



AIMS K-12 College Prep Charter District

Special Finance Committee Monthly Meeting

Date and Time

Thursday August 29, 2019 at 5:30 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			5:30 PM
Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			2 m

	Purpose	Presenter	Time
C. 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>			
D. 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			5:52 PM
A. Financial Update	FYI	Katema Ballentine	5 m
III. Action Items			5:57 PM
A. Scholarbuys - VAR technology finance Contract to lease 150 Chromebooks	Vote	Christopher Ahmad	15 m
B. Think HR	Vote	Delicia Moghadam	10 m
C. School Dude Solutions Contract	Vote	Marisol Magana	5 m
D. Kelly-Moore Credit Application	Vote	Marisol Magana	5 m
E. National alliance for public charter schools - Charter Leadership Awards Reception	Vote	Maya Woods-Cadiz	10 m
<p>The National Alliance is pleased to once again honor African American charter school leaders and members of Congress who are spearheading the movement for high-quality public school opportunities for children across the country. The second annual Charter Leadership Awards Reception will take place during the week of the Congressional Black Caucus Annual Legislative Conference.</p>			
F. PR Proposal	Vote	Maya Woods-Cadiz	5 m

	Purpose	Presenter	Time
G. Localwise Recruiter service	Vote	Maya Woods-Cadiz	5 m
H. Closing of Books 2018/2019	Vote	Katema Ballentine	5 m
I. Internal Fiscal Policies	Vote	Katema Ballentine	5 m
J. Pre-approved Vendor's List	Vote	Katema Ballentine	5 m
K. General Liability Insurance Renewal	Vote	Katema Ballentine	5 m
L. CEO COMPENSATION PER CONTRACT	Vote	Katema Ballentine	5 m
IV. Closed Session			7:17 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 Negotiators (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			7:32 PM
A. Items For Next Agenda	FYI		

Coversheet

Scholarbuys - VAR technology finance

Section: III. Action Items
Item: A. Scholarbuys - VAR technology finance
Purpose: Vote
Submitted by:
Related Material:
American Indian Model Schools DBA American Indian Public Charter II-Samp....pdf

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechologyfinance.com



**American Indian Model Schools DBA
American Indian Public Charter II
171 12th St
Oakland, CA 94607-4900**

**Approval Date: August 20, 2019
Purchase Order Number: 309010
Approval Amount: \$36,750.00**

VAR Technology Finance (“We” or “Us”)

Notice of Conditions of Approval

This financing is subject to and conditioned upon the following Funding Requirements:

1. Amount to be funded in accordance with Purchase Order referenced above;
2. Receipt of original executed documents, including but not limited to the agreement, schedules, delivery and acceptance, and any other documents required by Us;
3. Verbal verification of delivery and acceptance of Goods;
4. You will not issue a purchase order for the same equipment; and
5. Any other requirement as may be reasonably required by Us, to include:
 - a. None

This approval will automatically expire on October 19, 2019.

If either (A) within 10 days from the date of delivery of the equipment, software, services, or other goods (collectively, the “Goods”), You (i) fail to comply with the above Funding Requirements, (ii) fail to notify Us of the return of Goods, as previously approved by vendor(s) in writing, or (iii) are otherwise in default of the agreement or schedules, (B) We in our sole discretion revoke the agreement or schedules, including but not limited to such evidence as fraud or a material adverse change in Your financial condition, or (C) approval expiration, then the Goods shall be deemed accepted by You and You shall be obligated to Us and/or vendor(s) for full and immediate payment for such Goods in the amount invoiced to Us, including, without limitation attorneys’ fees and costs of collection, and You shall indemnify and hold Us harmless against all payment claims from vendor(s).

In the event that You change the ship to address to a location other than , You agree to make payment to vendor(s) directly and the related agreement and schedules will be considered null and void.

NOTE: If your organization is tax exempt, please provide a copy of your state Sales Tax Exemption Certificate with your scanned or faxed copy of the documents.

Thank you for the opportunity to provide financing to American Indian Model Schools DBA American Indian Public Charter II!

If you have any questions about this process, please contact dsheeley@vartechologyfinance.com or call (972) 755 8200. We’re excited to have you as a customer and look forward to growing our business relationship with you.

This is a non-cancellable, legally binding contract.

Master Lease #:

MASTER LEASE AGREEMENT



Lessor: VAR Technology Finance
 2330 Interstate 30
 Mesquite, TX 75150
 Phone: (972) 755 8200
 Fax: (972) 755-8210

Lessee (Leasing Customer): American Indian Model Schools DBA
 American Indian Public Charter II
Lessee's Chief Executive Office - Street: 171 12th St,
City, ST & Zip Code: Oakland,CA, 94607-4900
County:
Lessee Telephone: 510-893-8701
Tax ID#:

Signatures

Lessee has reviewed this page and the rest of this Lease
American Indian Model Schools DBA American Indian Public Charter II

Authorized Signature

Print Name Title Date

Lessor has reviewed this page and the rest of this Lease
VAR Technology Finance (Lessor)

Authorized Signature

Print Name Title Date

Terms and Conditions

In this Master Lease Agreement (this "Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 90 days but not more than 120 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional three-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply.** If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **Each Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (iii) If You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of any Lease (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier); and (iv) If the Equipment is unsatisfactory or if the Supplier fails to provide any service or fulfill any other obligation to You, You shall continue to fully perform under each Lease.

4. ACCEPTANCE OF EQUIPMENT; PAYMENTS. With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. **YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND**

UNCONDITIONALLY ACCEPTED BY YOU. If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Lease, You agree to pay a prorated Payment for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. This prorated payment will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against

all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). If You so request, and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed

for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement or a Lease, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or a Lease shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have been granted a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any such Lease, You could have purchased the Equipment from the Supplier for a specific cash amount (the "Cash Price"), but instead You hereby choose and agree to purchase the Equipment by paying the Time Price (as defined herein) over the applicable Initial Term. The Time Price equals the sum of the Payments shown in the related Schedule, plus \$1.00. If the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the Cash Price from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments, assuming that each periodic Payment is received by Us on the due date, and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Lessee has reviewed this page.
 Lessee Initials

VAR Technology Finance
 2330 Interstate 30
 Mesquite, TX 75150

Phone (972) 755 8200
 Fax (972) 755 8210
 www.vartechologyfinance.com



Exhibit A

Equipment Lease Schedule No.

