



AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Thursday June 13, 2019 at 6:15 PM PDT

Location

171 12th Street Oakland Ca, 94607

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			2 m

	Purpose	Presenter	Time
C. Approve prior Committee Meeting Minutes	Approve Minutes		3 m
D. Public Comment on Non-Action Items			10 m
<p>Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee’s agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
E. Public Comment on Action Items			10 m
<p>Public Comment on Action Items is set aside for members of the Public to address the items on the Committee’s agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
II. Non-Action Items			
III. Action Items			6:40 PM
A. Bay Area Community Resource Contract Discussion and Action	Discuss	Tiffany Tung	5 m
B. Prop 39: Energy Savings Discussion and Action	Discuss	Marisol Magana	5 m
C. Snack Program & Food service renewal Discussion and Action	Discuss	Tiffany Tung	5 m
D. 3% Admin Increase Approval	Vote	Katema Ballentine	5 m
E. Salary Schedules Approval	Vote	Katema Ballentine	5 m
F. 2019-2020 Budget Adoption	Vote	Katema Ballentine	5 m

	Purpose	Presenter	Time
Approval			
IV. Closed Session			7:10 PM
A. Public Comment on Closed Session Items	FYI		10 m
<p>Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
B. Recess to Closed Session	FYI		
<p>Closed Session Items:</p> <ol style="list-style-type: none"> 1. Conference with Real Property Negotiator (Gov. Code Section 54956.9) 2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9) 			
C. Reconvene from Closed Session	Vote		2 m
<p>Roll Call</p>			
D. Report from Closed Session	FYI		3 m
V. Closing Items			7:25 PM
A. Items For Next Agenda	FYI		
<p>-</p> <p>-</p> <p>-</p> <p>-</p>			
B. Adjourn Meeting	Vote		
C. NOTICES	FYI		

Purpose

Presenter

Time

The next regular meeting of the Board of Directors is scheduled to be held November 20, 2018 @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.

Certification of Posting

Coversheet

Bay Area Community Resource Contract

Section: III. Action Items
Item: A. Bay Area Community Resource Contract
Purpose: Discuss
Submitted by:
Related Material: 6.12.19 AIMS-BACR.pdf
AIMS K-5 19.20 Finance Budget.pdf
AIMS Middle School 19.20 Finance Budget (1).pdf



AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding (“Agreement”) establishes the material terms of the business relationship between Bay Area Community Resources (“BACR”) and American Indian Model Schools (“AIMS” or “School”) for the provision of certain educational services (as further detailed below) at the AIMS school site during the 2019-20 school year. BACR and AIMS are each referred to individually as a “Party,” and collectively as the “Parties.” This Agreement is effective upon execution by representatives of each Party (“Effective Date”).

In exchange for the benefits and consideration set forth below, the sufficiency of which is hereby acknowledged by both Parties, AIMS and BACR will collaborate to implement the educational program detailed below (“Program”) and assure the fulfillment of the objectives and activities outlined in this Agreement.

I. SCOPE OF WORK AND RELATED TERMS

BACR agrees to provide an after-school program aligned with the School's school day, program quality, and fiscal oversight, as follows:

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 140 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 140, BACR is open to accommodating more students. However, before Program enrollment exceeds 140 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 13, 2019 to June 19, 2020. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staffs.

The School and BACR intend to provide a comprehensive after school program for the School's students. To ensure a consistent experience for School students and families, the Parties hereby agree to the following:

1. Training. The BACR After-School Site Coordinator will attend, when able, training with School faculty and Staff (“School-Day Staff”). Additionally, both the School and BACR agree to be conscious of overlapping staff in scheduling professional development sessions so as to minimize disruption.

BACR Initials _____
 School Initials _____

2. Fundraising. Because all fundraisers will affect the same group of parents, BACR must obtain written approval from AIMS prior to any fundraising efforts involving the School's parents, apart from those funds associated with Program Participation Fees as set forth herein.
3. Classrooms. Teachers at the School will provide a "classroom checklist" to the BACR staff using their classrooms. These checklists are to ensure minimal disruption in the classroom from day to day. BACR staff will commit to checking the list upon arrival and before leaving and reporting any issues regarding the same in a timely manner.
4. Events. BACR and the School will notify each other of any proposed School-related family events (including any shows or showcases) at least one month in advance and will be open to changing dates and times for optimal coordination and participation.
5. Check-Ins. The BACR After-School Site Coordinator will check in daily with the School-Day Site Administrator or such other School staff member that is designated by the School Administrator from time to time for informational handover about student behavior and Program-related matters. In addition, the BACR After-School Site Coordinator and School-Day Site Administrator (or his or her designee) will have additional meetings on weekly or monthly basis to address case management of students, including updates around suspensions and expulsions, where necessary, as well as general Program operations and coordination between the School and BACR.
6. Policies and Procedures. BACR employees working at the School must abide by all BACR, and School policies. BACR will communicate all relevant School policies and procedures to BACR staff and ensure that BACR staff abide by them at all times. These include but are not limited to the School's safety plans and procedures, discipline, social media, student restraint, and any other applicable elements from AIMS' Staff/Family Handbook. A current copy of AIMS' Staff/Family Handbook policies is attached as Appendix A and incorporated herein. AIMS, in its sole discretion, may change these policies from time to time. In the event of any such changes, AIMS will provide BACR with the updated versions of the policies.
7. Teacher communications. Specific discussions between teachers and the BACR staff using their room must involve BACR's After-School Site Coordinator and the School's School-Day Site Administrator.

C. Communication and accessibility with parents.

The School and BACR recognize that communication with School parents and guardians is an important component of the Program's success. To that end, the Parties hereby agree to the following:

1. Announcements. The School can send information out to its entire parent body on behalf of BACR. This should be used only for major announcements, i.e., deadlines and applications for signing up. Program-specific information to participants will be managed by BACR, but subject to the Head of School prior approval. Communications should include the Head of School on the distribution list.
2. Key School Year Events. The BACR After-School Site Coordinator commits to attending the School's major school-year events, so that BACR has a presence at school-related activities that occur outside of the school day.
3. Welcoming events. BACR commits to being present at welcoming events for new families.
4. Office hours. The BACR After-School Site Coordinator commits to being on-site and available for questions from families and School staff at pre-committed hours that will not interfere with Program duties. The BACR After-School Site Coordinator will be on-site and available for questions from families and School staff each week from 12:00-6:00 pm on Monday-Thursday, and 12:00-6:00 pm on Fridays. Two Wednesdays per month After-School Site Coordinator will have off-site mandatory meetings that he or she must attend, and thus will not be available for office hours during these times. The After-School Site Coordinator will communicate details regarding these off-site meetings to the School-Day Site Administrator with as much advance notice as possible.
5. Attendance Records: BACR shall maintain accurate Program attendance records.
6. Research: BACR shall respond to any additional surveys or other methods of data collection that may be required throughout the life of the Program.
7. Student-to-Staff Ratio: BACR shall maintain a student-to-staff member ratio of no more than 20:1, except for in the case of temporary emergencies.

BACR Initials _____
 School Initials _____

8. Qualifications: BACR shall establish qualifications for each position so that all staff members directly supervising students meet the minimum qualifications of an instructional aide.
9. Screening: BACR shall ensure that all Program staff and volunteers will fulfill health screening (Clear TB Test) and CalDOJ fingerprint clearance requirements in current law and in compliance with School policies (Certified Assurance #25)

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

E. Safety and Crisis Protocol

To ensure the safety of all School students participating in the Program, the Parties agree that:

1. BACR shall enforce a clear safety and crisis protocol, applicable to Program operations, that outlines procedure, response times, and commitment to notifying and working with School staff. That Safe School Plan is attached hereto as **Appendix B**.
2. In the event that a crisis occurs while the BACR After-School Site Coordinator is not on the School-site, the BACR After-School Site Coordinator is expected to be available via phone within 5 minutes and physically present within 30 minutes, unless there are extenuating travel circumstances.
3. AIMS will identify a School staff member who will be on-call during BACR program hours, and who must be notified ASAP when a crisis occurs. The School staff member and BACR's Program Coordinator will jointly respond to the crisis.

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

A. Nature of the Program: The Program is an optional extra-curricular enrichment program that School families may elect to participate in, at their choosing, subject to the eligibility, payment of fees, and other criteria stated herein.

B. Program Fee Schedule:

BACR and AIMS have established Program Fees for participants who elect to participate in the Program in the 2019-2020 School Year ("Program Fee Schedule") as follows and based upon various factors including sibling participants and income tiers.

