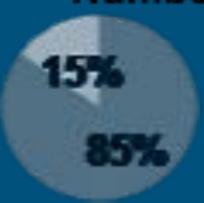
Lowercase Sounds



Students Tested 74 / 149

Correct Answers 1267 / 2294

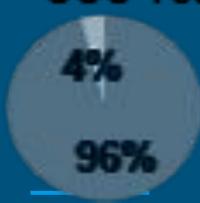
Number Recognition



Students Tested 148 / 149

Correct Answers 3917 / 4588

CCC Test Sounds Part 1



Students Tested 76 / 149

Correct Answers 1026 / 1064

CCC Test Sight Words Part



Students Tested 142 / 149

Correct Answers 1175 / 2272

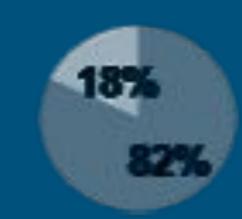
CCC Test Sounds Part 2



Students Tested 75 / 149

Correct Answers 991 / 1050

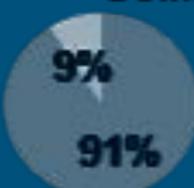
CCC Test Sight Words Part



Students Tested 78 / 149

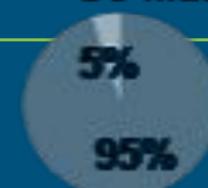
Correct Answers 1151 / 1404

GoMath Chapter 1



Students Tested 74 / 149

Correct Answers 671 / 740



Go Math Chapter 1-2 K

Students Tested 74 / 149

Correct Answers 1059 / 1110

2-5 Updates

Back to School Night:

-Presentations

-Skits

-Pizza!





2-5 Updates

AIMS GARDENING PROJECT

Students at Saturday School helped staff members clean the planter boxes, remove trash, and take out weeds.

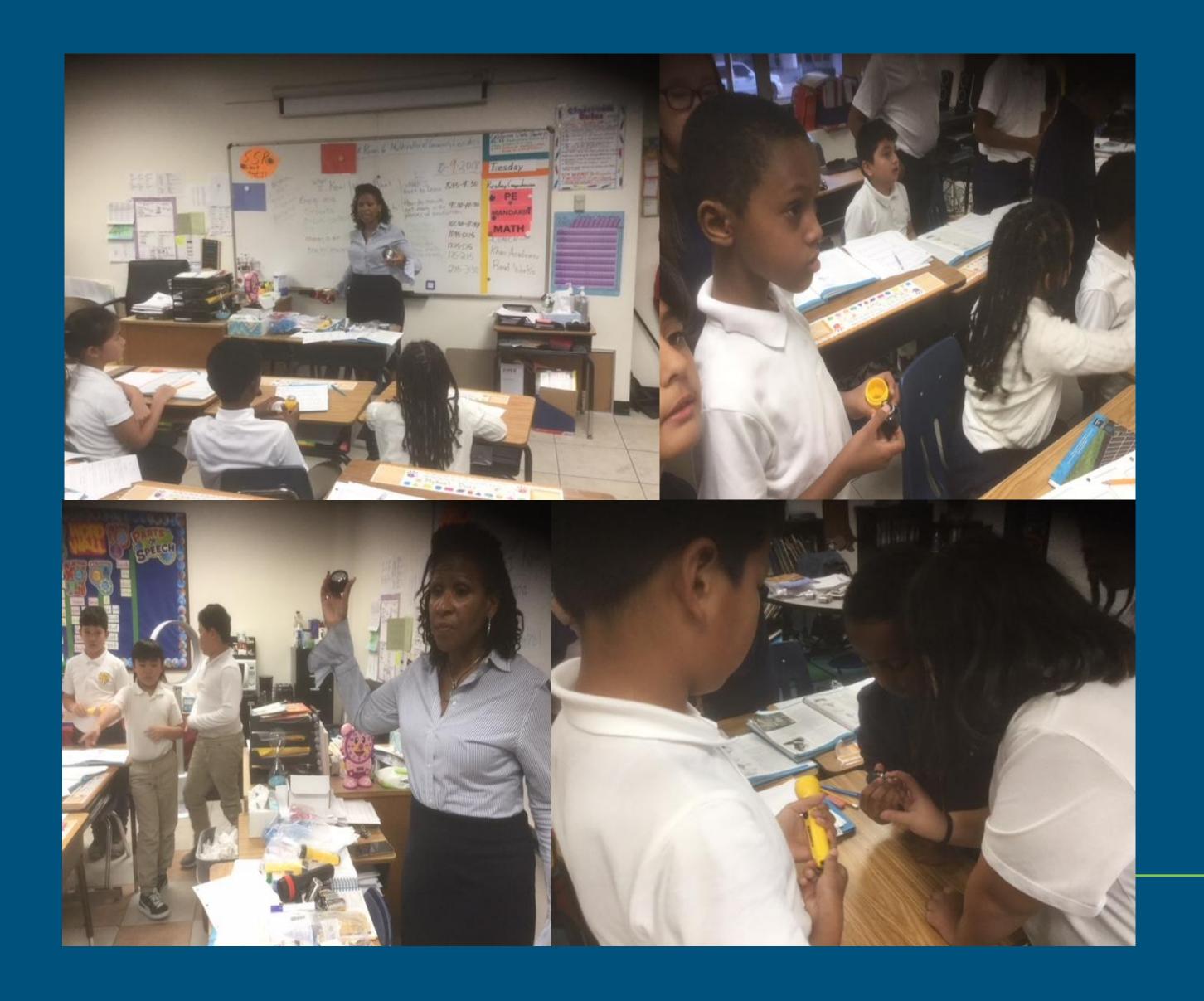
We plan on building a garden.
We already secured a grant for flowers and
plants to be donated.

Pajama Read-a-thon

Our purpose is to let kids know that reading books can open up a world of new adventures. This one night of reading will have celebrities and members of the professional community read to our students. In addition, we want to provide each child with a new book to keep! We will have a raffle, food, and celebrities to support this cause.

MS K-12 College Prep Charter District - Regular Board Meeting - Agenda - Tuesday October 23, 2018 at 6:30 PM