This Equipment Lease Schedule (this “**Schedule**”) is made and entered into as this day _____ (Date Required) by and between **VAR Technology Finance** (hereinafter “**We**,” “**Us**” or “**Our**”) and **American Indian Model Schools DBA American Indian Public Charter II** (hereinafter “**You**” or “**Your**”). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the “**Master Agreement**”) between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address:

Initial Term: 37 Months, 3 Annual payments, 30 days deferred

Commencement Date of this Lease: _____ (completed by Us following Our acceptance of this Schedule)

Payment*: \$13,024.00 (*Plus Applicable Taxes)

Payment Period: Month Quarter
 Year Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

First Lease Payment First and Last Lease Payments Other: Zero advance payments

Security Deposit: \$ _____

Documentation/Processing Fee: \$75.00

Purchase Option at end of Original Term: None Fair Market Value as of end of Original Term
 One Dollar (\$1.00) Other:

The above equipment purchase options may be exercised by You only at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance

You: American Indian Model Schools DBA American Indian Public Charter II

By: X _____

By: X _____

Date: _____

Name (Print): _____

Title: _____

Date Signed: _____

VAR Technology Finance
 2330 Interstate 30
 Mesquite, TX 75150

Phone (972) 755 8200
 Fax (972) 755 8210
 www.vartechologyfinance.com



Schedule A

American Indian Model Schools DBA American Indian Public Charter II

Quantity	Manufacturer	Description
150	HP	HP Chromebook 11A G6 EE 11.6" Chromebook - 1366 x 768 A-SeriesA4-9120C-4GBRAM- 16GBFlashMemoryChromeOS64-bit-AMDRadeonR4Graphics- Bluetooth- 10HourBatteryRunTime
150	Google	Google Management Console Licenses
150		White Glove Service – 1 – 250 Units

Lessee: American Indian Model Schools DBA
 American Indian Public Charter II

Signature: _____

Title: _____

DRAFT

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechologyfinance.com



REQUEST FOR INSURANCE CERTIFICATE

Certificate DUE DATE: September 05, 2019

Date: August 22, 2019

To: American Indian Model Schools DBA American Indian Public Charter II

Pursuant to the terms of the agreement, the financed equipment must be insured against All Risk of loss (Property Insurance) and Liability Insurance for Bodily Injury and Property Damage.

Please note, if these instructions are not followed in full, you will be charged in accordance with your agreement.

INSTRUCTIONS FOR COMPLETING THE INSURANCE CERTIFICATE

Please make arrangements with your insurance agent to email a **binder** or **certificate of insurance** showing the names and interests listed below to certificate@vartechologyfinance.com.

1. VAR Technology Finance, its successors and assigns' must be listed as the Lender's Loss Payable and Additional Insured.
2. 'Special Form' including theft (All Risk) replacement cost coverage.
3. Liability insurance must be provided **as well as** Property insurance
4. The insured address must be:
5. **Certificate Holder needs to read:**

VAR Technology Finance, 2330 Interstate 30, Mesquite, TX 75150 and/or its successors and assigns'

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone 800 347-0628
Fax 972 755-8210
www.vartechologyfinance.com



Driver's License Form

Please attach a legible copy of your driver's license to this page:

DRAFT

Coversheet

Think HR

Section:	III. Action Items
Item:	B. Think HR
Purpose:	Vote
Submitted by:	
Related Material:	20190823135631927.pdf



This Services Agreement (this "Agreement") is entered into between ThinkHR Corporation ("ThinkHR") whose address is 4637 Chabot Drive, Suite 200, Pleasanton, CA 94588 and the Client identified below as of the Effective Date set forth below.

Effective Date	August 23, 2019
Client Client Address	American Indian Model Schools 171 12 th Street Oakland, CA 94607 510-893-8701
Services and Services Fees	<p>Monthly Service Fee: \$365; billing Quarterly Set-up Fee: \$0 Duration: 12 months beginning 08/23/2019, through 08/22/2020</p> <ul style="list-style-type: none"> • No. of included Administrators: 3 <ul style="list-style-type: none"> ○ Price per additional administrator: \$30/month • No. of included licenses to ThinkHR Learn: up to 125 Internal use only for Client employees; email suffix requirement of "@aimschools.org" • Additional ThinkHR Learn licenses can be added during the term of the agreement for an additional \$6/employee/month <p>ThinkHR Live: Unlimited calls annually to ThinkHR's phone-based HR Advisory guidance and support group, including its cloud-based HR Compliance Center. For a detailed description of ThinkHR Live, see Attachment I</p> <p>ThinkHR Comply: Unlimited access to ThinkHR's web Compliance. See Attachment I</p> <ul style="list-style-type: none"> • Includes Living Handbook Plus <p>ThinkHR Learn: Unlimited access for up to 125 users of ThinkHR Learn, a cloud-based Learning Management System with an available catalog of nearly 200 employee training courses. For a detailed description of ThinkHR Learn, see Attachment II.</p> <p><u>Includes Workplace Harassment Prevention:</u> Access to the workplace harassment prevention package which includes training courses that meet or exceed New York State and New York City minimum standards and California State minimum training standards for managers and employees.</p>

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Services

Client hereby retains ThinkHR to provide the Services described herein and as incorporated into Attachments referenced above.

2. Compensation

Client agrees to pay ThinkHR service and implementation fees for the selected services, as indicated herein, regardless of actual usage of services or implementation delays occurring as a result of Client not providing ThinkHR with initial account setup information. All monthly service fees will be calculated and billed quarterly. ThinkHR will invoice Client for any applicable implementation fee and service fees for the first quarter of this Agreement within the first 30 days of the effective date and payment is due upon receipt. Customer shall pay all sales and use taxes payable to local



and/or state jurisdictions that may arise as a result of the purchases from ThinkHR. Sales and use taxes may vary and fluctuate depending on the location of the Customer's business location provided to ThinkHR. ThinkHR shall add the applicable sales and use tax to Customer's invoices and remit the taxes to the appropriate taxing authorities.

3. Confidentiality

"Confidential Information" means any Client proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, customers, employee lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Client to ThinkHR either directly or indirectly in writing or orally. "Confidential Information" does not include information that (i) is known to ThinkHR at the time of disclosure to ThinkHR by the Client as evidenced by written records of ThinkHR, (ii) has become publicly known and made generally available through no wrongful act of ThinkHR, (iii) has been rightfully received by ThinkHR from a third party who is authorized to make such disclosure, or (iv) is required to be disclosed by ThinkHR pursuant to law, provided ThinkHR uses reasonable efforts to give Client advance notice of such required disclosure.

Confidentiality and disclosure of confidential shall continue after termination of the agreement.

4. Terms and Termination

This Agreement will commence on the effective date written above and continues in effect, until 08/23/2020, unless terminated as provided below.

4.1 Either party may terminate this Agreement, effective through 08/23/2020, by giving written notice of termination at least sixty (60) days prior to 08/23/2020.

4.2 Either party may terminate this Agreement immediately and without prior notice if the other party refuses to or is unable to perform its material obligations under this Agreement.

4.3 This Agreement will automatically renew 08/23/2020, for one year and annually each year thereafter at the increased fees communicated at least 60 days prior to expiration of the then-current term in an email or renewal letter if notice of termination is not provided. If the Agreement has automatically renewed, then either party may terminate this Agreement, by giving written notice of termination at least sixty (60) days prior to the end of the term of the current renewal period.

4.4 Client shall be obliged to pay, within seven (7) days of the effective day of notice, all fees due under the Agreement which shall be accelerated and become immediately due given Client's default. Client acknowledges that Client is responsible for payment in full of all fees due under this agreement for the length of the agreement which fees shall be accelerated upon Client if default is not cured within 60 days of date payment is due. Sections 3, 6, 8, and 9 of this Agreement (and any portions of any applicable Attachments that specify survival) shall survive termination of this Agreement.

5. Terms of Use

Client acknowledges that the use of ThinkHR content and modules is strictly intended for its employees and within the Client company including its affiliates. Client is solely responsible in all respects for all use of, and for protecting the confidentiality of, any email verification number and password that may be given to Client or Client employees or selected by Client in the use of ThinkHR Services. Client may not share these with or transfer them to any third parties. Client must notify ThinkHR immediately of any unauthorized use of ThinkHR Services. All content and materials



published within ThinkHR Learn, ThinkHR Learning and Development or ThinkHR Live are presented solely for use within the Client company.