Income-Based Tier	Monthly Fee/Student	Monthly Fee w/ Sibling Discount (\$25) ¹
1	\$50	\$25
2	\$75	\$50
3	\$100	\$75

C. Program Fee Payment Terms:

1. Program Fees will not be pro-rated for students who join the Program later than the beginning of the school year or participate on a less-than-full-time basis (both of which are discouraged), except in cases where the student joins after January, 2019. Students who join after January, 2019 will be responsible for paying one half of the full-year Program Fee.
2. Program Fees may be paid in one lump sum, at the time of enrollment in the Program, or on a monthly basis, received by BACR no later than 7th of each month following the initial payment.
3. BACR will provide participants a 7-day grace period for payment, to the 15th of each month. If no payment is received by then, the nonpayment will be reported by BACR to the School via the

¹ This sibling discount does not apply to the first-enrolled student, but instead applies to the second (and any additional) enrolled students from the same family. For example, for a Tier 3 family, the monthly fee for student 1 is \$100, and the monthly fee is \$75 for any additional students from that same family.

BACR Initials _____
 School Initials _____

Program Fees Report, described below, and it will become the School's responsibility to pay BACR those funds on the terms set forth below.

4. All Program Fees shall be made on-line, by check, or by money order, made payable to "Bay Area Community Resources." No cash payments will be accepted.
5. Monthly Program Fees are due before participation begins, and then on a monthly basis going forward (unless paid in one lump sum), and are non-refundable in the event that a child leaves the program prior to the end of the year and/or only attend on a part time basis (both of which are discouraged).
6. As noted above, the Program will run until 6:00 pm. BACR will extend a 10-minute grace period for parents, guardians and other authorized persons to pick-up Program participants. BACR will not release a Program participant to an unauthorized person, and it will not allow a Program participant to simply leave on his or her own, without the authorized person. Program participants who remain after 6:10 pm may be charged a late fee of \$5.00 for every 10 minutes they are picked up late after the 10-minute grace period of 6:10pm. Late pick up fees will need to be paid by next Program day, online, by check or by money order. BACR will make every effort to collect fees from families. In the event any Program participants do not pay any late fee(s) in a timely manner, the School will pay BACR the applicable amount, as invoiced on a monthly basis.

III. PROGRAM ADMINISTRATION

A. Registration, Financial Aid, and First Collection of Program Fees

BACR will be responsible registering students, collecting Program Fees, and administering the financial assistance programs. BACR will use its best efforts to collect Program Fees from all families other than those that qualify for financial assistance. BACR will not allow families who have not paid the Program Fee (other than those designated by the BACR as being eligible for financial assistance) to participate in the program. BACR retain all Program Fees as a contribution towards the cost of managing the program.

B. Ongoing Collection of Program Fees

Following launch of the Program, BACR will be responsible for ongoing collection of Program Fees. BACR will use its best efforts to collect Program Fees from all families, considering those that receive Program scholarships as noted above and as determined by the School. BACR will report, to the School during the monthly meeting described below in Section IV, families who have not paid the Program Fee in full and in a timely manner (other than those designated by the School as being eligible for financial assistance). It shall then be the School's responsibility to take corrective action, if any, for non-payment. The School will report all such action(s) to BACR, so that BACR may act accordingly with respect to Program administration, collection of Program Fees in the future, etc. BACR retains all Program Fees as a contribution towards the cost of managing the Program and coverage of the Management Fee (defined below).

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS for the 2019-20 year is \$163,636 ASES. AIMS will contribute between \$65,000-50,000 and \$164,250 will be attained through parent's fees.

School staff and BACR staff will meet no later than the third Friday of each month in order to review various Program-related matters, including enrollment numbers and Program Fee collections.

At this monthly meeting, BACR will provide AIMS a written report of Program Fees it has collected from the parents of Program participants for the prior month, as well as any overdue Program Fees and late fees for that same month ("Program Fees Report"). In the event that Program Fee collections are below \$84,250, AIMS will fund any shortfall, regardless of amount. In addition, AIMS will fund any related late fees not already paid, as described above in Section (I)(C)(6). BACR will invoice AIMS for the shortfall, if any, and payment by the School will be made within thirty (30) days of issuance of BACR's invoice.

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-

BACR Initials _____
School Initials _____

payment by Program participants, or any other reason. But for this express agreement and commitment by AIMS, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

If enrollment trends over two (2) or more consecutive months indicate more than a 10% change in Program enrollment as compared to the current expected level of 140 participants, then the Parties will meet and confer on proposed changes to Program-related terms, including staffing, student groupings, and the Management Fee on a go-forward basis (i.e., non-retroactive) following execution of any addendum. The Parties will document the results of any such discussions and memorialize any related changes in an addendum to this Agreement.

V. TERM AND TERMINATION

The Term of the Agreement shall be from July 1, 2019 through June 30, 2020.

Either Party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to the other Party.

Notwithstanding any other provision of this Agreement, BACR may terminate this Agreement immediately for cause, without any further obligation by BACR, by providing written notice of the same to the School upon the occurrence of any of the following events which shall constitute "cause" for such immediate termination: (1) bankruptcy, insolvency, loss or reduction of funds for the Program by the School; (2) assignment of this Agreement by the School to any other person or entity without the express advance written consent of BACR; (3) a material breach of this Agreement; (4) the School's failure to pay the Management Fee to BACR in a timely manner as set forth above; or (5) a Force Majeure as defined below.

In the event of any termination for cause by BACR, other than one based on Force Majeure (as defined below), the School shall pay BACR any and all outstanding Management Fees and pre-approved expenses due and owing to BACR or incurred by BACR under this Agreement. For the sake of clarity, the School shall pay BACR the full Management Fee in the event of any termination for cause of this Agreement (except one resulting from Force Majeure as defined below), unless BACR advises of cost savings due to early termination that may be deducted from the AIMS fee.

VI. INDEMNITY

BACR shall defend, indemnify, and hold the School, AIMS, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees or claims for injury or damages, arising out of BACR's performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the grossly negligent or fraudulent acts or omissions of BACR, its officers, agents or employees.

AIMS shall defend, indemnify, and hold BACR, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees or claims for injury or damages, arising out of AIMS' performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the negligent or intentional acts or omissions of AIMS, its officers, agents or employees. Further, if AIMS exercises its rights pursuant to Section VII of this Agreement (Removal of Staff), then it shall indemnify BACR and its Board of Directors, officers, employees and agents for any liability, loss, expense, attorney fees, or claims for injury or damages related to that termination, under any theory, even if in its exercise of such rights the School has not engaged in any negligent or intentional acts or omissions.

VII. REMOVAL OF STAFF

In the event that AIMS, for reasonable cause, at any time during the term of this agreement, desires the removal of any BACR related persons, employees, representatives or agents from the School site and/or property, BACR shall immediately upon receiving notice from AIMS of such desire, cause the removal of such person or persons. Notwithstanding the foregoing, BACR will retain final authority over hiring and termination of any BACR staff, and any such hiring or termination will follow BACR HR policies.

BACR Initials _____
School Initials _____

VIII. CANRA COMPLIANCE

BACR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code 11164 -11174.

IX. SUBCONTRACTING

BACR may elect to subcontract a portion of the work or activities to be performed under this agreement. In such an event, AIMS in its sole discretion, shall have the right to approve or disapprove the use of such subcontractor. BACR shall require each such AIMS-approved subcontractor to agree to abide by all terms of this Agreement, and to indemnify, hold harmless and defend AIMS, its officers, officials, employees, volunteers, or agents in accordance with the terms of Paragraph IV, above (Indemnity).

X. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIMS as additional insureds under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIMS is an additional insured under the policy or policies. Insurance shall include the following:

- *Property Insurance* - for replacement value, including coverage for all assets listed in AIMS' property inventory and consumables that BACR will utilize as part of the Program. If full replacement value coverage is not available, BACR shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability* - providing coverage for negligence, errors and omissions, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students.
- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

XI. RELATIONSHIP BETWEEN THE PARTIES.

It is agreed that the relationship of BACR to AIMS is that of an independent contractor, that BACR shall provide all services under this Agreement as an independent contractor, and that BACR shall not have the authority to bind or make any commitment on behalf of AIMS. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between BACR and AIMS.

XII. NOTICE

Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery, registered mail or electronic means (with delivery confirmation), addressed to the recipient as follows:

If to the School:

ATTN: Marisol Magana
American Indian Model Schools
171 12th Street
Oakland, CA 94607
510-220-9985 (Phone)

If to BACR:

ATTN: Martin Weinstein, CEO
191 Carlos Drive
San Rafael, CA 94903-2005
415-444-5581 (Phone)
415-444-5589 (Fax)
mweinstein@bacr.org

All notices must be in writing to the addresses set forth above, unless otherwise advised by a Party. Notices sent are deemed to have been received immediately upon personal delivery, three (3) business days following deposit of the same with an authorized carrier for delivery by registered mail, or on the next business day following issuance by e-mail, but only if the recipient confirms receipt by e-mail.