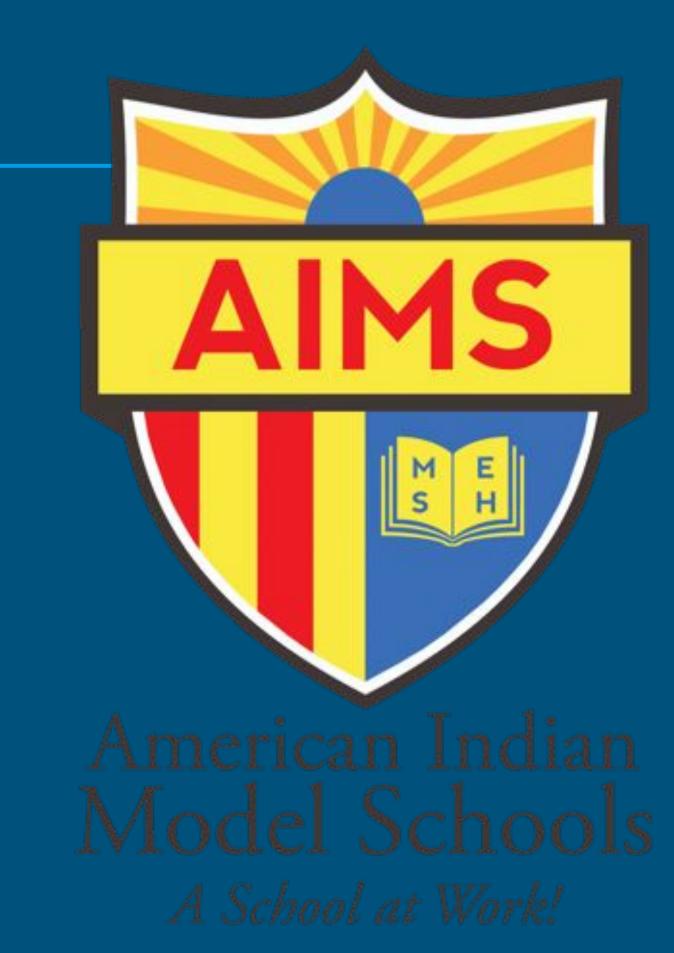
Science in the Classroom



AIMS K-12 College Prep Charter District - Regular Board Meeting - Agenda - Tuesday October 23, 2018 at 6:30 PM

AIMS 2-5 Talent





AIMS 6-8 New Hires

New AIMS 6-8 Hires

- Middle School Dean (Riffat Akram)
- 7th Grade Math/Science Instructor (Logan Wallace)
- PE Teacher (Gerrard Arcement)
- Instructional Aide (Darrell Kenney)
- New Hire Student Tutors (6 AIPHS Students)

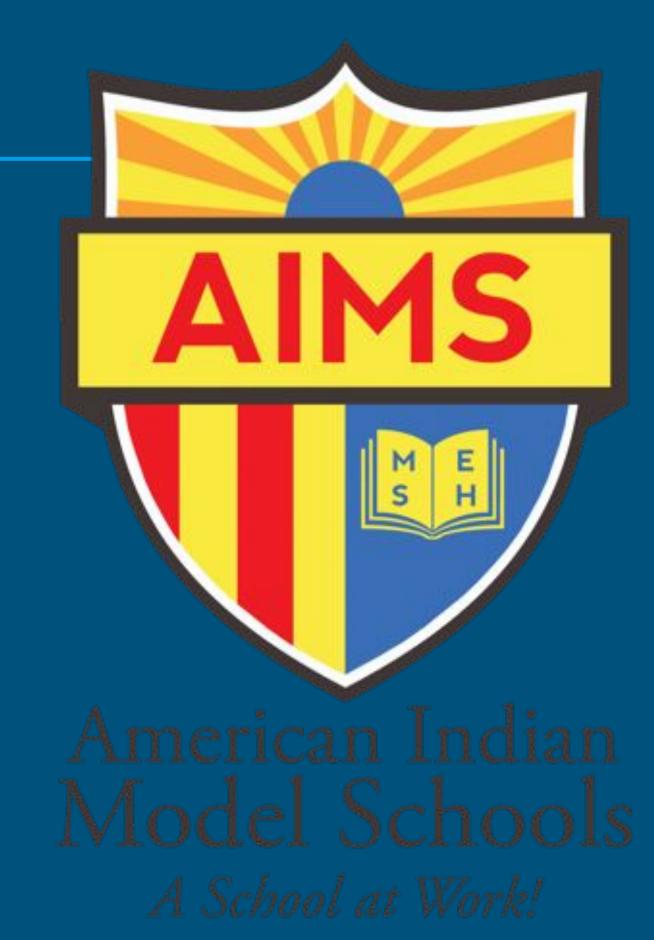






AIMS 6-8 Back To School Night

- On Tuesday, September 25, AIMS 6-8 held its annual back to school night
- Nearly 200 families and students attended grade level potlucks on each floor, making this event most successful Back To School Night in recent history



AIMS 6-8 Friday Electives

Beginning this Friday, AIMS 6-8 Students will be able to take afterschool Friday Electives from 1PM-2PM. Some of the offered electives include:

- Ms. Black (Musical Theater)
- Mrs. Chu (Graphic Design)
- Mr. Oh (AVID)
- Ms. Puga (Math Basics)
- Mr. Williams (Film)
- Mr. Darrell Kenney (Debate w/ Bay Area Urban League)
- New Hire Student Tutors (6 AIPHS Students)
- Health (Ms. Coenen and PE Teachers 8th Grade Only / 2nd Semester)



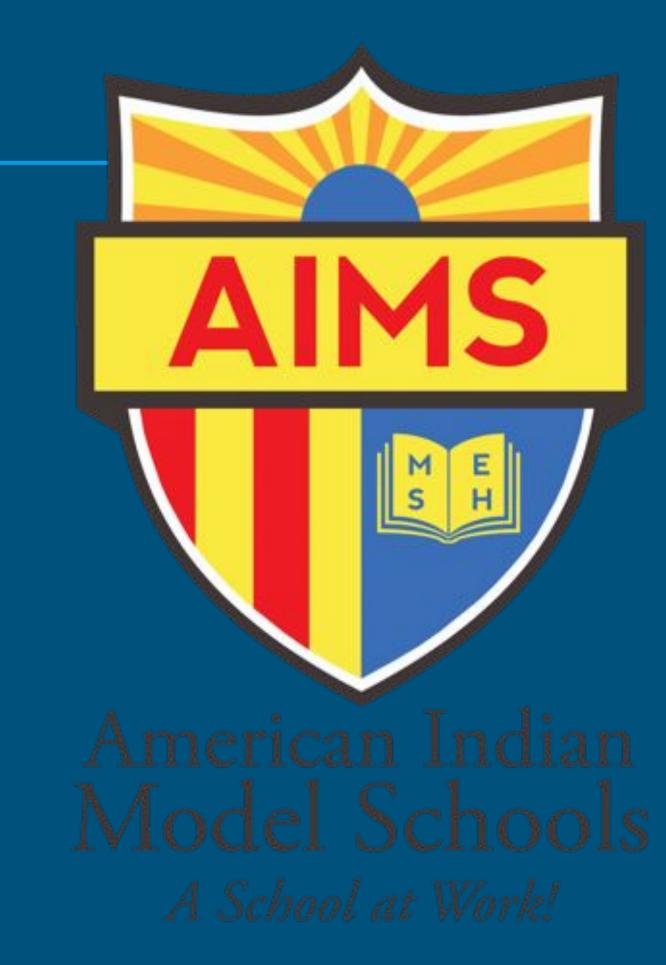
2017-2018 Measure G1 Grant Rollover Money

- AIMS Currently has \$80,000 for unspent grant rollover money for Measure G1 (Visual Performing Arts; World Languages; Culture Climate; Middle School Recruitment Efforts)
- Engagement efforts are currently underway with teachers, parents, and students to determine how best to allocate unspent money
- Revisions are due by October 31

AIMS 6-8 Q1 Core Subject Failing Rates (Percentage)

2018 AIMS 6-8 Q1 Core Subject Failing Rates

Grade	Math	Science	English	History
6th	6.48%	0.92%	12.03%	4.62%
7th	19.23%	7.69%	16.34%	17.3%
8th	21.9%	8.57%	4.76%	3.8%



AIMS 6-8 Q1 Core Subject Failing Rates Next Steps

- Teachers have completed SST request forms for failing students
- SST meetings will be held as soon as possible
- Academic probation notices for failing students will be sent out this week
- Increased intervention, tutoring, and Saturday School efforts



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High School Data

10 out of 16 AP classes have been authorized for this year, including:

2D Art: Drawing Calculus Human Geography

Macroeconomics Mandarin Microeconomics

Spanish Statistics Studio Art

World History

Remaining classes have new teachers who began working with AIPHS after school had begun, or who had not taught AP before. They are: Biology, Chemistry, English Literature, English Composition, Environmental Science.