6. Indemnity, Disclaimer of Warranties, and Limitation on Liability

Indemnity. ThinkHR, at its own cost and expense, shall indemnify and hold Client free and harmless from costs arising in connection with any third party claim or action brought against Client arising from ThinkHR's gross negligence or willful misconduct or any violation of any third party's intellectual property rights in the course of performing Services pursuant to this Agreement. In no event will this indemnification exceed the maximum liability set forth in the LIMITATIONS ON LIABILITY section below.

DISCLAIMER OF WARRANTIES. ThinkHR represents and warrants that each Service will be performed in a competent and professional manner, and in substantial conformity with the Service description on the applicable Attachment. **ThinkHR does not make, and hereby expressly disclaims, any other warranties, express, implied or statutory, with respect to the Services including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.**

LIMITATIONS ON LIABILITY. All content, materials and information from ThinkHR are provided on an "as is" basis and, **excepting ThinkHR's responsibilities and liability in connection with the indemnification provisions contained herein, Client assumes total responsibility and risk for use of any and all ThinkHR Services and use of all information contained within it. The information provided by ThinkHR is intended to provide general information and best practices only and should not be relied upon as legal advice. It is an essential pre-condition of Client's use of ThinkHR Services that Client agrees and accept that ThinkHR is not legally responsible for any loss or damage Client might suffer related to its use of ThinkHR Services, whether from errors or from omissions in information or from any other use of the Services except pursuant to ThinkHR's indemnification obligations herein.**

7. Notices

All notices and other communications given or made pursuant to this Agreement shall be sent, in writing, to the respective parties at their address as set forth on the signature page or otherwise as reasonably provided by the respective party, or the address as subsequently modified by written notice given in accordance with this Section 7. Notices shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Notwithstanding the foregoing, the parties expressly agree to accept notices and communications via electronic mail at their address as set for on the signature page.

8. Miscellaneous

Each party hereto shall comply with all applicable laws in performing its obligations under this Agreement. This Agreement (including the applicable Attachments incorporated herein) constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by each party hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof and each party hereto hereby irrevocably consents to non-exclusive jurisdiction in the applicable state or federal court in Alameda County, California. subject to the binding arbitration provisions contained herein. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or



public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect. Neither party shall have any obligation to perform any services for or as agent of the other party other than as specifically provided for in this Agreement unless mutually agreed by the parties.

9. Binding Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning this Agreement, then such dispute should be resolved only by final and binding arbitration, conducted by a single neutral arbitrator and administered by the American Arbitration Association in the location nearest to Pleasanton, California. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees.

IN WITNESS WHEREOF each party has caused this agreement to be executed on its behalf by its duly authorized officer as of the date written.

American Indian Model Schools

Signature Date

Delicia Moghdam

Name

Title

hr1@aimschools.org

Direct Phone Number Email

Client Billing Contact

Name

Direct Phone Number Email

ThinkHR Corporation (ThinkHR)

DocuSigned by:
John Bouchard
C0B4EADF6D79477...

By: _____

Name: John Bouchard

Title: Sales Operations Manager

Date: 8/20/2019 | 1:51 PDT

Client Implementation Contact

Name

Direct Phone Number Email



ATTACHMENT I
ThinkHR Live and Comply

The terms and conditions set forth in this **Attachment I** apply to ThinkHR Live and Comply and are hereby incorporated into the Services Agreement to which it is attached, if ThinkHR Live Services are provided under such Agreement. ThinkHR Live includes HR Hotline and ThinkHR Comply HR Compliance Center web-based HR information and support service.

Description of ThinkHR Live Services

ThinkHR’s Live Services provide practical human resources information and guidance based upon our experience in the industry and our experience with our clients. Our advisors are SPHR or PHR certified, have human resources backgrounds, and have worked with many diverse organizations. ThinkHR will provide information and guidance pertaining to a variety of human resources topics, including, but not limited to:

- Discrimination – EEO, ADA
- Employee Relations
- Performance Management
- Policy & Procedures
- Recruiting & Hiring
- Statutory Compliance
- Terminations
- Conflict Resolution
- Workplace Harassment
- Leaves of Absence – FMLA, PDL
- Workers’ Compensation
- General Benefits Compliance – COBRA, ERISA, HIPAA, PPACA

ThinkHR’s HR Hotline services **do not include or constitute legal, international, regulatory, insurance, tax or financial advice**. The ThinkHR Live services are not intended to be a substitute for legal advice. The Services are designed to provide general information to human resources professionals regarding human resources situations commonly encountered. ThinkHR’s Hotline services include verbal and written information and guidance on a wide variety of human resources related topics, however **ThinkHR’s Hotline services exclude the following:**

- Legal Representation
- Legal Advice
- Tax Advice
- International Compliance
- Insurance carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy.
- Paperwork (completing and processing forms) and Administration (Hiring, Recruiting, Interviews, Terminations, Disciplinary Actions).
- Drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans). **Note:** We will provide templates and samples (if available), and we will answer questions and advise a person about what should be included in these documents.
- Consulting projects, including but not limited to: Compensation or benefits plan analyses/development, customized salary surveys, organizational or employee development, affirmative action planning, safety investigations, onsite investigations or onsite human resources administration. **Note:** We can provide information and guidance about these topics; however, we do not perform the work.
- Referrals for other service providers or products including lawyers, background checks, payroll, etc.
- Interpretation of complex ERISA, PPACA or other legal or regulatory rules. **Note:** We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic but we will not interpret legal rules or give advice on the law.



ATTACHMENT II ThinkHR Learn

The terms and conditions set forth in this **Attachment II** apply solely to ThinkHR Learn and are hereby incorporated into the Services Agreement to which it is attached, if ThinkHR Learn is provided under the Agreement. ThinkHR Learn is ThinkHR's web-based Learning Management System containing a library of 320 employee training courses. Client will receive, and will be able to provide to all of its employees, access to ThinkHR Learn. Client will be able to store and access training records information regarding employee usage and results.

All training information and content ("Training Content") delivered by ThinkHR Learn is produced by either ThinkHR or a 3rd party content provider (Partner). All training content included under this Agreement may be changed, updated, altered at any time and without notice

Training Content is the sole and exclusive property of ThinkHR and/or its Partners, and, except for Client's right to use ThinkHR Learn in strict compliance with the Agreement, ThinkHR and/or its Partners, retains all right, title and interest in and to Training Content. Client may not copy, modify or make derivative works from or otherwise make any commercial use of Training Content not specifically permitted by the Agreement. Client acknowledges that applicable laws protect ThinkHR's copyright and other intellectual property rights in Training Content. Client agrees to take reasonable steps necessary to prevent the unauthorized use, duplication or publication of Training Content by Client's employees. ThinkHR will assign to Client a unique user name and password for admin access to ThinkHR Learn.

ThinkHR warrants that Training Content does not infringe any copyright, trade secret or other proprietary right of any third party, and has used diligent efforts to collect and prepare information for inclusion in Training Content. **However, ThinkHR does not represent or warrant the accuracy, completeness, timeliness or correct sequencing of the information contained in Training Content. ThinkHR does not assume, and expressly disclaims, any liability to any person or entity for any loss or damage caused by errors or omissions in Training Content, whether such errors or omissions result from negligence, accident, erroneous translation or any other cause whatsoever.** In the event of any error contained in Training Content, Client shall notify ThinkHR of the error within fifteen (15) days after Client first becomes aware of the error, and ThinkHR shall have 10 business days to cure. Such correction shall be Client's sole and exclusive remedy for any such error. **ThinkHR does not make and hereby expressly disclaims any other warranties, express, implied or statutory, with respect to Training Content including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of third-party rights. This limitation and disclaimer of warranties shall survive the termination of this agreement.**

HR Training Services do not include or constitute legal, tax or financial advice.