XIII. INTEGRATION

BACR Initials _____
School Initials _____

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof, and it supersedes and merges all prior discussions between the Parties.

This Agreement may only be modified in a writing signed by both Parties that expressly references this Agreement.

XIV. LIMITATION ON LIABILITY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BACR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT TO BACR.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SCHOOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT.

XV. EXCLUSION ON LIABILITY

IN NO EVENT SHALL BACR BE LIABLE FOR ANY CONSEQUENTIAL INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY SCHOOL OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE SCHOOL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY BACR OR ANY THIRD PARTY, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF BACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XVI. MISCELLANEOUS

- A. Force Majeure: If, for reasons beyond the control of either Party (a "Force Majeure" event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR's non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.
- B. Time is of the Essence: Time is of the essence with respect to the Parties' performance of the Services hereunder.
- C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.
- D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.
- E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.
- F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.
- G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.
- H. Prevailing Party: In the event that it shall become necessary for any Party to institute legal proceedings against another Party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing

BACR Initials _____
School Initials _____

Party all costs related to such collection, including reasonable attorneys' fees and all expert witness fees incurred during pre-suit efforts, suit, and post judgment, appeal, or settlement collection.

- I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable
- J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to "person(s)" include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word "including" is used, it means "including without limitation."
- K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.
- L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a "including" is used, it means "including, but not limited to."
- M. Authority: The undersigned represent and warrant that they are duly authorized to sign this Agreement on behalf of their respective entities.

Effective as of the Date noted above upon signature of both parties.

AMERICAN INDIAN MODEL SCHOOLS

BAY AREA COMMUNITY RESOURCES, INC.

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

APPENDIX A: AMERICAN INDIAN MODEL SCHOOL STAFF AND FAMILY HANDBOOK

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2015

Site Name: AIMS	School funds	Program Fees
Site #:		
Average # of students to be served daily (ADA): 130		Lead Agency
TOTAL GRANT AWARD	\$45,000	\$80,000

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

Facilities	\$0	\$0
District Coordinators, evaluation, and training/technical assistance costs	\$0	\$0
Custodial Staffing and Supplies	\$0	\$0
Total	\$0	\$0

PERSONNEL

2205 Site Coordinator	\$15,000	\$0
Grade X Instructor - \$16.75hr x 21hrs/wk x 38.5 wks	\$0	\$13,630
Grade X Instructor - \$16.75hr x 21hrs/wk x 38.5 wks	\$0	\$13,630
Grade X Instructor - \$16.75hr x 20hrs/wk x 38.5 wks	\$12,981	\$0
BACR Program Manager	\$0	\$5,000
After school support staff	\$1,100	\$0
Total personnel	\$29,081	\$32,261

BENEFITS

3000's Lead Agency benefits (rate: 25%)	\$7,270	\$8,065
Total benefits	\$7,270	\$8,065

BOOKS AND SUPPLIES

4310 Cell Phone	\$0	\$0
Parking	\$900	\$0
Supplies	\$998	\$2,000
Total books and supplies	\$1,898	\$2,000

CONTRACTED SERVICES

5825 Contractors TBD	\$0	\$0
Cushion for less Fees	\$0	\$25,674
Total services	\$0	\$25,674

IN-KIND DIRECT SERVICES

BACR East Bay Director		
BACR Administrative Assistant		
Trainings (Summer Institute, CPS, Classroom Management, Lesson Planning, etc.)		
After School Program Support Staff (2.9% FTE per site - \$840)		
Volunteer Time		
In-kind Subcontractor Providers		
Other In-kind Providers		
Total services	\$0	

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin 15%	\$6,750	\$12,000
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Subtotals	\$45,000	\$80,000
Total	\$45,000	\$80,000
	\$0	\$0

AFTER SCHOOL BUDGET PLANNING SPREADSHEET
ELEMENTARY & MIDDLE SCHOOLS 01.2015

Site Name:	AIMS	ASES	Distirct Match (In-Kind)	Program Fees	Other School Site Funds	Other Lead Agency Funds (In Kind)
Site #:		Resource 6010, Program 1553				
Average # of students to be served daily (ADA):	130	ASES	School Site	Lead Agency	School Site	Lead Agency
TOTAL GRANT AWARD		\$163,636	\$45,490	\$84,250	\$20,000	\$6,217

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

Facilities	\$0	\$13,499	\$0	\$0	\$0
District Coordinators, evaluation, and training/technical assistance costs	\$0	\$13,000	\$0	\$0	\$0
Custodial Staffing and Supplies	\$0	\$4,000	\$0	\$0	\$0
Total	\$0	\$30,499	\$0	\$0	\$0

PERSONNEL

2205 Site Coordinator	\$41,000	\$0	\$0	\$0	\$0
Assistant Coordinator- \$18.25hr x 24hrs/wk x 42weeks	\$0	\$0	\$18,396	\$0	\$0
Grade X Instructor - \$16.75hr x 21.5hrs/wk x 38.5 wks	\$13,955	\$0	\$0	\$0	\$0
Grade X Instructor - \$16.75hr x 21.5hrs/wk x 38.5 wks	\$13,955	\$0	\$0	\$0	\$0
Grade X Instructor - \$16.75hr x 21.5hrs/wk x 38.5 wks	\$13,955	\$0	\$0	\$0	\$0
Grade X Instructor - \$16.75hr x 15hrs/wk x 38.5 wks	\$9,673	\$0	0	\$0	\$0
Grade X Instructor - \$16.75hr x 17hrs/wk x 38.5 wks	\$11,034	\$0	\$0	\$0	\$0
BACR Program Manager	\$5,000	\$0	\$6,290	\$0	\$0
Professional Development			\$1,005		
Total personnel	\$108,572	\$0	\$24,686	\$0	\$0

BENEFITS

3000's Lead Agency benefits (rate: 25%)	\$27,143	\$0	\$6,172	\$0	\$0
Total benefits	\$27,143	\$0	\$6,172	\$0	\$0

BOOKS AND SUPPLIES

4310 Cell Phone	\$0	\$0	\$1,200	\$0	\$0
Supplies	\$3,376	\$0	\$1,000	\$0	\$0
Snack	\$0	\$14,391	\$0	\$0	\$0
4310 CitySpan Support System	\$0	\$600	\$0	\$0	\$0
Total books and supplies	\$3,376	\$14,991	\$2,200	\$0	\$0

CONTRACTED SERVICES

5825 Contractors TBD	\$0	\$0	\$30,000	\$0	\$0
Cushion for less Fees			\$8,555	\$20,000	
Total services	\$0	\$0	\$38,555	\$20,000	\$0

IN-KIND DIRECT SERVICES

BACR East Bay Director				\$0	\$2,160
BACR Administrative Assistant				\$0	\$2,000
Trainings (Summer Institute, CPS, Classroom Management, Lesson Planning, etc.)					\$1,217
After School Program Support Staff (2.9% FTE per site - \$840)					\$840
Volunteer Time					\$0
In-kind Subcontractor Providers					\$0
Other In-kind Providers					\$0
Total services	\$0	\$0			\$6,217

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin 15%	\$24,545		\$12,638		\$0
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Subtotals	\$163,636	\$45,490	\$84,250	\$20,000	\$6,217
Total	\$163,636	\$45,490	\$84,250	\$20,000	\$6,217
	\$0		\$0		

Coversheet

Prop 39: Energy Savings

Section:	III. Action Items
Item:	B. Prop 39: Energy Savings
Purpose:	Discuss
Submitted by:	
Related Material:	Carrier - West Zones (1).pdf Prop 39 - Energy Savings Grant (1) (2).pdf



Carrier Commercial Service
May 17, 2019

Ms. Marisol Magana
Data, Accountability and Operations Director
American Indian Model Schools
171 12th St.
Oakland, CA 94607

Subject: Carrier will install a new DDC Carrier Controls System for the 2nd Floor West Zones at the American Indian Model Schools located at 171 12th St., Oakland, CA 94607.
Quotation No: 1871Q684828-1

Dear Marisol,

We are pleased to provide you a price for the above work. Please find the following scope of work which will be performed.

Our experience and long-term industry standings will guarantee the service is done correctly, professionally, and with your satisfaction first and foremost.

Scope of Work

- Provide and install new control panel in the 2nd floor Telecom room with Carrier XT Router for all 2nd floor controls.
- Remove existing VAV controllers for (9) each dual duct terminal boxes.
- Remove existing Room Temperature Sensors for (9) each dual duct terminal boxes.
- Provide and install (9) each Carrier Open Dual Duct controllers for the existing VAV terminals.
- Provide and install (9) each Carrier ZS Communicating Room Sensors to serve the new Carrier dual duct controllers.
- Provide and install all BACnet communication wiring to connect the new dual duct controllers to each other and to the new XT Router to form a complete communicating network.
- Provide and install all wiring to connect the ZS Plus communicating room sensors to the dual duct controllers.
- Provide labor to configure the new controllers and commission the new controls.
- Provide labor to set up the new XT Router and initialize with the existing i-Vu Web Server.
- Provide labor to update and configure the existing i-Vu Web Server.
- Provide and install floor plan graphics for the 2nd floor West Zones.
- Provide engineering and drawings for the project.
- Provide component submittals.
- Provide customer training
- Repair one section of collapsed ductwork.