AIPHS has spent \$876,160, which works out to \$2121 per student so far this academic year.

Error Correction: Last month it was reported that \$4632 was spent per student thus far, but the decimal was in the wrong place in the report.

Last month the total was \$463.20/student.



AIMS Athletics Updates

- Congratulations to Coach Cassandra Choi and the AIPHS Lady's Volleyball Team for finishing the season (11-3) and finishing 2nd in the BACSAC Division B Championship
- AIPHS Cross Country teams have won multiple meets and are front runners to win this year's BACSAC Championships
- AIPHS Boys Soccer team tied 2-2 during a "Friday Night Lights" game in San Jose
- AIPHS Boys and Girls Basketball Tryouts will begin on Monday, October 29
- Middle School Flag Football Season is underway (1-1)

Coversheet

Human Resources Report

Section: II. Non-Action Items

Item: D. Human Resources Report

Purpose: FY

Submitted by:

Related Material: HR Report 10-23-2018 (2).pdf

HUMAN RESOURCES REPORT 10-23-2018

Vacancies: 1

High School: Teacher, Math

Human Resources Updates

- New HR Director: Mr. Lewis Letang
- Division 6/8: New Middle School Dean: Affrat Akram
- Position filled: Teacher, Chemistry
- Position filled: Teacher, Spanish
- Position filled: Teacher PE
- Position filled: Math/Science

Human Resources

- Charter Benefits Representatives will visit AIMS
 November 1 and 2
- Benefits Open Enrollment is November 1-16
- Kaiser Health and Wellness Fair coming soon

Coversheet

Operations Report

Section: II. Non-Action Items Item: E. Operations Report

Purpose: FYI

Submitted by:

Related Material: _AIMS Operations Board Report 10.16.18 (1).pdf



Reporting & Compliance

Report & Compliance

- CALPADS Fall 1 Report
- Management Training- CALPADS Updates and new interface
- Charter School District Enrollment
- Immunization Report
- Facilities Request
- District Student Cumulative File Internal Audit
- Shoo the Flu

Enrollment Update

- Finished stabilizing enrollment
- Application for 2019-2020 school year will be available Monday, November 5,
 2018
- Currently researching outreach opportunities for 2019-2020 enrollment

District Lunch Program Update

Roosevelt Campus K-1st - 110

FRL Eligibility: Free-53 Reduced-32 Paid-25

12th Street Campus 2nd-8th - 492

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

High School Campus - 178

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

Cleared first health inspection at 12th st campus.

Facilities

- We continue to ensure that our facilities are well-maintained, per LCAP goal 2, and that our janitorial staff is effective, to ensures the health and safety of our children, and supports educational performance.
- Maintenance requests made through maintenance request form.

Coversheet

ELD Coordinator Report

Section: II. Non-Action Items

Item: F. ELD Coordinator Report

Purpose: FYI

Submitted by: Ms. Vannee Chand

Related Material: ELD Report-Oct. 23, 2018.pdf



English Learner Advisory Committee (ELAC)

October 23, 2018

Formation

•Each California public school, grades kindergarten through 12, with 21 or more English learners must form an English Learner Advisory Committee (ELAC).

2018-2019 ENGLISH LEARNERS

	AIPCS I	AIPCS II	AIPHS
Overall	164	791	416
English Learners	~46- 28%	~180- 23%	~64- 15%

Elections

- •Requirements for ELAC elections include:
 - Parent/guardian members of English learners elect parent members to serve on school committee or subcommittee.
 - The parents/guardians are provided the opportunity to vote for committee members.
 - Each school committee shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC).

Upcoming Events

- ELD Staffs attended ELPAC Training in Sacramento last week.
- **ELLCon-Nov. 27**th Connect administrators from across California to continue quality conversations on how to support the needs of diverse districts and their unique EL populations.
- 2018 Accountability Leadership Institute-Dec. 3-4- This annual two-day institute is to provide Title III technical assistance and professional development to superintendents, administrators, program evaluators and other local leadership. The Institute focuses on best practices related to effective programs, student achievement, and systems of support for English learners.

Coversheet

Consent Calendar

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

Purpose: Vote

Submitted by:

Related Material: E - Water Heater Proposal 2018.10.11.pdf

4. TBG and AIMS Partner Agreement FY19.pdf

8. AIMS P.O. over \$8,000.pdf

2018.09.18 Board Meeting Minutes DRAFT.pdf HR Personnel Report 2018.10.16 Board Meeting.pdf

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of the 1st day of August, 2018.

BETWEEN the Owner:	American Indian Public Charter School 171 12 th Street Oakland, CA 94607-4900
and the Contractor:	First Class Water Heaters 1155-C Arnold Dr #116 Martinez, CA 94553
the Project is:	American Indian Public Charter School 171 12 th Street Oakland, CA 94607-4900

The Owner and Contractor agree as follows.

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of a 199,000 BRU/HR tankless, instantaneous-demand natural-gas fired water heater and removal of the existing 100 gallon conventional natural gas fired water heater it is replacing.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits "A", "B", and "C") to this Contract, and the terms and conditions of the Task Order will take precedence

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- **3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- **3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit "A" and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit "B" Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

- 5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment ("Application for Payment") setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit "C", and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner's receipt of the Application for Payment.
- 5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work.
- 5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic's liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

- 5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit "C", the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.
- 5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.
- 5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work ("punch-list work"), as reasonably determined by Owner, until such time as the punch-list work is completed.

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ARTICLE 6 THE CONTRACT DOCUMENTS

- 6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor's proposal attached as Exhibit "A". The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2 The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction

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means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

- **8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- **8.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

- 8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor's Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with AIMS pupils until such time as Contractor has verified in writing to the AIMS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation and Employer's Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

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- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

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ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

American Indian Public Charter School	First Class Water Heaters
(Signature)	CONTRACTOR (Signature)
By: Maya Woods-Cadiz	By: Carl J. Fuller
Its: Superintendent	Its: General Manager 1024238
	License Number

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Form of TASK ORDER Exhibit A

Scope of Work and Schedule

Facility: American Indian Public Charter School

Address: 171 12th Street, Oakland, CA 94607-4900

Primary Contact for Site: Marisol Magana, Tel: (510) 893-8701; Email:

marisol.magana@aimschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: James@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

David Ballard, Tel: (925) 301-7890; Email: firstclasswaterheaters@gmail.com

Scope of Work Narrative:

This project consists of the complete turnkey installation of a 199,000 BTU/HR tankless, instantaneous-demand natural-gas fired water heater, and removal of the 100 gallon conventional natural gas water heater it is replacing. The contractor includes a parts and labor warranty for 90 days under conditions of normal usage. The contracted tank is the following:

Brand	Model	BTU's	Size
Navien	Tankless Model NPE-240A	199,000	100 Gallon

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Bid Form - Schedule of Values - AIMS

For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.