Coversheet

School Dude Solutions Contract

Section: III. Action Items
Item: C. School Dude Solutions Contract
Purpose: Vote
Submitted by:
Related Material: School Dude Solutions.pdf



Software for Smarter Operations

PREPARED FOR
American Indian Model Schools

PREPARED BY
Dude Solutions, Inc.

PUBLISHED ON
July 29, 2019





Software for Smarter Operations

July 29, 2019

Marisol Magana
 Operations Manager
 American Indian Model Schools
 171 12th Street
 Oakland, CA
 94607

Dear Marisol,

Thank you for your interest in our market leading solutions for improving educational operations. We at Dude Solutions are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for American Indian Model Schools:

Item	First Term	Investment
MaintenanceEssentials Pro	11 months	\$1,827.33
MaintenanceEssentials Pro QuickStart	One-Time	\$1,660.00
Dude Intelligence	11 months	\$0.00
InventoryDirect	11 months	\$619.33
InventoryDirect - Quick Start	One-Time	\$820.00
Investment:		\$4,926.66 USD

*3 months included at no additional cost
 *Initial term dates: 08/01/2019 - 06/30/2020

Pricing for the First Renewal Term is \$3,670.00.





Software for Smarter Operations

Terms of Service:

- Proposal has been prepared for American Indian Model Schools
- Proposal is valid for 60 days
- Initial Term: 11 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s [Online Subscription Agreement \(http://dudesolutions.com/terms\)](http://dudesolutions.com/terms).
- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.

Support

(included with your subscription)

- Technical support is available from 8:00 AM to 6:00 PM EST, Monday through Friday, excluding holidays. Please call 1-877-868-3833 or email support@schooldude.com (<mailto:support@schooldude.com>) for technical support. After hours inquiries will be responded to the next business day.
- Send us an email – we respond to 99% of our support emails within 1 hour.
- Reach us instantly through our software with live chat!
- Find best practice blogs, webinars, discussions, help documentation, and connect with your peers on the online Community.

QuickStart

(included on this proposal)

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.





Software for Smarter Operations

Click2BuyDirect

Grainger® and Dude Solutions have partnered to bring you Click2Buy Direct, an integration that connects MaintenanceEssentialsPro with Grainger.com®. This integration offers you a new and efficient way to help better manage workflow when purchasing products used to maintain, repair and operate your facilities. For a brief overview, [CLICK HERE \(https://www.schooldude.com/granger\)](https://www.schooldude.com/granger)





Software for Smarter Operations

At Dude Solutions, we understand the yearly budgeting cycle of educational institutions. If you need us to prorate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (919) 459-3379 or by email at billy.terhune@dudesolutions.com.

Sincerely,
Billy Terhune
Account Manager
Dude Solutions
11000 Regency Pkwy, #110
Cary, North Carolina 27330
Telephone: (919) 459-3379
Fax Number: (800) 216-3063
Email: billy.terhune@dudesolutions.com

Please address the purchase order to:

Dude Solutions
11000 Regency Parkway, Suite 110
Cary, NC 27518

*** Please mail, fax, or email the purchase order to 866-299-7821 or sales@schooldude.com (<mailto:sales@schooldude.com>).



We are committed to helping you build your knowledge, network and skills – and [Dude University 2020](http://www.university2019.com/) is the [best training and professional development for operations management professionals. Join us for four days of intensive training where you can: \(http://www.university2019.com/\)](http://www.university2019.com/)

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes:

- Professional development and leadership sessions

dudesolutions.com

11000 Regency Pkwy #110 / Cary, NC 27518





Software for Smarter Operations

- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**

The rate for conference attendance is \$895. Commit to attendance before July 31, 2019 to receive our early-bird discounted pricing of \$695.

Dude University Policies

Payment, Cancellations & Substitutions

- Written cancellations received by university@dudesolutions.com before March 31, 2020 receive a full refund. **No refunds are issued after this date.** (<mailto:university@dudesolutions.com>)
- Conference attendee substitutions will be accepted through April 24, 2020.

Spouse/Guests

- The \$200 spouse/guest fee is valid for admission to both the Sunday evening and Tuesday evening dinners.
- The fee does not entitle the guest to attend the full conference, meals or other events outside of Sunday and Tuesday evening events mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend the networking events for liability reasons.





Software for Smarter Operations

Signature

Presented to:

Q-152827

July 29, 2019, 4:36:09 PM

Accepted by:

Printed Name

Signed Name

Title

Date



Coversheet

Kelly-Moore Credit Application

Section: III. Action Items
Item: D. Kelly-Moore Credit Application
Purpose: Vote
Submitted by:
Related Material: Kelly-Moore Credit Application for Finance Committee.pdf



UPON COMPLETION FORWARD TO:

CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT

BILLING INFORMATION (Information in this section is Mandatory)								
BUSINESS NAME				<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TAXABLE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> NON-TAXABLE <small>(ATTACH CERTIFICATE OF EXEMPTION)</small> <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> OTHER				
BILLING ADDRESS								
CITY	STATE	ZIP CODE	OFFICE NUMBER ()					CELL NUMBER ()
FAX NUMBER ()	EMAIL ADDRESS							
TYPE OF BUSINESS	YEARS IN BUSINESS	# OF EMPLOYEES	CONTRACTORS LICENSE NO.					

COMPLETE THIS SECTION IF SOLE OWNER								
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
HOME ADDRESS				CITY	STATE	ZIP CODE	HOW LONG AT THIS ADDRESS	
HOME PHONE NUMBER ()		FAX NUMBER ()		CELL NUMBER ()		EMAIL ADDRESS		
ARE YOU... <input type="checkbox"/> SELF EMPLOYED <input type="checkbox"/> EMPLOYED	NAME OF BUSINESS OR EMPLOYER			ADDRESS		CITY	STATE	ZIP CODE
ARE YOU BONDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF "YES", WITH WHOM?			ADDRESS		CITY	STATE	ZIP CODE
SPOUSE LAST NAME		SPOUSE FIRST NAME		SPOUSE MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
NAME OF NEAREST RELATIVE	LAST NAME	FIRST NAME	HOME NUMBER ()		MOBILE NUMBER ()		RELATIONSHIP	
ADDRESS				CITY	STATE	ZIP CODE		

COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC								
FULL NAME OF CORPORATE MEMBERS, MANAGERS, OFFICERS OR PARTNERS								
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
ADDRESS				CITY	STATE	ZIP CODE	FEDERAL TAX ID NO.	STATE INCORPORATED IN
BUSINESS NUMBER ()	HOME NUMBER ()	FAX NUMBER ()	CELL NUMBER ()		EMAIL ADDRESS			
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
ADDRESS				CITY	STATE	ZIP CODE	FEDERAL TAX ID NO.	STATE INCORPORATED IN
BUSINESS NUMBER ()	HOME NUMBER ()	FAX NUMBER ()	CELLULAR NUMBER ()		EMAIL ADDRESS			

BANK REFERENCES					
BUSINESS ACCOUNT					
BANK NAME / BRANCH #		ACCOUNT NUMBER	PHONE NUMBER ()	ADDRESS CITY STATE ZIP CODE	
PERSONAL ACCOUNT (CHECKING)					
BANK NAME / BRANCH #		ACCOUNT NUMBER	PHONE NUMBER ()	ADDRESS CITY STATE ZIP CODE	
PERSONAL ACCOUNT (SAVINGS)					
BANK NAME / BRANCH #		ACCOUNT NUMBER	PHONE NUMBER ()	ADDRESS CITY STATE ZIP CODE	

TRADE REFERENCES/PRIMARY SUPPLIERS

NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE
NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE
NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE

LIST PERSONS AUTHORIZED TO USE YOUR ACCOUNT BELOW:

FULL NAME	FULL NAME	FULL NAME
FULL NAME	FULL NAME	FULL NAME
FULL NAME	FULL NAME	FULL NAME

ARE PURCHASE ORDERS OR JOB NAMES REQUIRED ON ALL ORDERS? YES NO

WHAT ARE YOUR OVERALL ANNUAL PAINT PURCHASES? \$

WHO IS YOUR CURRENT SUPPLIER?