Notes:

Owner to provide broadband internet connection with 2 each Static IP addresses, default gateway address, subnet address, and DNS address prior to i-Vu installation.

- *The cost to perform the above work on (9) VAVs will be.....\$77,588.00
- *The cost to perform the above work on (2) VAVs will be.....\$65,352.00
- *The additional budget cost to provide a permit for this work will be \$2,500.00. This cost includes the permit costs, the time to apply and pick up the permit and the cost to meet the inspector.
- *This cost only includes what is in the above scope of work.
- *Carrier highly recommends doing all 9 zones at once since this will ensure that all areas are being controlled at the proper temperature.

Exclusions:

- Assumes all VAVs are operational and functional.
- Assumes use of existing 120vac power for new system.
- Excludes Air Balance on VAVs.

Carrier Commercial Service Terms and Conditions Apply
Carrier Commercial Service 600 McCormick St., Suite B, San Leandro CA 94577, CCL #499642, Fax-860-998-9995

- All electrical wiring is 24 volts. Existing 120vac circuit to be used for new system.
- Permit-Additional permit costs above the \$2,500 budget cost will be billed on a T&M basis.

Carrier will provide its standard industry warranty of 90 days labor and one-year parts.
All work will be performed during normal Carrier business hours.
The above prices do include sales tax, and freight and this quotation is valid for thirty (30) days.

Thank you for choosing Carrier as your HVAC Service Provider. Should you have any questions regarding the above, please feel free to call me at (510) 347-2037.

Sincerely,

Bruce S. August
Senior Sales Engineer/Project Manager
CARRIER CORPORATION

Accepted by: _____

Purchase Order #: _____

Date: _____



Prop 39 - Energy Savings Grant

Up to date expenditures

American Indian Model School Prop. 39				
Project Summary To Date				
		AIM 1	AIM 2	Total
	Prop. 39 Share	\$234,396.60	\$254,113.40	\$488,510.00
	FNF Fees	\$26,054.40	\$28,225.60	\$54,280.00
	Total	\$260,451.00	\$282,339.00	\$542,790.00
Finished Projects		AIM 1	AIM 2	Total
HVAC		\$188,279.20	\$57,395.00	\$245,674.20
Lighting			\$43,913.78	\$43,913.78
Cool Roof			\$123,510.00	\$123,510.00
Plug Load		\$1,575.00		\$1,575.00
DHW		\$6,950.00		\$6,950.00

Proposed expenditure

Projects Remaining	AIM 1	AIM 2	Total	\$ Remaining
HVAC				
	\$196,804.20	\$224,818.78	\$421,622.98	\$66,887.02
HVAC Options (Including permit)	AIM 1	AIM 2	Total	\$ per zone
West Wing (9 zones)	\$43,698.24	\$36,389.76	\$80,088.00	\$8,898.67
Entire building (52 zones)	\$153,518.86	\$129,311.14	\$282,830.00	\$5,439.04
Outcomes/Options	AIM 1	AIM 2	Total	\$ Out of Pocket
West Wing (9 zones)	\$43,698.24	\$36,389.76	\$80,088.00	(\$13,200.98)
Entire building (52 zones)	\$153,518.86	\$129,311.14	\$282,830.00	(\$215,942.98)

Summary



Remaining Balance

AIPCS - \$37,592.40

AIPCS II - \$29,294.62

Total - \$66,887.02

We have until June 30, 2019, to execute a contract that falls under the energy savings plan. Prop-39 Funding that is not encumbered by June 30, 2019, will have to be returned to the California Department of Education.

Coversheet

Snack Program & Food service renewal

Section: III. Action Items
Item: C. Snack Program & Food service renewal
Purpose: Discuss
Submitted by:
Related Material: K-8th Snack Program Final .pptx
AIMS Lunch Masters Contract 2019-2020.docx

AIMS K-8th Snack Program



Snack Program Benefits

- The benefit of a K-8th snack program would be supporting our students with a snack for students that stay till 6:00pm. Our students will have access to another healthy meal.
- The snack program is an opportunity for students to improve their nutrition and selection choices given that they are provided a snack. Students that have food insecurity needs and ensuring all students have access to a healthy snack right around the time they would be starting homework.
- The NSLP after school Snack program is a federally assisted program that provides encourages schools to provide snacks to fulfill the hunger gap for students participating in after school programming.
- We are partnering with BACR (Bay Area Community Resources) for afterschool program. BACR will support with distribution of snacks.

Snack Program Threat/Weaknesses

Potential weaknesses

- This will be another program to administer, there are regulations, compliance, costs and labor requirements to serve the snacks, to our benefit we are partnering with BACR for the 2019-2020 school year, however every year after that logistics and programming could look different.
- Ordering would be another administrative task that would need to be added on.
- Mindful of ordering since only reimbursed what is served and checked out. This could put sites at a deficit if orders are not placed correctly.

Participation

Snack Program

AIPCS & AIPCS II: 350

AIPHS: N/A

Cost Projections

Snack Program: Reimbursable Rates (Area Eligible, all students receive free snack regardless of eligibility)

Free: \$.91

Reduced: \$.91

Paid \$.91

Snack Program: cost neutral program, AIMS will be reimbursed for 100% of all students that participate within the snack program at the rate of \$.91 for all students regardless of FRL status.

RFP: one time fee of \$3500.00 since we are implementing a new program, a rebid process will need to occur.

Cost Assumptions

AIMS Snack Budget

Participation: 350

Days of School: 190

7% Waste (Over Ordering)

Revenue:

Federal Reimbursement at \$.91 cents for every snack served: \$ 60,515.00

Expenses:

Snack Cost \$.88 cents (vendor charge): \$59,690.40

Program Cost(Waste):\$ 2101.40

SCHOOL LUNCH SERVICE CONTRACT (STANDARD)

This agreement is made on June 13th, 2019 between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at **601 Taylor Way, San Carlos, California 94070** (hereinafter "Nob Hill") and **American Indian Model Schools (AIMS)**, located at **171 12th Street, Oakland CA 94607** (hereinafter "Client").

RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall commence on **August 13, 2019**, and shall continue in full force and effect for until **June 19, 2020** unless otherwise terminated pursuant to the termination provisions of this Agreement. Notice of intent to terminate shall be given by a party desiring to terminate this contract a minimum of sixty days (without cause) or thirty days (with cause) prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 15 below. Any such automatic renewal shall be subject to adjustments in pricing as agreed upon by the parties. The Pricing Grid, Exhibit B hereto, shall be modified and attached hereto as a modification of this contract from time to time.

2. **Services Provided.** Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu.

B. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with the institution and performance of a school lunch program during the current school year. Service for summer requires a separate contract.

3. **Delivery, Charges and Billing.**

A. The basic price per meal served shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties. Price increase for future years shall not exceed Consumer Price Index (CPI) for that given year.

B. All meal service ordered by Client for free of charge or reduced charge meals shall be billed monthly unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of receipt of the invoice. **Client must notify Nob Hill within 72 hours of receipt of any discrepancy in the invoice.** If all sums due is not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of (5%) per month shall be paid on all unpaid sums in addition to the amount originally invoiced. Client agrees to pay said service charge upon presentation. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charged meals or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise the Nob Hill account representatives identified as, Michael Giouzelis of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service, time of delivery and the like, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any such order. Notice shall be given by email and pursuant to the provisions of Paragraph 15 below.

F. Each meal delivery shall be accompanied by an assortment of milk items in such a manner that there shall be one beverage available for everyone for whom a meal is provided. However, the beverage items shall be in the form of an assortment (1% and Fat-Free) of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on any delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide appropriate utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that “extras” are available for consumption only upon payment therefore.

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to The LunchMaster corporate office prior to delivery driver leaving the delivery location so that missing items can be delivered before meal service. If missing component was not delivered before meal service, American Indian Model School (AIMS) will only be invoiced for all complete meals served to students not incomplete meals.