American Indian Model Schools

171 12th Street, Oakland, CA 94607-4900

	. 2	Total
1	Prepare and Submit Feasibility Study	250
2	Obtain Engineering and Permits	400
3	Secure and Assist with Collection of Rebates & Incentives	NA
4	Replace one 100-gallon DHW with a tankless, instantaneous-demand natural-gas fired water heater	6,000
5	Removal/Disposal	300
6	Other Costs	0
	Fixed Turnkey Price, 171 12th Street, Oakland, CA	\$ 1 050
	94607-4900	6,450

Certification: I, (name) _______, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (American Indian Model Schools), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the due date of 4:00 PM on June 28, 2018.

nature) (date)

(title)

Please submit your bid via email attachment on or before the date and time due to $\underline{Amanda@FirstNoteFinance.com}$

12-June-2018

First Note Finance Inc.

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Project Budget: \$6,950.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets. They are also included at the end of this document for reference.

https://www.dropbox.com/sh/0ea5uogykwt9zjx/AACbcuJx9hhZRLLxKuA7jzkya?dl=0

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Exhibit B

Price and Payment Terms

Fixed Turnkey Price: \$6,950.00

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

Payment Terms:

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Project Milestone	% Completed	Amount
Pass Inspection, Warranty and O&M Manual	100%	\$6,950.00

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Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: https://www.dir.ca.gov/pwc100ext/LoginPage.aspx

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Premium Condensing Tankless Gas Water Heater

NPE Series Tankless Water Heaters **Specification Sheet**

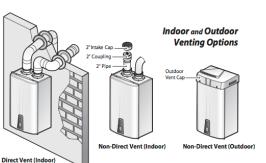
- Certified design according to ANSI Z21.10.3 CSA 4.3-2015 standards for both indoor or outdoor installations (with optional Outdoor Vent Kit)
- Compatible with 1/2" gas pipe up to a length of 24 ft*
 (*see Installation Manual for additional information)
- Compatible with 2" PVC vent up to 60 ft** and 150 ft** using 3" PVC vent (**with no elbows)
- Gas Input Ranges
- NPE-150 120,000 to 18,000 BTUh
- NPE-180 150,000 to 15,000 BTUh NPE-210 180,000 to 19,900 BTUh
- NPE-240 199,900 to 19,900 BTUh
- Hot Water Flow Rate Capacity (*based on 35°F temperature rise)
- NPE-150 6.8 GPM
- NPE-180 8.4 GPM NPE-210 - 10.1 GPM
- NPE-240 11.2 GPM
- Dual Primary and Secondary Stainless Steel Heat Exchangers for optimum efficiency and durability
- · Built-in Control Panel allows adjustment of temperature settings and displays the operating status and error codes
- ComfortFlow Technology "A" models come included with built-in 0.5 gallon Buffer Tank and Recirculation Pump to provide maximum comfort
- INTELLIGENT Preheating recognizes hot water usage patterns to intelligently provide hot water when needed (optional for "S" models)
- Temperature Options available temperature settings for Residential applications range from 98°F up to 140°F with high temperature Commercial mode capable of up to 182°F
- Ready-Link Cascade Compatible for up to 16 units for increased hot water production
- Common Vent Compatible allows for cascade systems to use a single exhaust and/or intake pipe for up to 8 units with the use of the Common Vent Backflow Damper Collar Kit (#30014367A)
- Compatible with Navienk. wi-Fi Control (#PBCM-AS-001)
- Freeze Protection maintains normal operation during freezing ambient temperatures down to -5°F (standard on all models)
- Uniform Energy Factor Ratings for NG and LP units NPE-180A/210A/240A - 0.96 UEF (0.97 EF for Canada) NPE-150S - 0.96 UEF (0.97 EF for Canada) NPE-180S/210S/240S - 0.97 UEF (0.99 EF for Canada)
- Compatible with Natural Gas (NG) and Propane (LPG)***
- Approved for Installations on Mobile/Manufactured Homes
- Certified by CSA, NSF 5, AHRI, AB1953 CA Low Lead, SCAQMD (Rule 1146.2 Type 1 - Complies with 14 ng/J or 20 ppm NOx @ 3% O2)
- 15-Year Heat Exchanger and 5-Year Parts Warranty (Residential)**** 8-Year Heat Exchanger and 5-Year Parts Warranty (Commercial)****
 (**** see Navien Limited Warranty)
- Optional accessories are available (see below)





with Diagnostics

Sleek Design - Compatible with 2" PVC Vent and 1/2" Gas Pipe





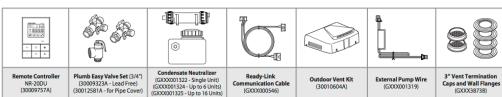








Job Name:	
Engineer:	
Contractor:	
Submitted to:	

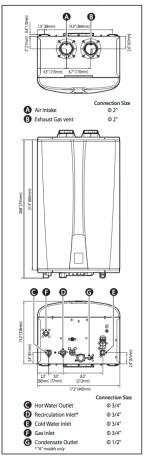


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NPE Series Tankless Water Heaters **Specification Sheet**