Kelly-Moore Paint Company, Inc. Credit Application Terms and Conditions

It is agreed by the Applicant and Kelly-Moore Paint Company, Inc. ("KM") and its subsidiaries that any sales or extension of credit by KM to Applicant shall be subject to the following terms and conditions.

1. Payment terms are 1% 15th Net 30. All invoices are subject to interest at the rate of one and one-half percent (1.5%) per month on all past due balances.
2. The Applicant shall pay for all costs and expenses of collection of amounts due under this Agreement, including reasonable attorneys' fees, court costs and expert and consultants' fees.
3. All sales under this Agreement are subject to Kelly-Moore's standard return policy, which may be changed from time to time without notice in the sole discretion of Kelly-Moore. All sales are FOB KM store location unless otherwise agree to in writing by KM. Applicant shall be deemed to have accepted products provided by KM unless KM is notified, in writing, of rejection within ten (10) days after delivery of the affected product(s).
4. The Federal Equal Credit Opportunity Act ("ECOA") prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capability to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.
5. This Agreement shall be deemed accepted and performed in San Mateo County, CA, USA. The parties hereto agree that any disputes under this Agreement shall be governed by California Law and exclusively submitted to the courts of San Mateo County, CA for adjudication.
6. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship, represents and warrants that he/she is authorized to enter into this credit application on behalf of credit applicant and recognizes that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of his/her consumer credit report to the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.
7. KM shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of applicant or third parties, whether negligent or otherwise. In no event shall KM's liability for any cause of action for any matter arising out of this credit application or KM's sale of goods to applicant whatsoever exceed the cost of the product giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence and strict liability) or otherwise. In no event shall KM be liable for any special, incidental, consequential, exemplary, punitive or other such indirect damages (including, without limitation, loss of revenues, profits or opportunities) whether arising out of or as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise.
8. Express warranties, if any, provided with products sold by KM shall be as set forth in the associated product documentation. KM specifically disclaims any and all other implied warranties, including warranties of merchantability and fitness for a particular purpose, none of which shall apply to the sale of KM's products.
9. Applicant agrees to immediately notify KM of any change in ownership, address, authorized purchaser(s) or form of said applicant in writing. This Agreement shall remain in force until the account is paid in full and written notice of termination of this Agreement is received by KM.
10. KM reserves the right to terminate this Agreement at any time, with or without notice, for any reason, in its sole discretion.
11. THE APPLICANT, THE GUARANTOR(S), AND ANY OTHER PERSON SIGNING THIS AGREEMENT, EACH REPRESENT AND WARRANT THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT IN ALL RESPECTS.

_____ PRINT NAME HERE	_____ TITLE	_____ PRINT NAME HERE	_____ TITLE
_____ AUTHORIZED SIGNATURE	_____ DATE	_____ AUTHORIZED SIGNATURE	_____ DATE

PERSONAL GUARANTEE:

I PERSONALLY GUARANTEE PAYMENT OF ANY AND ALL INDEBTEDNESS OF THE ABOVE ACCOUNT AND AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

_____ AUTHORIZED SIGNATURE	_____ DATE	_____ AUTHORIZED SIGNATURE	_____ DATE
-------------------------------	---------------	-------------------------------	---------------

FOR OFFICE USE ONLY

_____ SALES REPRESENTATIVE SIGNATURE	_____ DATE	_____ TERRITORY #
---	---------------	----------------------

Coversheet

National alliance for public charter schools - Charter Leadership Awards Reception

Section:	III. Action Items
Item:	E. National alliance for public charter schools - Charter Leadership Awards Reception
Purpose:	Vote
Submitted by:	
Related Material:	DCTravel.pptx



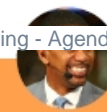
REP. WILLIAM LACY CLAY
(D-Missouri)



REP. DONALD M. PAYNE, JR.
(D-New Jersey)



REP. SHEILA JACKSON-LEE
(D-Texas)



JALEN ROSE
Former NCAA and NBA
Basketball Star
Co-Host, Get Up! (ESPN)
Founder, Jalen Rose
Leadership Academy



MICHAEL CARTER
Co-Founder
Jalen Rose
Leadership Academy

EMCEE: JOE GORHAM OF 96.3 WHUR FM RADIO
MUSIC: DJ FLAVA OF 93.9 WKYS FM RADIO
LIVE PODCAST WITH 8 BLACK HANDS

CONGRESSIONAL BLACK CAUCUS' 49TH ANNUAL LEGISLATIVE CONFERENCE

THE 2ND ANNUAL CHARTER SCHOOL LEADERSHIP AWARDS AND RECEPTION



Come and honor African American charter school leaders, advocates and members of the Congressional Black Caucus who are spearheading the movement to give parents and students high-quality public school opportunities.

Wed, September 11 • 5:30 – 8:00 pm

CUBA LIBRE • 801 9TH ST NW, WASHINGTON, DC 20001

For more information and to RSVP, please contact Brittany Harris at brittany@publiccharters.org



Powered by BoardOnTrack
DC Chapter

Coversheet

PR Proposal

Section: III. Action Items

Item: F. PR Proposal

Purpose: Vote

Submitted by:

Related Material:

19-0819 AIMS KRG Contract.doc

AIMS Proposal for Strategic Communications Services from KRG - Final Updated Version.pdf

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made and entered into as of _____, by and between **AMERICAN INDIAN MODEL SCHOOLS ("Client")** and **THE KOS READ GROUP, INC., ("Consultant" or "KRG")**.

Whereas the Consultant seeks to provide certain consulting services and the Client wishes to retain the Consultant to perform such consulting services on the terms set forth.

1. Consulting Services.

(a) Capacity. The Client hereby retains the Consultant as a consultant of the Client on a non-exclusive basis with respect to the business of the Client (the "Business") during the Term, and the Consultant hereby accepts such position, all effective as of the date of this Agreement and upon the terms and subject to the conditions set forth herein.

(b) Duties. During the Term, the Consultant shall perform such consulting services as may be reasonably specified from time to time by the Client (the "Consulting Services"), subject to the requirement that the Consultant shall comply at all times with all applicable laws. The Consulting Services may include, without limitation, as fully described in the attached Exhibit A. In connection with the rendering of the Consulting Services, the Consultant shall provide to the Client; (i) upon the Client's written request, all information, documents and other materials relating to the Consulting Services; and (ii) such other oral and/or written reports regarding Consulting Services as the Client may from time to time request.