J. Client agrees that all Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the “off” position upon termination of usage. Any damage to Nob Hill equipment occasioned by lack of reasonable care in the use of said equipment shall be reimbursed to Nob Hill by Client on presentation of documentation reasonably establishing the cost of repair.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by volunteers at which Nob Hill provides only a “drop off” service, Nob Hill shall provide Client with training materials appropriate for use by volunteers with respect to appropriate and healthy food distribution methods. ~~If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth~~

~~in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.~~

4. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is **Tiffany Tung**, whose job title is **Data, Accountability and Operations Coordinator**. The contact information for the initial site contact person is: tiffany.tung@aimsschools.org. Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

B. Nob Hill shall designate account representatives responsible for administration of the school account. The initial Nob Hill account representatives shall be **Michael Giouzelis** and/or **The LunchMaster Office Staff**. The contact information for the School Representatives is: mike@nobhillcatering.com and/or lmadmin@thelunchmaster.com. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues of concern regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representatives as soon as is reasonably practical under the circumstances to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

5. **Termination by Client or Nob Hill.**

A. If Client desires to terminate this Agreement for the convenience of client, Client shall give a minimum of sixty days' notice (without cause) and thirty days' notice (with cause) of termination. Notice shall be given in the manner described in Paragraph 15 below.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the

service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 15 below or Nob Hill may elect to continue service until the termination date.

D. If client has not otherwise terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience. Good cause shall not be required for termination under this paragraph. If service is terminated pursuant to the terms of this paragraph, Nob Hill shall give a minimum of thirty (30) days written notice to termination in the manner described in Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 30 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 10 days of notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

6. **Food Quality Standards.**

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (except for breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced-price meal.

7. **Field Trip Requirements.**

A. Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Notification for field trip lunches shall be given no later than seven business days via email. Client is responsible for notifying and clarifying Nob Hill of any adjustments from regular meals ordered that day. Any cancellation is to occur no less than three business days in advance.

8. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

Nob Hill Catering, Inc. Agrees to:

1. Ensure each meal provided to the agency under this agreement meets minimum requirements as to the nutritional content as specified by NSLP Meal Pattern, which is excerpted from regulations 7 CFR Part 210.10 and 220.8 or an approved National School Lunch Program option.
2. Maintain full and accurate records that document: (1) the menus were provided to the agency during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using field factors for each food item as listed in the United States Department of Agriculture Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
3. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase of otherwise availability to the vendor of the meal components and quantities itemized in the meal preparation records.
4. Maintain daily, an accurate count of the number of meals, by meal type, prepared for and delivered to the agency. Meal count documentation must include the number of meals requested by the agency.
5. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or for 3 years after the end of the audit). Upon request, make all accounts and records pertaining to the agreement available to the certified public accountant hired by the agency, representatives of the California Department of Education, USDA, and the office of the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.
6. The vendor shall surrender to the SFA upon termination of the agreement all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete.

7. Nob Hill Catering, Inc. will indemnify, defend, and hold harmless **AIMS, American Indian Model Schools** and its directors, officers and employees from and against any material liabilities, losses, expenses (including reasonable attorney's fees), cost and damages (collectively "Damages") arising out of or relating to breach of any material representation, warranty or covenant of Nob Hill Catering, Inc. under this Agreement. The indemnification obligations of Nob Hill Catering, Inc. shall not apply to the extent that the applicable damages are directly caused by **American Indian Model Schools** or any of its agents, contractors or employees.
8. Nob Hill Catering, Inc. will keep and maintain Commercial general liability insurance, including extended coverage for product in an amount no less than one million dollars (1,000,000.00) for each occurrence for any liability resulting from incidents of improper product preparation, contamination or transport or breach of any representation, warranty or covenant of Nob Hill Catering, Inc. under this agreement. Nob Hill Catering, Inc. will provide **American Indian Model Schools** with a certificate evidencing insurance in the amount required above naming **American Indian Model Schools** as an additional Insured and specifying that the coverage will not be canceled or modified without 30 days of prior written notice to **American Indian Model Schools**.
9. If Delivery / Production records are not delivered upon delivery, Nob Hill must be notified by phone and email upon school noticing that paperwork is missing. Nob Hill will deliver paperwork before lunch service. If Nob Hill fails to deliver Delivery / Production paperwork for that day service, Nob Hill will issue credit ONLY.

Certifications:

If this agreement is more than \$100,000.00, the agency and the vendor shall comply with all applicable standards, orders, or regulations issued:

- a) Section 306 of the Clean Air Act (42 USC 185h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations.
- b) Certification regarding Lobbying Pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)
- c) Disclosure of Lobbying activities pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)

Nob Hill certifies that they are in compliance with:

- a) Energy Policy and Conservation Act (OMB Circular A-102, Attachments o, paragraph 14.j)
- b) Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)

- c) Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Department of Labor Relations.

10. **Force Majeure.** Neither party shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes and other natural disasters.

11. **Entire Agreement.** This contract contains all the covenants between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment.** This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment.** Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney’s fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. Mediation. The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny

attorney's fee to that party that the non-participating party would otherwise have been entitled to an award of attorney's fees.

B. The parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discover shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

C. Exclusive jurisdiction and venue with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices.** Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

Nob Hill Catering Inc.

601 Taylor Way
San Carlos, CA 94070
lunchmaster@nobhillcatering.com

American Indian Model Schools:

171 12th Street
Oakland, CA 94607
tiffany.tung@aimschools.org

Dated: _____

NOB HILL CATERING, INC.

By: Michael Giouzelis

Dated: _____

**AMERICAN INDIAN MODEL
SCHOOLS**

Print Name: Maya Woods-Cadiz

**EXHIBIT A
MEAL SERVICE DETAIL**

1. Ingredients that may not be used (within reasonable capability of Nob Hill):

2. Beverage service (Unless otherwise noted, beverage service shall be an assortment of 1% milk, non-fat white and non-fat chocolate milk & Water):

3. Service shall be provided Monday through Friday unless noted below:

4. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

5. Field trip:

See Paragraph 8.

6. Cancellation and refund policy:

Cancellation policy is detailed in Paragraph 11 of the attached Addendum.

**EXHIBIT B
PRICING GRID
Daily Cost Breakdown**

LINE ITEM	RATE
Lunch	\$2.95

**ADDENDUM TO SCHOOL LUNCH SERVICE CONTRACT
(NATIONAL SCHOOL LUNCH PROGRAM)**

This Agreement shall supplement the School Lunch Service Contract Agreement dated June 13th, 2019 between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster** (hereinafter "Nob Hill") and **American Indian Model Schools (AIMS)**, located at **171 12th Street, Oakland CA 94607**. (hereinafter "Client"). The purpose of this Addendum is to provide additional detail to the agreement between the parties to comply with the requirements of the National School Lunch Program. This Addendum shall be effective on the date of the underlying vending agreement and shall terminate upon termination of the underlying Agreement.

1. In addition to the term of the Agreement as set forth in Paragraph 1 of the underlying Agreement, the parties understand that despite the duration of the contract as set forth in Paragraph 1, pursuant to the requirements of the National School Lunch Program, pricing as set forth on Exhibit B (Pricing Grid) must be reviewed and agreed upon annually in a manner consistent with the requirements of the National School Lunch Program. A new Pricing Grid shall be agreed upon and attached to the underlying Agreement annually.

2. In addition to the matters set forth in Paragraph 2 of the underlying agreement, the following shall apply:

a. Nob Hill shall prepare and institute a program in compliance with the School Nutrition Programs, Child and Adult Care Food Program, and the Summer Food Service Program, including after school snack and supper programs. Upon request, Nob Hill shall undertake such steps as shall be necessary to provide a Seamless Summer Program pursuant to the provisions of the National School Lunch Program. To the extent reasonably possible, Nob Hill meals meet the National School Lunch and School Breakfast Program requirements using offer versus serve and utilizing the HHFKA food based menu planning type, and the requirements of the Child and Adult Care Food Program, After School Snack and Supper Program. Although Nob Hill attempts to ensure compliance with all program requirements, Nob Hill cannot be responsible for the failure of third party vendors or others to inform Nob Hill of changes to products which may not comply with government program requirements.

b. Individuals responsible for ordering meals shall be required to estimate the number of students desiring milk service and each of the fruit and vegetable choices upon entering orders. It is understood that milk orders shall be used solely for service with meals as ordered. The responsible parties shall not over order for purposes of "stockpiling" or storing milk products for alternate uses. Nob Hill reserves the right to charge separately, cancel service or take such other steps as shall be necessary if "stockpiling" shall occur. It is understood that milk and milk products shall be stored and refrigerated properly upon delivery. Milk for breakfast service and field trips will be

delivered the day prior to service. Milk for lunch, supper, and snack will be delivered for same day consumption.

3. Lactaid and/or soymilk products as dairy substitute shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to use those products. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. Lactaid shall be provided at the same price as is milk. Soymilk is subject to additional charge to be agreed upon.

4. Vegan/gluten free meals shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to receive vegan/gluten free meals. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. If a student desires to receive vegan/gluten free meals without written evidence from a licensed physician that the participant requires such meals, vegan/gluten free meals will be provided at an additional charge to be agreed upon.