Dimensions



Specifications

Item		NPE-150S	NPE-180A	NPE-180S	NPE-210A	NPE-210S	NPE-240A	NPE-240S	
Heat	Natural Gas	18,000-	15,000-150,000 BTU/H		19,900-180,000 BTU/H		19,900-199,900 BTU/H		
Capacity (Input)	Propane Gas	120,000 BTU/H	15,000-150,000 BTU/H		19,900-180,000 BTU/H		19,900-199,900 BTU/H		
Efficiency	UEF (for NG & LP)	0.96	0.96	0.97	0.96	0.97	0.96	0.97	
Ratings	EF (Canada) (for NG & LP)	0.97	0.97	0.99	0.97	0.99	0.97	0.99	
	35°F(19°C) Temp Rise	6.8 GPM (26 L/m)			10.1 GPM (38	L/m)	11.2 GPM (42	2 L/m)	
Flow Rate (DHW)	45°F(25°C) Temp Rise	5.3 GPM (20 L/m)	6.5 GPM (25 I	6.5 GPM (25 L/m)		7.8 GPM (30 L/m)		8.7 GPM (33 L/m)	
	67°F(36°C) Temp Rise	3.2 GPM (12 L/m)	4.3 GPM (16 L/m)	4.2 GPM (16 L/m)	5.0 GPM (19 L/m)	5.2 GPM (20 L/m)	5.6 GPM (21 L/m)	5.7 GPM (22 L/m)	
Dimensions		17.3"(W) x 27.4	"(H) x 13.2"(D)						
Weight		55 lbs (25kg)	75 lbs (34kg)	67 lbs (30kg)	82 lbs (37 kg)	75 lbs (34kg)	82 lbs (37 kg)	75 lbs (34kg)	
Installation T	ype	Indoor or Outd	oor Wall-Hung						
Venting Type	1	Forced Draft Di	rect Vent						
Ignition		Electronic Ignit	ion						
Water Pressu	re	15-150 PSI							
Natural Gas S (from source)	Supply Pressure)	3.5 in WC-10.5 in WC							
Propane Gas (from source	Supply Pressure)	sure 8 in WC-13in WC							
Natural Gas ((min-max)	Manifold Pressure	-0.04 in WC0.36 in WC0.05 in WC0.36 in WC0.05 in WC				-0.05 in WC -	-0.58 in WC		
Propane Gas (min-max)	Manifold Pressure	-0.04 in WC - -0.42 in WC	-0.05 in WC -	-0.50 in WC	-0.10 in WC -	-0.66 in WC	-0.10 in WC -	-0.78 in WC	
Minimum Flo	ow Rate	0.5 GPM (1.9 L/m), < 0.01 GPM (0.04 L/m) option for "A" models*							
Commention	Cold Water Inlet	3/4 in NPT							
Connection Sizes	Hot Water Outlet	3/4 in NPT							
Sizes	Gas Inlet	3/4 in NPT							
Power	Main Supply	120V AC, 60Hz							
Supply	Maximum Power Consumption	200W (max 2A), 350W (max 4A) with external pump connected							
	Casing	Cold Rolled Car	rbon Steel						
Materials	Heat Exchangers	Primary Heat Exchanger: Stainless Steel Secondary Heat Exchanger: Stainless Steel							
	Exhaust	2" or 3" PVC, CPVC, Polypropylene 2" or 3" Special Gas Vent Type BH (Class II, A/B/C)							
Venting	Intake	2" or 3" PVC, CF 2" or 3" Special		lene BH (Class II, A/E	3/C)				
	Vent Clearances	0" to combusti	bles						
Safety Devices	Flame Rod, APS, Ignition	on Operation Detector, Water Temperature High Limit Switch, Exhaust Temperature High Limit Sensor,							

* Available for "A" models configured in an optional ComfortFlow recirculation mode. Additional energy use will occur when using recirculatio

*Navien reserves the right to change specifications at any time without prior notice

Navien, Inc. 20 Goodyear, Irvine, CA 92618 Ph: (949)420-0420 Fax: (949)420-0430 www.Navien.com

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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
 - o 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
 - o Encouraging family participation at Techbridge Girls events
 - o Ensuring school leadership presence at Techbridge Girls showcase events.



- o 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:
 - o 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 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
 - o Encouraging family participation at Techbridge Girls events
 - Ensuring school leadership presence at Techbridge Girls showcase events
 - o Promoting program as needed with community partners, funders or media
 - o 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:
 - o 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)
 - o 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.

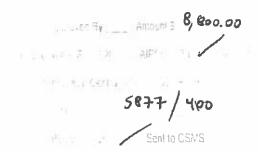
By signing this document, both parties agree to commit to supporting the program with the above deliverable					
School Superintendent Name	Name of School System				
School Superintendent Signature	Date				
Techbridge Girls CEO	 Date				

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.



Invoice #4444

From	Inv	oice Sum	mary	
Ellevation Inc.	Invoic	e Number		4444
PO Box 83430 Woburn, MA 01813-3430	P	0 Number		718991
		Date	09/	04/2018
Bill To		Terms		Net 30
American Indian Model Schools, CA 171 12TH STREET		Due Date	10/	04/2018
oakland, ca 94607	Amount I	Due (USD)	\$ 1	8,800.00
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
A	mount Due	(USD)		8,800.00



9/4/2018 Officewise

Status: OPEN 4

VendorBill toShip toDateP.O. #EllevationVannee ChandVannee Chand08/29/2018718991

 38 Chauncy St. 9th
 171 12th Street
 171 12th Street
 171 12th Street

 Floor
 Oakland, CA 94607
 Oakland, CA 94607

Boston , Massachu US US

setts 02111 United

States

Requisitioner Due date Quote# Shipping

Vannee Chand 08/31/2018

^	ltem	Description		QuantityJ/M	Price	TaxAr	nount
1	Ellevation Platform	Ellevation Pla	atform	1	3000.00	N	3,000.00
	Account	Group	Tag	Memo			
	5877 - IT	ELD Dept.	None				
	Services						
2	Ellevation	Ellevation St	rategies	1 ea	5800.00	N	5,800.00
	Strategies						
	Account	Group	Tag	Memo			
	4100 - Text	ELD Dept.	None				
	Books and						
	Materials						

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)

80 of 115



Vannee Chand 171 12th Street Oakland, CA 94607 US

Purchase Order

P.O. No. Date Due date 718991 08/29/2018 08/31/2018 Vannee Chand

Requisitioner 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	Quartity	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%)

Total

8,800.00

0.00

Nob Hill Catering Inc LunchMaster San Carlos, CA 94070 601 Taylor Way

Invoice

Date	Invoice #
8/31/2018	A1MS083118

Bill To	Ship To
American Indian Model Schools 171 12th St. Oakland, CA 94607	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
	Net 30		8/31/2018				
Quantily	Item Code	<u> </u>	Descrip	tion	Pri	ce Each	Amount
		8/13/18-8/17/1 K-1st Lunch 2nd-8th Lunch 8/20/18-8/24/1 K-1st Lunch 2nd-8th Lunch 8/27/18-8/31/1 K-1st Lunch 2nd-8th Lunch	8 8 8 8			2.88 2.88 2.88 2.88 2.88	1,382.40 7,372.80 1,152.00 6,768.00 1,152.00 5,414.40
			Bry Gass Course Course Course Williams West on Gass Course Williams William	100 Sent 10 C.5.1.		3951.67	
	Ple N	ease remit payme OB HILL CATI 601 Taylor San Carlos, C	ERING, INC. Way		То	tal	\$23,241.6



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006

INVOICE

Friday, August 17, 2018

American Indian Model Schools 8/13/18-8/17/18 AIMS081718

	MANNAMENTAL STANDARD
	DIRECTOR AND ADDRESS OF THE PERSON OF THE PE
Date range: 8/43/48-8/17/48	
Lunch (Kelat)	
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
Week Total	(480
Lunch (2nd-8th)	
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
Week Total	2,560



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006

INVOICE

Friday, August 24, 2018

American Indian Model Schools 8/20/18-8/24/18 AIMS082418

	our maly
nicolograpia de distribilità	
tinch(Kstat)	。
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
Wookuphel	400
L(mch((2nd 40))	
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
Weekgotal	d School Street Street