(c) Availability; Location. During the Term, the Consultant shall make himself reasonably available to render the Consulting Services on such business days and times to be requested by the Client and approved by the Consultant.

(d) Compensation; Reimbursement of Expenses. The Client shall pay in accordance to the payment terms as outlined in Exhibit A. Such monthly payments to Consultant shall be payable per month, on or about the first day of each month.

2. Confidentiality; Client Property.

(a) Confidential Information.

(i) Except for where such disclosure is necessary and authorized by Client, Consultant shall keep in strict confidence, and shall not, directly or indirectly, at any time during or after the Term, disclose, furnish, disseminate, make available or, except in the course of performing his duties hereunder, use any trade secrets or confidential business and technical information of the Client, including, without limitation, facts as to when or how the Consultant may have acquired such information (collectively, "Confidential Information").

(ii) Upon the termination of the Agreement, or sooner if requested by the Client, the Consultant shall return to the Client, in good condition, all property of the Client, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in this Agreement.

3. Independent Contractor Status. The Consultant's relationship to the Client during the Term is and will at all times be and remain that of an independent contractor and contractor, and not as an employee or agent. Client acknowledges that Consultant is engaged in a distinct business separate and apart from the business of Client. Client further acknowledges that Consultant and its agents possess a unique set of skills, training and experience. The Consultant does not, by virtue of this Agreement, acquire any authority, whether actual, express, implied or apparent, to bind or otherwise obligate the Client in any capacity, and the Consultant shall not make any commitments for or on behalf of the Client, or bind or purport to bind the Client, in any manner unless and only to the extent expressly authorized in writing by the Client or as described in Exhibit A. The Consultant acknowledges and agrees that he shall not be treated as an employee of the Client for purposes of federal, state, local and foreign income tax withholding, and unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Worker's Compensation law of any state or country and for purposes of benefits provided to employees of the Client under any employee benefit plan. The Consultant also acknowledges and agrees that he is required to pay any applicable taxes on the fees paid to him by the Client pursuant to this Agreement. The Client shall not provide worker's compensation coverage for the Consultant and it is the responsibility of the Consultant to secure any such coverage if desired or required to meet the requirements of applicable law. The Consultant further acknowledges and agrees that he shall not be entitled to participate in any plans, arrangements or distributions by the Client pertaining to any bonus, stock option, profit sharing, 401(k) plan, paid time off, flex spend, insurance or other benefits for the Client's employees.

4. Representations. The Consultant hereby represents and warrants to the Client that (i) he has the capacity and authority to enter into this Agreement, (ii) he will render the Consulting Services in a workman-like manner, (iii) at all times while he is rendering any Consulting Services, he will conduct himself in a professional manner and in accordance with all applicable laws, and (iv) at all times while he is rendering any Consulting Services, he will not negligently or willfully act in a manner that reflects adversely upon (A) the business integrity or goodwill of the Client or (B) the image or reputation of the Client and/or any of the Client's products.

5. Term and Termination. Either party may terminate this Agreement at any time and without cause or reason upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately for cause by providing written notice to the other party. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the "Term." If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs other than on the last day of the applicable calendar month, then the fee payable to Consultant pursuant to Section 1(d), above for such month(s) shall be pro-rated accordingly.

6. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Client and its successors and assigns.

7. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

8. Intellectual Property.

- A. Pre-Existing. Each Party retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals and know-how (collectively, “Intellectual Property”) that the Party or its subsidiaries or affiliates owned before the Commencement Date (“Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party’s Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement.
- B. Newly Created. To the fullest extent possible, each Party will retain ownership rights in any Intellectual Property newly created, conceived or developed by that Party in connection with the Project (“Newly Created Intellectual Property”), and grants to the other Party a fully paid up, worldwide, non-exclusive, non-sublicensable license to use that Party’s Newly Created Intellectual Property in connection with the Project. In the event that (1) one Party modifies or creates derivative works from the other Party’s Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual Property from the other Party’s Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that they will establish, in a writing signed by both Parties, the terms and conditions of ownership and use of the Newly Created Intellectual Property before either Party may publish, distribute, make publicly available, license to third parties, or otherwise use the Newly Created Intellectual Property.
- C. New Trademarks and Website Domains. Each Party agrees that it shall not do any of the following in connection with the Project unless the other Party gives its prior written consent: (1) use, register or attempt to register any trademark or service mark, (2) register or attempt to register a website domain name, or (3) host, operate or maintain a website (or cause or permit another party to do so).
- D. Third-Party Services. Each Party agrees that prior to entering into an agreement with a third party for the performance of any services in connection with the Project, the Party will consult with the other Party regarding ownership and/or license rights in any Intellectual Property to be developed, created or generated by the third party in connection with the Project.
- E. Acknowledgments. Subject to the terms, conditions and limitations on use of Intellectual Property contained herein, each Party agrees that the other Party’s contributions to the Project will be appropriately credited in any written publications or public disclosures relating to the Project.

9. Modifications. No change, amendment or modification of this Agreement shall be valid unless it is in writing specifically referencing this Agreement and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

10. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the

remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

11. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.

12. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

13. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), one business day after having been dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address or facsimile number specified below:

(i) If to the Client: **American Indian Model Schools**
171 12th Street
Oakland, CA 94607

(ii) If to the Consultant: **The Kos Read Group, Inc.**
347 Wayne Avenue
Oakland, CA 94606

14. Construction. Where the context so indicates, the masculine shall include feminine and neuter, the singular shall include the plural and the plural shall include the singular. When a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement unless otherwise indicated. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

15. Further Assurances. Each party hereto shall cooperate and take such action as may be reasonably requested by another party hereto in order to carry out the provisions and purposes of this Agreement and the transactions contemplated by this Agreement.

16. Entire Agreement. This Agreement contains all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the subject matter hereof. This Agreement is intended by the parties hereto to be an integration of any and all prior agreements or understandings (other than those identified above), oral or written, with respect to the subject matter hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date and year first above written.

CLIENT:

CONSULTANT:

AMERICAN INDIAN MODEL SCHOOLS

THE KOS-READ GROUP, INC.

By: _____

By: _____

Maya Woods-Cadiz, Superintendent

Isaac Kos-Read, President

EXHIBIT A
to
CONSULTING SERVICES AGREEMENT

Term: September 1, 2019 – June 30, 2020 (10 months)

Fee Schedule: \$7,500/month plus reimbursements of up to \$1,500/month to cover the following expenses:

- Social media advertising expenses (est. \$500-\$1,000/month)
- Photography and videography services, as necessary

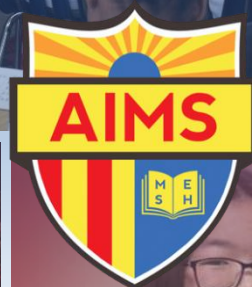
The total not-to-exceed contract amount is \$90,000.

Services: Strategic marketing and communications to support the rebranding, enrollment, capital funding, and charter renewal goals of the Client, specifically:

- Develop and implement a rebranding campaign to disseminate awareness about the name change of the Client, as well as the underlying shifts in practices and long-term commitment to the local community.
- Support the development of the leadership voice of the Superintendent of the client through op-eds, blogs, social media, earned media interviews, and other channels.
- Assist as needed in improving the awareness and impact of all organizational communications and marketing, internally and externally, as mutually agreed to with the Client.