5. All orders shall be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. Nob Hill reserves the right to decline any orders received after that deadline. Any orders received and accepted by Nob Hill after the deadline set forth in this paragraph shall be subject to a late fee in the sum of \$50.00 per order (regardless of the number of meals ordered). Upon delivery of meals, Nob Hill shall provide such documentation as is necessary to comply with the requirements of the National School Lunch Program.

6. The parties understand that milk and other dairy products are volatile and subject to spoilage if not refrigerated or otherwise cared for properly. If dairy products shall, in the opinion of Client, not be consumable due to spoilage, upon providing evidence of such spoilage to Nob Hill, Client shall be credited for those specific items which are spoiled. Entire shipments shall not be credited, only those specific items which were spoiled. Any items as to which a claim of spoilage is being made shall be returned by Client to Nob Hill for inspection if reasonably possible. If return is not possible, Client shall undertake such steps as shall be reasonably available to document spoilage, including but not limited to photographs of all items alleged to be spoiled. All items as to which there is a claim of spoilage, which are not returned to Nob Hill or as to which evidence of spoilage is not provided, shall not be subject to credit.

7. If Client desires, for any reason, to partially cancel service under the terms of this contract and addendum thereto, Client shall give ten (10) days written notice of its partial cancellation of service. For purposes of example only, if Client has contracted for breakfast, lunch and snack service and desires to cancel one of the three services

contracted for, the provisions of this paragraph requiring a ten (10) day notice of cancellation shall apply. If, however, Client desires to cancel all services provided pursuant to the underlying contract and this addendum, the standard cancellation procedures set forth in the underlying contract shall apply.

8. All requirements of the School Lunch Service Contract set forth in Paragraph 8 regarding field trips shall be applicable to the National School Lunch Program service. All orders must be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. In the event of timely notification, bag lunches shall be delivered on the day prior to the field trip. Client must be able to refrigerate all items requiring refrigeration overnight for use the next day. Nob Hill shall not be required to deliver bag lunches for use by program participants on field trips other than at the time of regular delivery or the day preceding pursuant to the terms of this paragraph.

9. With respect to the School Nutrition Programs, cancellation and refund timing shall be as set forth below. To cancel service or change service, the following grid shall apply:

	Monday	Tuesday	Wednesday	Thursday	Friday
To make a change or cancel for:	Previous TH by 4 PM	Previous Fri by 4 PM	Monday 4 PM/same week	Tuesday 4 PM/same week	Wed 4 PM/same week

10. This paragraph is intended to supplement Paragraph 2 of the School Lunch Service Contract. Client agrees that a staff member shall be available at the time of delivery to count all items delivered and check the items for spoilage. The Nob Hill driver shall remain onsite in order for the Client to complete the count for a period of no more than 10 minutes following the arrival of the driver. The driver shall have available appropriate receipts or other documentation for the school representative to sign regarding the sufficiency of the delivery. Any delivery shortage discovered following the departure of the driver shall not be credited.

11. With respect to Paragraph 3 of the School Lunch Service Contract, it is understood that billing for free and reduced-price meals shall be on a weekly basis consistent with Paragraph 3.B of the underlying Agreement. Payment shall be consistent with said Paragraph 3.B.

12. Client is hereby granted an option to extend the School Lunch Service Contract to which this Addendum is attached for three (3) additional periods of one (1) year, the renewal to commence upon the anniversary date of the commencement of this Contract and each anniversary date thereafter for a maximum of three (3) years. In order to renew this option, Client shall notify Nob Hill of its election to renew pursuant to the procedures set forth in Paragraph 15 of the School Lunch Service Contract. Upon notification of Client electing to renew, the contract shall be renewed upon all terms and conditions, subject only to adjustment of pricing as set forth on Exhibit B to the School

Lunch Service Contract. Client shall exercise its option to renew prior to termination of the previous contract term. Nob Hill shall notify Client of any modification of pricing terms within thirty (30) days of receipt of notification of exercise of the option to renew. Upon notification of pricing adjustments, Client shall have a period of fifteen (15) days within which to either accept the adjustments or terminate this contract and any extension thereof in its entirety. Except as specifically provided herein, all terms and conditions of the School Lunch Service Contract entered between the parties shall remain in effect, unmodified.

Dated: _____

NOB HILL CATERING, INC.

By: Michael Giouzelis

Dated: _____

**AMERICAN INDIAN
MODEL SCHOOLS**

Print Name: Maya Woods-Cadiz

Coversheet

Salary Schedules

Section: III. Action Items
Item: E. Salary Schedules
Purpose: Vote
Submitted by:
Related Material: Classified Salary Schedule-converted.pdf
AIMS Teachers Exception Salary Schedule.pdf

American Indian Model Schools Classified and Other Certificated Salary Schedules

FTE: FULL TIME EQUIVALENT

DAYS PER YEAR/HOURS PER DAY

12 MONTH POSITION	241	8
11 MONTH POSITION	205	8

**incremental increase of 1.5%*

	PCN	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
CERTIFICATED MANAGEMENT							
Head of School	1300	\$ 113,275.00	\$ 115,000.00	\$ 116,725.00	\$ 118,475.88	\$ 120,253.01	\$ 122,056.81
Monthly		\$ 9,439.58	\$ 9,583.33	\$ 9,727.08	\$ 9,872.99	\$ 10,021.08	\$ 10,171.40
Daily		\$ 470.02	\$ 477.18	\$ 484.34	\$ 491.60	\$ 498.98	\$ 506.46
Hourly		\$ 58.75	\$ 59.65	\$ 60.54	\$ 61.45	\$ 62.37	\$ 63.31
Head of Division	1300	\$ 93,575.00	\$ 95,000.00	\$ 96,425.00	\$ 97,871.38	\$ 99,339.45	\$ 100,829.54
Monthly		\$ 7,797.92	\$ 7,916.67	\$ 8,035.42	\$ 8,155.95	\$ 8,278.29	\$ 8,402.46
Daily		\$ 388.28	\$ 394.19	\$ 400.10	\$ 406.11	\$ 412.20	\$ 418.38
Hourly		\$ 48.53	\$ 49.27	\$ 50.01	\$ 50.76	\$ 51.52	\$ 52.30
Dean of Schools	1300	\$ 68,950.00	\$ 70,000.00	\$ 71,050.00	\$ 72,115.75	\$ 73,197.49	\$ 74,295.45
Monthly		\$ 5,745.83	\$ 5,833.33	\$ 5,920.83	\$ 6,009.65	\$ 6,099.79	\$ 6,191.29
Daily		\$ 286.10	\$ 290.46	\$ 294.81	\$ 299.24	\$ 303.72	\$ 308.28
Hourly		\$ 35.76	\$ 36.31	\$ 36.85	\$ 37.40	\$ 37.97	\$ 38.53
CLASSIFIED MANAGEMENT							
Chief Business Officer	2300	\$ 118,200.00	\$ 120,000.00	\$ 121,800.00	\$ 123,627.00	\$ 125,481.41	\$ 127,363.63
12 MONTH POSITION	Monthly	\$ 9,850.00	\$ 10,000.00	\$ 10,150.00	\$ 10,302.25	\$ 10,456.78	\$ 10,613.64
	Daily	\$ 490.46	\$ 497.93	\$ 505.39	\$ 512.98	\$ 520.67	\$ 528.48
	Hourly	\$ 61.31	\$ 62.24	\$ 63.17	\$ 64.12	\$ 65.08	\$ 66.06
Classified Director	2300	\$ 83,725.00	\$ 85,000.00	\$ 86,275.00	\$ 87,569.13	\$ 88,882.66	\$ 90,215.90
12 MONTH POSITION	Monthly	\$ 6,977.08	\$ 7,083.33	\$ 7,189.58	\$ 7,297.43	\$ 7,406.89	\$ 7,517.99
	Daily	\$ 347.41	\$ 352.70	\$ 357.99	\$ 363.36	\$ 368.81	\$ 374.34
	Hourly	\$ 43.43	\$ 44.09	\$ 44.75	\$ 45.42	\$ 46.10	\$ 46.79
Classified Manager	2300	\$ 80,770.00	\$ 82,000.00	\$ 83,230.00	\$ 84,478.45	\$ 85,745.63	\$ 87,031.81

12 MONTH POSITION	Monthly	\$ 6,730.83	\$ 6,833.33	\$ 6,935.83	\$ 7,039.87	\$ 7,145.47	\$ 7,252.65
	Daily	\$ 335.15	\$ 340.25	\$ 345.35	\$ 350.53	\$ 355.79	\$ 361.13
	Hourly	\$ 41.89	\$ 42.53	\$ 43.17	\$ 43.82	\$ 44.47	\$ 45.14