601 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

	adio sinto
Recognification of the second	
Lunch (Kelat)	
flonday, August 27, 2018	
Tuesday, August 28, 2018	100
Nednesday, August 29, 2018	100
Thursday, August 30, 2018	100
Friday, August 31, 2018	100
(/eekijola)	400
Lineli((aid:8th)).	
Monday, August 27, 2018	
Tuesday, August 28, 2018	470
Wednesday, August 29, 2018	470
Thursday, August 30, 2018	470
Friday, August 31, 2018	470
WeeKTQ(III)	19/880

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

	Bill Bill
Date	Ref. No.
08/31/2018	AIMS083118

Vendor	
Nob Hill Catering Inc 601 Taylor Way San Carlos, CA 94070	(6)

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 GRD 6-8only
Grades K-1	Lunch Program	3,486.24		18-19 AIPCS II K-8 CSMC
Grades 2-5	Lunch Program	7,902.14		18-19 AIPCS II K-8 CSMC
Grades 6-8	Lunch Program	7,902.15		18-19 AIPCS II K-8 CSMC
	al			
				-%

Expense Total: 23,241.60

Bill Total: \$23,241.60



601 Taylor Way San Carlos, CA 94070 Phone: 650,596,8008 Fax: 650,596,8006

INVOICE

Friday, September 07, 2018

American Indian Model Schools 9/03/18-9/07/18 AIMS090718

Transfer to the second of the second of the second	grantity
Date range::9/03/18-9/07//18	
Lunch (K-1st)	
Monday, September 03, 2018	3.1. 3 3
Tuesday, September 04, 2018	100
Wednesday, September 05, 2018	100
Thursday, September 06, 2018	100
Friday, September 07, 2018	100
Week Total	400
Lunch (2nd 8th)	· · · · · · · · · · · · · · · · · · ·
Monday, September 03, 2018	
Tuesday, September 04, 2018	490
Wednesday, September 05, 2018	480
Thursday, September 06, 2018	490
Friday, September 07, 2018	490
Week-Total	1,950



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

· · · · · · · · · · · · · · · · · · ·	iqu miliy
Date range: 9/10/18-9/14/18	
Lunch (K-1st)	
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
Week Total	500
Lunch/(2nd-8th)	
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
Week Total	2,420



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8008

INVOICE

Friday, September 21, 2018

American Indian Model Schools 9/17/18-9/21/18 AIMS092118

	ајилију
Date range: 9/17/18-9/21/18	
Lunch (K-1st)	
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
Week Total	500
Lunch (2nd-8th)	
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
Week:Total	2,422



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006

INVOICE

Friday, September 28, 2018

American Indian Model Schools 9/24/18-9/28/18 AIMS092818

	Quantly
Date range: 9/24/18-9/28/18	
Lunch (K-1st)	
Monday, September 24, 2018	100
Tuesday, September 25, 2018	100
Wednesday, September 26, 2018	100
Thursday, September 27, 2018	100
Friday, September 28, 2018	
Week Total	400
Lunch (2nd 8th)	
Monday, September 24, 2018	495
Tuesday, September 25, 2018	508
Wednesday, September 26, 2018	500
Thursday, September 27, 2018	505
Friday, September 28, 2018	
Week Total	2,008

LunchMaster San Carlos, CA 94070 601 Taylor Way

Nob Hill Catering Inc

Invoice

Date	Invoice #
9/28/2018	A111S092818

Bill To	Ship To
American Indian High School 171 12th St. Oakland, CA 94607	

P.O. Number	Terms		Rep	Ship	Via	F.	.O.B.	Project	
	Net 30			9/28/2018					
Quantity	Item Code		Description				Price Ea	ach	Amount
800 950 952	AIMS-Lunch AIMS-Lunch AIMS-Lunch AIMS-Lunch	Lunc 9/10/ Lunc 9/17/ Lunc	18-9/14/13 h (18-9/21/13 h (18-9/28/13	8				2.88 2.88 2.88 2.88	2,304.00 2,736.00 2,741.76 2,232.00
	Ple:	DB HII	nit paymer LL CATE 11 Taylor Carlos, CA	nt directly to: RING, INC, Way 94070			Total		\$10,013.76



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006

INVOICE

Friday, September 07, 2018

American Indian High School 9/03/18-9/07/18 AIHS090718

	Othanity
Date range: 9/03/18-9/07/18	
Lunch	<u>。1997年 - 新新斯特斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯</u>
Monday, September 03, 2018	
Tuesday, September 04, 2018	200
Wednesday, September 05, 2018	200
Thursday, September 06, 2018	200
Friday, September 07, 2018	200
Week Total	800/



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006 INVOICE

Friday, September 14, 2018

American Indian High School 9/10/18-9/14/18 AIHS091418

	quantity.
Date range: 9/10/18-9/14/18	The base of the second
Lunch	
Monday, September 10, 2018	190
Tuesday, Seplember 11, 2018	190
Wednesday, September 12, 2018	190
Thursday, September 13, 2018	190
Friday, September 14, 2018	190
Week Total	950



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006 INVOICE

Friday, September 21, 2018

American Indian High School 9/17/18-9/21/18 AIHS092118

	Ounday .
Date range: 9/17/18-9/21/18	
Lunch	
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
Week Total	952



601 Taylor Way San Carlos, CA 94070 Phone: 650.596.8008 Fax: 650.596.8006

INVOICE

Friday, September 28, 2018

American Indian High School 9/24/18-9/28/18 AIHS092818

Date range: 9/24/18-9/28/18	
Lunch	17、4、4、4、19、10、10、10、10、10、10、10、10、10、10、10、10、10、
Monday, September 24, 2018	195
Tuesday, September 25, 2018	190
Wednesday, September 26, 2018	195
Thursday, September 27, 2018	195
Friday, September 28, 2018	

Nob Hill Catering Inc LunchMaster San Carlos, CA 94070 601 Taylor Way

Invoice

Date	Invoice #
9/28/2018	AIMS092818

Bill To	Ship To	
American Indian Model Schools 171 12th St. Oakland, CA 94607		

P.O. Number	nber Terms Rep Ship Via		F	.О.В.		Project			
	Net 30			9/28/2018					
Quantity	Item Code			Description	on		Price Ea	ich	Amount
150		9/3/18-9						2 00	1 160 0
	AIMS-Lunch AIMS-Lunch	K-1st Lu 2nd-8th						2.88 2.88	1,152.0 5,616.0
1,220	Allyin-Eulieli	9/10/18-							5,010.0
	AIMS-Lunch	K-1st Lu	unch			1		2.88	1,440.0
2,420	AIMS-Lunch	2nd-8th						2.88	6,969.6
500	AIMS-Lunch	9/17/18- K-1st Lu						2.88	1,440.0
2,422		2nd-8th						2.88	6,975.
		9/24/18-	-9/28/18						
400 2,008		K-1st Lu 2nd-8th						2.88 2.88	1,152.0 5,783.0
	Plcs NC	OB HILL C	CATERI aylor W	ay			Total		\$30,528.