Client Initials: _____

Consultant Initials: _____



Proposal for Strategic Communications Services

Prepared for AIMS K-12 College Prep Charter District

August 23, 2019

Submitted by:



KOS READ GROUP



KOS READ GROUP

August 23, 2019

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

Dear Supt. Woods-Cadiz:

It is an honor to submit for your consideration the attached proposal for strategic communications services to AIMS. These are challenging yet exciting times in Oakland public education. To navigate them successfully on behalf of the current, future, and even past students and families of AIMS, as well as the broader community, will require strategic and effective communications. Kos Read Group, Inc. (KRG) is the right partner to help for the following reasons detailed in this proposal:

- 🔗 **KRG will be a partner to AIMS:** We are a boutique firm that goes deep with clients, becoming a partner and extension of your in-house teams and leadership. We can help AIMS roll out its new, forward-looking identity while helping you develop your leadership voice in a way that complements the school and benefits the families and students you are seeking to serve.
- 🔗 **KRG is deeply rooted in Oakland:** We are Oakland-based and Oakland-focused. Every one of our team members lives in Oakland. We serve on boards, volunteer here, and have our kids in the public schools. We are deeply connected and committed to civic life, including the business community, nonprofit organizations, labor, and grassroots community organizations. This is our beloved community. We don't just work here, we live and thrive here, and are ready to apply our deep understanding on behalf of AIMS.
- 🔗 **KRG will deliver Results that Matter:** AIMS does not need more "likes" or "eyeballs" on its materials for fun or ego—what you need are the resources that will help your students and families continue to thrive. Getting there requires more support from the district, renewal of your charter in 2021, and continued enrollment and fundraising increases, as well as improved facilities. All of these items require compelling strategic communications across all platforms, from digital presence to powerful print materials the walls of buildings such as flyers sent home to parents and banners hanging on your walls. KRG has a proven track record of delivering such cross-platform campaigns that support strategic outcomes.

Thank you in advance for your consideration of this proposal. We look forward working together.

Respectfully,

Isaac Kos-Read
President

INTRODUCTION & PROPOSED SCOPE

Oakland public education is at a crossroads. After years of embracing charters and watching them grow and thrive with early successes, today, charter schools are under attack. Though it is a national effort, the push back in Oakland is particularly stark. Some of that pushback is valid, calling upon charters to improve their quality and equity, as well as do a better job of communicating their positive impact on balance. Some of the pushback is unfair and even absurd, part of an ideological push that has less to do with student achievement and more to do with special interests. In the middle of it all is our superintendent, backed by the Community of Schools board policy and many reasonable organizations pushing for quality for all kid—independent of school governance.

AIMS is also facing an important, challenging, and dynamic moment. On the one hand, its three schools continue to receive positive acclaim for their equity and quality while producing results, with everything from strong athletics to super strong academics, AIMS owns one of its buildings, and together with its superintendent has decades of experience in Oakland. On the other hand, the illegal actions of the school's founder still loom over its brand, adding fuel to the anti-charter fire, and like any public school, you still have quality and equity challenges you're seeking to improve upon. And in just two short years, you will have to seek renewal of your charter, and hope to be doing so in a favorable environment that will allow you to thrive, not a hostile one that will make it hard to even just survive.



The good news is that you are taking the right steps to navigate this challenging landscape, rebranding, investing in an in-house communications person, and seeking outside support to assist.

Kos Read Group, Inc. (KRG) is ready to help. Since the beginning of our founders' career in communications and public affairs 20 years ago, and since the inception of KRG five years ago, we have been focused on supporting responsible and high-quality, classroom-based charter schools. We know public education issues, we know education marketing, and we know Oakland. We look forward to getting to know AIMS better and, together, charting a successful path for your families and students, both of our organizations, and for Oakland.


We would be honored, excited, and proud to work with AIMS. The remainder of this proposal offers up a proposed scope of work, additional background on KRG, and proposed timeline and budget.

Proposed Scope of Work

There are various streams of work that we discussed in our initial meeting and which we think we could add value for AIMS. These include, but are not necessarily limited to, the following:

-  **Rolling out the new AIMS brand:** The move to rename and rebrand from American Indian Model Schools to AIMS College Prep is a smart and big one. We know how to lead civic rebranding efforts like this—we did this for Enroll Oakland Charters when it shifted to EnrollOak.org and then Enroll Oakland; we did this for the San Francisco Estuary Institute/Aquatic Science Center when it shifted to SFEI. We developed the digital and hard-copy collateral to support the strategy, in both cases supporting the organizations' shifts to increase funding and participation in their programs. We would support on overall strategy, support development of copy and graphics, and assist in executing a social, earned, and paid media strategy, as well as support school community and family engagement.
-  **Developing a compelling leadership voice for AIMS' superintendent:** One of our strongest areas is in helping develop and promote thought leaders in the civic arena. When in-house with the Port of Los Angeles, our founder helped the first female PhD leader of the largest port in the Western Hemisphere contribute to national transportation policy by writing blogs and delivering keynotes. While working with the Port of Oakland and Oakland Unified

School District, our founder helped their respective leaders develop strong leadership voices both internally and externally related to goods movement and education issues. We would propose working closely with Supt Woods-Cadiz to help develop key messages, optimal channels, and then develop and execute a thought leader campaign through social and traditional media, as well as trade publications and educational and regional forums.

 **Improving overall ROI for AIMS communications and marketing:** In addition to the rebranding roll-out, AIMS will need support engaging families to market and grow its following, especially to targeted underserved groups. Similarly, AIMS needs to have compelling public communications to help build the case for both renewal and access to facilities and funding through OUSD, ACOE, and the state. KRG will support both areas as an extension of AIMS in-house communications and marketing team.


We would expect this work to unfold according to the following timeline:


Month	Key Action Item
September	<ol style="list-style-type: none"> 1. Kick-off meeting 2. Inventory of assets and identification of collateral needs 3. Development, initial presentation, and refinement of comms plan and assets
October	<ol style="list-style-type: none"> 4. Training of key spokespeople 5. Roll-out of comms plan as part of back-to-school campaign, targeting AIMS school community, alumni, staff, etc. 6. Initial weekly meetings (team and Supt.)
November	<ol style="list-style-type: none"> 7. Begin civic engagement with initial speaker series 8. Public rollout with earned, paid, and social media campaign 9. Coordinate at least one OUSD/state policy-related communications engagement 10. Continue weekly meetings (alternating team and Supt.) 11. Develop marketing materials for enrollment
December	<ol style="list-style-type: none"> 12. Launch of marketing campaign as part of enrollment launch 13. Move to ongoing bi-weekly meeting structure
January	<ol style="list-style-type: none"> 14. Evaluate initial 3-4 months of communications engagement to refine and improve with new year messaging
Feburary-May	<ol style="list-style-type: none"> 15. Relaunch integrated marketing and communications campaign as part of the new year and enrollment deadline push 16. Maintain bi-weekly meeting structure 17. Support weekly social media 18. At least one Superintendent/leadership communications engagement per month
May-June	<ol style="list-style-type: none"> 19. Evaluate and prepare Year 2 strategy with recognition of the important November 2020 election

We believe that this initial 10-month proposed scope would help catapult AIMS forward toward renewal in the 2020-2021 fiscal and school year, position it for support from local, regional, and state leaders, and ensure continued success in enrollment and grant funding efforts. The balance of this proposal offers additional background on Kos Read Group, Inc. (KRG), including results, references, clients, team members, and offers a proposed term and investment for this engagement.