CLASSIFIED

Coordinator of Human Resources	2400	\$ 67,915.75	\$ 68,934.49	\$ 69,968.50	\$ 71,018.03	\$ 72,083.30	\$ 73,164.55
<i>12 MONTH POSITION</i>	Monthly	\$ 5,659.65	\$ 5,744.54	\$ 5,830.71	\$ 5,918.17	\$ 6,006.94	\$ 6,097.05
	Daily	\$ 281.81	\$ 286.04	\$ 290.33	\$ 294.68	\$ 299.10	\$ 303.59
	Hourly	\$ 35.23	\$ 35.75	\$ 36.29	\$ 36.84	\$ 37.39	\$ 37.95

Coordinator of Business Services	2400	\$ 67,915.75	\$ 68,934.49	\$ 69,968.50	\$ 71,018.03	\$ 72,083.30	\$ 73,164.55
<i>12 MONTH POSITION</i>	Monthly	\$ 5,659.65	\$ 5,744.54	\$ 5,830.71	\$ 5,918.17	\$ 6,006.94	\$ 6,097.05
	Daily	\$ 281.81	\$ 286.04	\$ 290.33	\$ 294.68	\$ 299.10	\$ 303.59
	Hourly	\$ 35.23	\$ 35.75	\$ 36.29	\$ 36.84	\$ 37.39	\$ 37.95

Fiscal Technician	2400	\$ 54,817.71	\$ 55,639.98	\$ 56,474.58	\$ 57,321.69	\$ 58,181.52	\$ 59,054.24
<i>12 MONTH POSITION</i>	Monthly	\$ 4,568.14	\$ 4,636.66	\$ 4,706.21	\$ 4,776.81	\$ 4,848.46	\$ 4,921.19
	Daily	\$ 227.46	\$ 230.87	\$ 234.33	\$ 237.85	\$ 241.42	\$ 245.04
	Hourly	\$ 28.43	\$ 28.86	\$ 29.29	\$ 29.73	\$ 30.18	\$ 30.63

AfterSchool Program Coordinator	2400	\$ 44,427.60	\$ 45,094.01	\$ 45,770.42	\$ 46,456.98	\$ 47,153.84	\$ 47,861.14
<i>11 MONTH POSITION</i>	Monthly	\$ 4,038.87	\$ 4,099.46	\$ 4,160.95	\$ 4,223.36	\$ 4,286.71	\$ 4,351.01
	Daily	\$ 216.72	\$ 219.97	\$ 223.27	\$ 226.62	\$ 230.02	\$ 233.47
	Hourly	\$ 27.09	\$ 27.50	\$ 27.91	\$ 28.33	\$ 28.75	\$ 29.18

Grant Writer	2400	\$ 54,175.00	\$ 55,000.00	\$ 55,825.00	\$ 56,662.38	\$ 57,512.31	\$ 58,375.00
<i>11 MONTH POSITION</i>	Monthly	\$ 4,925.00	\$ 5,000.00	\$ 5,075.00	\$ 5,151.13	\$ 5,228.39	\$ 5,306.82
	Daily	\$ 224.79	\$ 228.22	\$ 231.64	\$ 235.11	\$ 238.64	\$ 242.22
	Hourly	\$ 28.10	\$ 28.53	\$ 28.95	\$ 29.39	\$ 29.83	\$ 30.28

Executive Assistant	2400	\$ 64,025.00	\$ 65,000.00	\$ 65,975.00	\$ 66,964.63	\$ 67,969.09	\$ 68,988.63
<i>12 MONTH POSITION</i>	Monthly	\$ 5,335.42	\$ 5,416.67	\$ 5,497.92	\$ 5,580.39	\$ 5,664.09	\$ 5,749.05
	Daily	\$ 265.66	\$ 269.71	\$ 273.76	\$ 277.86	\$ 282.03	\$ 286.26
	Hourly	\$ 33.21	\$ 33.71	\$ 34.22	\$ 34.73	\$ 35.25	\$ 35.78

Administrative Assistant I	2400	\$ 49,995.00	\$ 50,744.93	\$ 51,506.10	\$ 52,278.69	\$ 53,062.87	\$ 53,858.81
<i>11 MONTH POSITION: Site Based</i>	Monthly	\$ 4,545.00	\$ 4,613.18	\$ 4,682.37	\$ 4,752.61	\$ 4,823.90	\$ 4,896.26

Daily	\$ 243.88	\$ 247.54	\$ 251.25	\$ 255.02	\$ 258.84	\$ 262.73
Hourly	\$ 30.48	\$ 30.94	\$ 31.41	\$ 31.88	\$ 32.36	\$ 32.84

Administrative Assistant II	2400	\$ 54,818.00	\$ 55,640.27	\$ 56,474.87	\$ 57,322.00	\$ 58,181.83	\$ 59,054.55
11 MONTH POSITION: Site Based	Monthly	\$ 4,983.45	\$ 5,058.21	\$ 5,134.08	\$ 5,211.09	\$ 5,289.26	\$ 5,368.60
	Daily	\$ 267.40	\$ 271.42	\$ 275.49	\$ 279.62	\$ 283.81	\$ 288.07
	Hourly	\$ 33.43	\$ 33.93	\$ 34.44	\$ 34.95	\$ 35.48	\$ 36.01

Administrative Assistant III	2400	\$ 57,347.50	\$ 58,207.71	\$ 59,080.83	\$ 59,967.04	\$ 60,866.55	\$ 61,779.54
12 MONTH POSITION: CENTRAL	Monthly	\$ 5,213.41	\$ 5,291.61	\$ 5,370.98	\$ 5,451.55	\$ 5,533.32	\$ 5,616.32
	Daily	\$ 237.96	\$ 241.53	\$ 245.15	\$ 248.83	\$ 252.56	\$ 256.35
	Hourly	\$ 29.74	\$ 30.19	\$ 30.64	\$ 31.10	\$ 31.57	\$ 32.04

Board Secretary	2400	\$ 56,500.00	\$ 57,347.50	\$ 58,207.71	\$ 59,080.83	\$ 59,967.04	\$ 60,866.55
12 MONTH POSITION	Monthly	\$ 4,708.33	\$ 4,778.96	\$ 4,850.64	\$ 4,923.40	\$ 4,997.25	\$ 5,072.21
	Daily	\$ 234.44	\$ 237.96	\$ 241.53	\$ 245.15	\$ 248.83	\$ 252.56
	Hourly	\$ 29.30	\$ 29.74	\$ 30.19	\$ 30.64	\$ 31.10	\$ 31.57

Clerk I: 11 Month	2400	\$ 24,600.00	\$ 24,969.00	\$ 25,343.54	\$ 25,723.69	\$ 26,109.54	\$ 26,501.19
11 MONTH POSITION: Site Based	Monthly	\$ 2,236.36	\$ 2,269.91	\$ 2,303.96	\$ 2,338.52	\$ 2,373.59	\$ 2,409.20
	Daily	\$ 120.00	\$ 121.80	\$ 123.63	\$ 125.48	\$ 127.36	\$ 129.27
	Hourly	\$ 15.00	\$ 15.23	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16

Clerk II: 11 Month	2400	\$ 28,700.00	\$ 29,130.50	\$ 29,567.46	\$ 30,010.97	\$ 30,461.13	\$ 30,918.05
11 MONTH POSITION: Site Based	Monthly	\$ 2,609.09	\$ 2,648.23	\$ 2,687.95	\$ 2,728.27	\$ 2,769.19	\$ 2,810.73
	Daily	\$ 140.00	\$ 142.10	\$ 144.23	\$ 146.39	\$ 148.59	\$ 150.82
	Hourly	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.30	\$ 18.57	\$ 18.85

Clerk III : 11 Month	2400	\$ 32,800.00	\$ 33,292.00	\$ 33,791.38	\$ 34,298.25	\$ 34,812.72	\$ 35,334.92
11 MONTH POSITION: Site Based	Monthly	\$ 2,981.82	\$ 3,026.55	\$ 3,071.94	\$ 3,118.02	\$ 3,164.79	\$ 3,212.27
	Daily	\$ 160.00	\$ 162.40	\$ 164.84	\$ 167.31	\$ 169.82	\$ 172.37
	Hourly	\$ 20.00	\$ 20.30	\$ 20.60	\$ 20.91	\$ 21.23	\$ 21.55

Instructional Aide I	2100	\$ 28,700.00	\$ 29,130.50	\$ 29,567.46	\$ 30,010.97	\$ 30,461.13	\$ 30,918.05
11 MONTH POSITION: Site Based	Monthly	\$ 2,609.09	\$ 2,648.23	\$ 2,687.95	\$ 2,728.27	\$ 2,769.19	\$ 2,810.73
	Daily	\$ 140.00	\$ 142.10	\$ 144.23	\$ 146.39	\$ 148.59	\$ 150.82
	Hourly	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.30	\$ 18.57	\$ 18.85