8/7/2018

Invoice: American Indian Model Schools

INVOICE



CSMC 43460 Ridge Park Drive Suite 100 Temecula CA 92590 Phone: 888 994 CSMC

American Indian Model Schools 171 12th Street Oakland CA 94607

Invoice #:	37309
Date:	September 15, 2018
Balance Due (USD):	\$18,894,00

ltem	Description	Unit Cost (\$)	Quantity	Price (\$)
BBO, PS & CALPADS	Business Back-Office, PowerSchool & CALPADS Support	18,894.00	1	18,894,00
NOTES: Octo	ber 2018 Invoice			
		Subto	rtal:	18,894.00
		Tı	otal:	18,894.00
		Amount F	aid	0.00
		Balance Due (U	BD):	\$18,894.00
	Due Date: October 1st, 2918			
	CSMC will be enforcing late penalties of 1.5% after 30) days from the due	date.	

Approved By

Amount \$ 18,894.00

Approved By

Amount \$ 18,894.00

Alphs 640

American Indian Model Schools

BOARD MEETING AGENDA Tuesday, September 18, 2018 @ 6:30 pm 171 12th Street

Oakland, CA 94607

I. CALL TO ORDER – Time 6:48

II. ROLL CALL

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

Quorum Established: Yes

III. ADOPTION OF AGENDA

Motion to adopt agenda

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

Motion Passes: Yes

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

No comments

V. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff.

Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

No Comments

VI. NON-ACTION ITEMS

- 1. President's Report
 - Board President, Mr. Steven Leung
- 2. Superintendent's Report
 - Superintendent Woods-Cadiz
- 3. AIMS K-12 Report
 - Head of Schools AIPHS, Mr. Tareyton Russ
 - Head of Academics AIPHS, Mr. Peter Holmquist
 - Head of Middle School, Mr. Maurice Williams
 - Head of Intermediate, Mr. Christopher Ahmad
 - Head of Primary, Ms. Erin Oh
- 4. Human Resources Report
 - HR Coordinator, Ms. Alma Morales
- 5. Operations Report
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung
- 6. Finance Report
 - Chief Business Officer, Ms. Katema Ballentine
 - CSMC School Business Manager, Ms. Adrienne Barnes
- 7. ELD Coordinator Report
 - ELD Coordinator, Ms. Vannee Chand
- 8. Bay Area Community Resources
 - BACR Coordinator, Mr. Carlos Castro

VII. ACTION ITEMS

- Consent Calendar
 - i. Personnel Report
 - HR Coordinator, Ms. Alma Morales
 - ii. Approval Board Meeting Minutes for 8/22/2018
 - iii. Approval of Updated Conflict of Interest Codes
 - Superintendent Woods-Cadiz
 - iv. Approval of Liability Insurance Continuance
 - Superintendent Woods-Cadiz
 - v. Approval of Swing Deposit
 - HR Coordinator, Ms. Alma Morales
 - vi. Approval of Internet Contract for Roosevelt Campus
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
 - vii. Approval of State Charter School Facilities Incentive Grants Program
 - Data, Accountability, and Operations Director, Ms. Marisol Magana

Motion: Motion to accept the consent calendar as presented.

By: Director Cook

2nd: Director Thompson

President Leung	Υ
Director Thompson	Υ
Director Cook	Υ
Director Wan	Υ
Director Edington	Υ

Motion Passes: Yes

Discussion and Possible Action Regarding Approval to Purchase Transportation Vehicles
 Superintendent Woods-Cadiz

Motion: Staff will buy or lease two fifteen passenger vans all cost will be approved by Finance Committee.

By: Director Cook

2nd: Director Edington

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

Motion Passes: Yes

3. Discussion and Possible Action Regarding Professional Boundaries Policy-Superintendent Woods-Cadiz

Motion: Motion tabled By: Director Cook

2nd: Director Thompson

President Leung	
Director Thompson	
Director Cook	
Director Wan	
Director Edington	

Motion: Tabled

4. Discussion and Possible Action Regarding Consensual and Voluntary Relationship Agreement-Superintendent Woods-Cadiz

Motion: Motion to approve agreement.

By: Director Cook

2nd: Director Thompson

President Leung	Υ
Director Thompson	Υ
Director Cook	Υ
Director Wan	Υ
Director Edington	Υ

Motion Passes: Yes

5. Discussion and Possible Action Regarding Board Resolution Regarding New Board Appointees-Secretary Toni Cook

Motion: Tabled

6. Discussion and Possible Action Regarding Finalized Board Calendar-Secretary Toni Cook

Motion: Motion to approve calendar.

By: Director Edington

2nd: President Leung

President Leung	Υ
Director Thompson	Υ
Director Cook	Υ
Director Wan	Υ
Director Edington	Υ

Motion Passes: Yes

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff.

Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

RECESS TO CLOSED SESSION - Time: 8:32pm

1. Potential litigation

- IX. RECONVENE FROM CLOSED SESSION Time: 9:48pm
- X. ROLL CALL

President Leung	Υ
Director Thompson	Υ
Director Cook	Υ
Director Wan	Υ
Director Edington	Υ

XI. REPORT FROM CLOSED SESSION

Nothing to report.

XII. ITEMS FOR NEXT AGENDA

Discussion and Possible Action Regarding Professional Boundaries Policy

Discussion and Possible Action Regarding Board Resolution Regarding New Board Appointees

XIII. ADJOURNMENT – Time: 9:53pm

By: Director Cook

2nd: President Leung

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on October 16, 2018 at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

l,	hereby certify that I	posted is ager	nda at the A	IMS Campus 1	71 12th	Street,
Oakland, CA 94607 c	n,	, at	PM Certif	ication of Postii	ng	

Personnel Report AIPCS,AIPCSII,AIPHS October 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

	Last			Salary (2018-		Total		Sick			Credential Expires
First Name	Name	School	Position	2019)	Benefits	Days	Vacation	Leave	Summer Pay	Credential	
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		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

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Coversheet

Discussion and Possible Action Regarding Leadership Training

Section: III. Action Items

Item: B. Discussion and Possible Action Regarding Leadership Training

Purpose: Vote

Submitted by:

Related Material: National Summit on Education Reform 2018.10.16.pdf



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 advocates at the 11th annual National Summit. The packed two-day event will feature notable keynote speakers and in-depth strategy sessions on evolving laws, 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.

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 educational opportunity, innovation and accountability policies that prioritize student success.

Registration Includes access to all keynote, general and strategy sessions, as well as four meals, numerous snack breaks and an evening cocktail reception on Thursday, Dec. 6.	\$649.00
Hotel The discounted group rate of \$279 + tax per night 2 nights (December 5-6) x \$279	\$558 + tax
Airfare San Francisco to Washington DC (December 5-7)	\$380 + tax
Approximate Cost	\$1,587 + tax

Coversheet

Discussion and Possible Action Regarding PIP Request for Khala Coley

Section: III. Action Items

Item: C. Discussion and Possible Action Regarding PIP Request for Khala

Coley

Purpose: Vote

Submitted by: MS. Alma Morales, Human Resources Coordinator

Related Material: Pip Request.pdf

The STSP will be restricted to the employing agency requesting the permit and can be issued for one year provided it expires at the end of the employing agency's school year. The Declaration of Need form that is required by employers to request an emergency permit is not needed when applying for a STSP. The permit cannot be renewed and is available to a candidate only once in a lifetime. Also, the STSP will not be issued to an individual that held five emergency permits.