Instructional Aide II	2100	\$ 43,615.00	\$ 44,269.23	\$ 44,933.26	\$ 45,607.26	\$ 46,291.37	\$ 46,985.74
11 MONTH POSITION: Site Based	Monthly	\$ 3,965.00	\$ 4,024.48	\$ 4,084.84	\$ 4,146.11	\$ 4,208.31	\$ 4,271.43
	Daily	\$ 212.76	\$ 215.95	\$ 219.19	\$ 222.47	\$ 225.81	\$ 229.20
	Hourly	\$ 26.59	\$ 26.99	\$ 27.40	\$ 27.81	\$ 28.23	\$ 28.65

Instructional Aide III	2100	\$ 49,342.00	\$ 50,082.13	\$ 50,833.36	\$ 51,595.86	\$ 52,369.80	\$ 53,155.35
11 MONTH POSITION: Site Based	Monthly	\$ 4,485.64	\$ 4,552.92	\$ 4,621.21	\$ 4,690.53	\$ 4,760.89	\$ 4,832.30
	Daily	\$ 240.69	\$ 244.30	\$ 247.97	\$ 251.69	\$ 255.46	\$ 259.29
	Hourly	\$ 30.09	\$ 30.54	\$ 31.00	\$ 31.46	\$ 31.93	\$ 32.41

OTHER CERTIFICATED

Counselor	1200	\$ 73,875.00	\$ 75,000.00	\$ 76,125.00	\$ 77,266.88	\$ 78,425.88	\$ 79,602.27
	Monthly	\$ 6,715.91	\$ 6,818.18	\$ 6,920.45	\$ 7,024.26	\$ 7,129.63	\$ 7,236.57
	Daily	\$ 360.37	\$ 365.85	\$ 371.34	\$ 376.91	\$ 382.57	\$ 388.30
	Hourly	\$ 45.05	\$ 45.73	\$ 46.42	\$ 47.11	\$ 47.82	\$ 48.54

Educational Coordinator	13	\$ 64,025.00	\$ 65,000.00	\$ 65,975.00	\$ 66,964.63	\$ 67,969.09	\$ 68,988.63
11 MONTH POSITION	Monthly	\$ 5,820.45	\$ 5,909.09	\$ 5,997.73	\$ 6,087.69	\$ 6,179.01	\$ 6,271.69
	Daily	\$ 312.32	\$ 317.07	\$ 321.83	\$ 326.66	\$ 331.56	\$ 336.53
	Hourly	\$ 39.04	\$ 39.63	\$ 40.23	\$ 40.83	\$ 41.44	\$ 42.07

Parent Coordinator	1300	\$ 64,025.00	\$ 65,000.00	\$ 65,975.00	\$ 66,964.63	\$ 67,969.09	\$ 68,988.63
	Monthly	\$ 5,820.45	\$ 5,909.09	\$ 5,997.73	\$ 6,087.69	\$ 6,179.01	\$ 6,271.69
		\$ 312.32	\$ 317.07	\$ 321.83	\$ 326.66	\$ 331.56	\$ 336.53
	Hourly	\$ 39.04	\$ 39.63	\$ 40.23	\$ 40.83	\$ 41.44	\$ 42.07

July

Step VII

STEP VIII

\$ 123,887.66	\$ 125,745.98
\$ 10,323.97	\$ 10,478.83
\$ 514.06	\$ 521.77
\$ 64.26	\$ 65.22

\$ 102,341.98	\$ 103,877.11
\$ 8,528.50	\$ 8,656.43
\$ 424.66	\$ 431.03
\$ 53.08	\$ 53.88

\$ 75,409.88	\$ 76,541.03
\$ 6,284.16	\$ 6,378.42
\$ 312.90	\$ 317.60
\$ 39.11	\$ 39.70

\$ 129,274.08	\$ 131,213.19
\$ 10,772.84	\$ 10,934.43
\$ 536.41	\$ 544.45
\$ 67.05	\$ 68.06

\$ 91,569.14	\$ 92,942.68
\$ 7,630.76	\$ 7,745.22
\$ 379.95	\$ 385.65
\$ 47.49	\$ 48.21

\$ 88,337.29	\$ 89,662.35
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\$ 7,361.44	\$ 7,471.86
\$ 366.54	\$ 372.04
\$ 45.82	\$ 46.51

\$ 74,262.02	\$ 75,375.95
\$ 6,188.50	\$ 6,281.33
\$ 308.14	\$ 312.76
\$ 38.52	\$ 39.10

\$ 74,262.02	\$ 75,375.95
\$ 6,188.50	\$ 6,281.33
\$ 308.14	\$ 312.76
\$ 38.52	\$ 39.10

\$ 59,940.06	\$ 60,839.16
\$ 4,995.00	\$ 5,069.93
\$ 248.71	\$ 252.44
\$ 31.09	\$ 31.56

\$ 48,579.06	\$ 49,307.75
\$ 4,416.28	\$ 4,482.52
\$ 236.97	\$ 240.53
\$ 29.62	\$ 30.07

\$ 59,250.62	\$ 60,139.38
\$ 5,386.42	\$ 5,467.22
\$ 245.85	\$ 249.54
\$ 30.73	\$ 31.19

\$ 70,023.46	\$ 71,073.81
\$ 5,835.29	\$ 5,922.82
\$ 290.55	\$ 294.91
\$ 36.32	\$ 36.86

\$ 54,666.70	\$ 55,486.70
\$ 4,969.70	\$ 5,044.25

\$ 266.67	\$ 270.67
\$ 33.33	\$ 33.83

\$ 59,940.37	\$ 60,839.48
\$ 5,449.12	\$ 5,530.86
\$ 292.39	\$ 296.78
\$ 36.55	\$ 37.10

\$ 62,706.24	\$ 63,646.83
\$ 5,700.57	\$ 5,786.08
\$ 260.19	\$ 264.09
\$ 32.52	\$ 33.01

\$ 61,779.54	\$ 62,706.24
\$ 5,148.30	\$ 5,225.52
\$ 256.35	\$ 260.19
\$ 32.04	\$ 32.52

\$ 26,898.70	\$ 27,302.18
\$ 2,445.34	\$ 2,482.02
\$ 131.21	\$ 133.18
\$ 16.40	\$ 16.65

\$ 31,381.82	\$ 31,852.55
\$ 2,852.89	\$ 2,895.69
\$ 153.08	\$ 155.38
\$ 19.14	\$ 19.42

\$ 35,864.94	\$ 36,402.91
\$ 3,260.45	\$ 3,309.36
\$ 174.95	\$ 177.58
\$ 21.87	\$ 22.20

\$ 31,381.82	\$ 31,852.55
\$ 2,852.89	\$ 2,895.69
\$ 153.08	\$ 155.38
\$ 19.14	\$ 19.42

\$ 47,690.53	\$ 48,405.89
\$ 4,335.50	\$ 4,400.54
\$ 232.64	\$ 236.13
\$ 29.08	\$ 29.52

\$ 53,952.68	\$ 54,761.97
\$ 4,904.79	\$ 4,978.36
\$ 263.18	\$ 267.13
\$ 32.90	\$ 33.39

\$ 80,796.30	\$ 82,008.24
\$ 7,345.12	\$ 7,455.29
\$ 394.13	\$ 400.04
\$ 49.27	\$ 50.01

\$ 70,023.46	\$ 71,073.81
\$ 6,365.77	\$ 6,461.26
\$ 341.58	\$ 346.70
\$ 42.70	\$ 43.34

\$ 70,023.46	\$ 71,073.81
\$ 6,365.77	\$ 6,461.26
\$ 341.58	\$ 346.70
\$ 42.70	\$ 43.34

American Indian Model Schools Exception Scale (grandfathered salary prior 2014)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EXC A	\$ 59,264.00	\$ 63,942.74	\$ 64,901.88	\$ 65,875.41	\$ 66,863.54	\$ 67,866.49	\$ 68,884.49	\$ 69,917.75	\$ 70,966.52
EXC B	\$ 58,054.00	\$ 62,637.21	\$ 63,576.77	\$ 64,530.42	\$ 65,498.38	\$ 66,480.85	\$ 67,478.06	\$ 68,490.24	\$ 69,517.59
EXC C	\$ 57,538.00	\$ 62,080.47	\$ 63,011.68	\$ 63,956.86	\$ 64,916.21	\$ 65,889.95	\$ 66,878.30	\$ 67,881.48	\$ 68,899.70
EXC D	\$ 60,279.00	\$ 65,037.87	\$ 66,013.44	\$ 67,003.64	\$ 68,008.69	\$ 69,028.82	\$ 70,064.26	\$ 71,115.22	\$ 72,181.95