Provisional Internship Permit

This permit is available when the employing agency knows that there will be a teacher vacancy yet is unable to recruit a suitable candidate. The expectations of the employer and the employee are higher since this individual will be the teacher of record and should be on a credential track. The focus of the document is meeting subject matter competency. Once a candidate completes subject matter competency, the candidate can be employed on a document such as an Individualized Internship Certificate or a University or District Intern Credential.

Candidate Requirements

- Bachelor's or higher degree
- Passage of the California Basic Educational Skills Test (CBEST)
- Specific course work or experience, explained in detail on the Provisional Internship Permit Information Leaflet http://www.ctc.ca.gov/credentials/leaflets/cl856.html

Employing Agency Requirements

- A diligent search was conducted for a suitable credentialed teacher or qualified internship teacher. Recruitment efforts must include but are not limited to distributing job announcements, contacting college and university placement centers and advertising in print or electronic media. Documentation of the required recruitment efforts must be included with each application submitted to the Commission.
- The permit holder will be provided with orientation, guidance and assistance as specified in Title 5 Section 80026.5, found on page 9, and provided on the Verification of Requirements for the PIP form CL-857. This form is available to employing agencies on the Credential Information Guide.
- Assist the individual in developing a personalized plan (kept on file at the local level)
 through an agency defined assessment leading to completion of subject matter competence,
 provided on the Verification of Requirements for the PIP form CL-857. This form is
 available to employing agencies on the Credential Information Guide.
- Counsel the permit holder to enroll in subject matter training, such as workshop or seminar
 formats and site-based courses with training in test-taking strategies, and inform the
 individual of the steps to earn a credential and enroll in an internship program, provided on
 the Verification of Requirements for the PIP form CL-857. This form is available to
 employing agencies on the Credential Information Guide.

Public Notice Requirement

Provisional Internship Permit requests must include verification that a notice of intent to employ the applicant in the identified position was made public. The public notice must include the following information:

- 1. The name of the applicant.
- 2. The assignment in which the applicant will be employed including subject(s), grade level(s) and school site, and

page 4

3. A statement that the applicant will be employed on the basis of a provisional internship permit

Public school districts must include a copy of the agenda item presented to the governing board of the district. The agenda item must be presented in a public meeting as an action item and include the information above for each individual for whom the permit will be requested. The permit request must include a signed statement from the superintendent, or his/her designee, that the item was acted upon favorably. To assure that each permit request received individual review and approval by the governing board, the agenda item may not be part of the consent agenda. All permit requests must be presented to the district's governing board as an action item. If the agenda item was not presented as an action item the application will be returned to the employing agency.

Each request for a PIP received from a county office of education, statewide agency or nonpublic school/agency or charter school must include a dated copy of the notice, which includes the information described above, that was posted in public view at least 72 hours before the position was filled. The request must include a signed statement from the superintendent or administrator confirming there were no objections to the permit. If objections were received, the nature of the objection and the name of the person or organization that lodged the objection must be sent with the permit application.

Due to the public notice requirement, employing agencies are not required to include PIP documents on the annual Declaration of Need form. The permit will be restricted to the employing agency and may be issued in two one-year increments if the individual takes all the subject matter exams listed on document and does not pass. Only two provisional internship documents of any kind may be issued to an individual (i.e. two multiple subject PIPs or one single subject PIP and one education specialist PIP, etc.) The permit will not be issued to an individual who was issued five emergency permits.

Other Emergency Permits

The Commission will continue to issue and/or reissue Emergency Crosscultural, Language and Academic Development (CLAD), Bilingual, Crosscultural, Language and Academic Development (BCLAD) and Resource Specialist Permits, as well as Clinical or Rehabilitative Services (reissue only) and Library Media Teacher Services Permits until further notice. It is important to note that the changes to the emergency permits and the addition of the STSP and PIP do not affect the issuance of Limited Assignment Teaching Permits.

Declaration of Need

Employers that hire individuals on the basis of Emergency Multiple Subject, Single Subject, or Education Specialist Instruction Permits for the 2005-2006 school year and/or on the basis of an Emergency CLAD, BCLAD, Resource Specialist Teaching Permit or Library Media or Clinical or Rehabilitative Services Permit must have a valid Declaration of Need form on file with the Commission. The current Declaration of Need form (CL-500) may be found on the Credential Information Guide. Charter schools are exempt from the Declaration of Need requirements. The Declaration of Need form will not need to include Short Term Staff or Provisional Internship Permit requests. A revised Declaration of Need will be available in April 2006 that will reflect that only the Emergency CLAD, BCLAD, Resource Specialist, Library Media and Clinical or Rehabilitative Permits may be requested. All Limited Assignment Teaching Permit requests will also need to be reported on the Declaration of Need for the 2005-2006 school year and beyond.

Coversheet

Discussion and Possible Action Regarding Proposal for Gate

Section: III. Action Items

Item: D. Discussion and Possible Action Regarding Proposal for Gate

Purpose: Vote

Submitted by: Ms. Marisol Magana, Director of Operations **Related Material:** 6. Proposal for Gate - EST0219 (1).pdf

6. Proposal for Gate - R&S.pdf6. Proposal for Gate - EST0092.pdf

BACKGROUND:

Estimates provided by - R&S Overhead Garage Door Inc - A-1 Gates and Access - Bay Area Automatic Gates and Fences

RECOMMENDATION:

MS. Magana recommends R&S Overhead Garage Door Inc

A-1 gates & access Inc

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

Bill To

Estimate EST0219

Marisol

Date 05/21/2018

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

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

Total \$17,190.00



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

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
Re; Pedestria	n Gate at Stairwell			\$8,970.00
R&S Overhead	Garage Door Inc. pro	poses to perform the following work:		
Furnish and In	stall:			
(1) Set of hear (1) Lever locks (1) Hydraulic (1) Lock guard (1) Side panel		e exit		
Re; Top of Wa	II			\$5,900.00
R&S Overhead				
Remove and d				
Furnish and in				
(1) Arched fer 3/4" arched pi				

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

Note: Bid does not include charges from previous service calls.

Limited warranty of 90 days on labor, one year on new parts and material installed limited to manufacture defect.

Warranty calls will be made during normal working hours of 8:00 a.m. to 4:30 p.m. Monday-Friday, excluding holidays.

Note: Offer does not include any permits or permit fees. Permits to be obtained by others

ınatu	

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.

AIMS K-12 College Prep Charter District - Regular Board Meeting - Agenda - Tuesday October 23, 2018 at 6:30 PM

"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 that 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
- 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&Sâ€"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.



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

		TOTAL	\$12,862.92
		SUBTOTAL	\$12,862.92
Provide and install custom chain link 12' ft. wide x 7.5' ft. high.	\$3,621.21	1	\$3,621.21
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).	\$9,241.71	1	\$9,241.71
DESCRIPTION	UNIT PRICE	QTY	TOTAL

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%