RESULTS & REFERENCES

In addition to these recent client references, additional information and testimonials can be found on our website at: <https://www.kosreadgroup.com/results>.

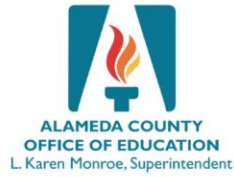
Client	Educate78 <i>Funding and advocating for Oakland public education reform.</i>
Results that Matter	 Transformed the advocacy and communications strategy of a small nonprofit organization into a citywide powerhouse that is trailblazing the future of Oakland public education.
Reference Name & Contact Info	Gloria Lee, CEO Educate78 Impact Hub Oakland 2323 Broadway, Oakland, CA 94612 E-mail: glee@educate78.org Mobile: 415-999-7180

Client	Enroll Oakland <i>Helping parents choose the best Oakland public schools for their children</i>
Results that Matter	 Developed and led the marketing and communications programs for the second and third year of the organization that have led to over 10 million impressions and double digit percentage increases in on-time applications, meeting or exceeding the strategic goals of the organization, including building the first-ever co-branded campaign with OUSD that increased participation in school choice from Oakland's hardest to reach communities.
Reference Name & Contact Info	Luis Rodriguez, Executive Director Enroll Oakland 1050 West Grand Ave., Oakland, CA 94607 E-mail: luis.rodriguez@enrolloak.org Office: 510-454-9362

Client	Oakland Metropolitan Chamber of Commerce <i>The leading business organization in the City of Oakland.</i>
Results that Matter	 Developed a renewed public policy, advocacy, lobbying, and public affairs program that helped increase membership and the impact of both the public policy and political activities of the Chamber.
Reference Name & Contact Info	Barbara Leslie, CEO Oakland Metropolitan Chamber of Commerce 1333 Broadway, Plaza-100, Oakland, CA 94612 E-mail: bleslie@oaklandchamber.com Office: 510-874-4800

CLIENTS

Kos Read Group, Inc. (KRG) has had the honor of working with the following clients, past and current:



BACKGROUND ON OUR TEAM



Isaac Kos-Read, President & Founder, has nearly 20 years of experience in public affairs and strategic communications in California serving nonprofit organizations, governments, and businesses motivated by civic good. After earning dual degrees in economics and Latin American Studies at Stanford and completing a Fulbright scholarship in Mexico, Isaac began his career as a lobbyist at the state and federal levels of government, securing funding and improved public policy for clients such as the Oakland Zoo and the City of Oakland under Mayor Jerry Brown. In 2009, he became the first head of government affairs for the Port of Los Angeles under Mayor Antonio Villaraigosa, securing more federal stimulus funding than any other port in the country. He returned to his adopted hometown in 2011 to serve the Port of Oakland as the Director of External Affairs, overseeing communications,

community relations, and government affairs for the seaport, airport, and waterfront. In 2014 he launched Kos Read Group, Inc. to help civic-minded organizations communicate and advocate for results that matter—more funding, better public policy, and overall improvements to their communities.



Taraneh Arhamsadr, VP, Communications, has 13 years of diverse experience in communications, media relations, and outreach, focused primarily on environmental and social issues and public works projects. She earned her B.A. in Environmental Studies from the University of California, Irvine and her Masters in Public Administration with a focus on Environmental Policy from San Francisco State University. Early in her career, Taraneh worked in Southern California public affairs, where she had the chance to engage in public outreach efforts for projects ranging from Orange County’s Groundwater Replenishment System and Stormwater Program, to Iberdrola Renewables Tule Wind project in San Diego County, to the California High Speed Rail Project. She went on to serve as on-staff communications lead for

environmental nonprofits including Rising Sun Energy Center, the David Brower Center, and As You Sow, as well as providing strategic communications consulting for Children & Nature Network and New Dream. Most recently, Taraneh headed up communications for a leading public education advocacy organization in the Bay Area.



Morgan Rothenbaum, Client Manager, graduated from Cal Poly San Luis Obispo in 2015 with a B.A. in Political Science, studying global politics and researching the effect of urban development and gentrification on different communities around the world. She won the John L. Lynn Price Award for Best Senior Project of the Year which focused on urban development and its effects on K-12 public education in the Bay Area. Although early in her career, she has worked at a government and media relations firm in Sacramento, helping companies reach and meet with local and state officials to bring technological innovation and efficiency to the public sector. She also assisted in the editorial department, contributing to articles in *Government Technology*. Most recently, she worked in the digital marketing department at MNI Targeted Media, a company under *Time, Inc*, San Francisco, known

for their *Fortune*, *Time*, and *Sports Illustrated* magazines, defining target audiences, performing and analyzing market research, and strategizing with clients to build impactful integrated marketing campaigns.

TERM & INVESTMENT

We believe in building long-term partnerships with our clients, and therefore always propose an initial engagement of at least approximately one year. For this work, we propose an initial engagement of 10 months (through the end of FY20).

At the same time, **our contracts always have a 30-day no fault termination to protect both our clients' interests and our own in case of changing circumstances.**

All of our engagements are structured as monthly retainers. For the scope of work in this proposal, we would propose a monthly retainer of \$7,500, plus additional budget for advertising and other pre-approved expenses as needed. We have provided rough estimates for total contract and engagement costs in the following table:

Area of Investment	Sept. 2019-June 2020 (10 months)
Kos Read Group, Inc.	\$75,000
Advertising (social, digital, print, mail, etc.) and additional pre-approved expenses as needed	\$15,000
Total in FY20:	\$90,000

Thank you in advance for your consideration and we look forward to discussing this with you soon.



Coversheet

Internal Fiscal Policies

Section: III. Action Items
Item: I. Internal Fiscal Policies
Purpose: Vote
Submitted by:
Related Material: Fiscal Policies for Finance and Board August 2019.docx

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

201 Organizational Conflict of Interest or Self-Dealing (Related Parties)

AIMS K-12 College Prep Charter District feel that it is important for AIMS board members and key employees to understand the conflict of interest laws and rules that apply to the schools, to identify and avoid conflicts of interest. AIMS K-12 College Prep Charter District board and key employees shall receive annual conflict of interest training. Such training shall be provided at the time the board receives the mandatory Ralph M. Brown Act training required by the schools' charters and shall be provided by the school's legal counsel or another qualified provider. The conflicts of interest training shall cover specific topics including procedures for hiring, contractual arrangements, purchasing, bidding and expenditure approvals that help to prevent conflicts of interest.

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

- A. Sale or exchange, or leasing, of property between the agencies and an affiliated or unaffiliated organization or a private or related individual.
- B. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.
- C. Furnishing of goods, services or facilities between the agencies and an affiliated or unaffiliated organization or a private or related individual.
- D. Payment of compensation, unless authorized by the Board of Trustees or its governing body, by the Schools to an affiliated or unaffiliated organization or a private or related individual.
- E. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Schools.

Thus, AIMS K-12 College Prep Charter District will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s).

Related party transactions shall include transactions between a school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children,

spouses of children, grandchildren, siblings, father in law, mother in law, sister in law and brother in law of a board member or school employee.

202 Board of Trustees Authorities

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

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

203 Signature Authorities

To properly segregate duties within the Charter Schools, the Board of Trustees, Superintendent and Chief Business Officer are the only individuals with signatory authority and are responsible for authorizing all cash transactions. All checks require two signatures and Individual checks greater than \$8,000 will require Board Approval and signature prior to check issuance. AIMS will not print AP checks on site

204 Government Access to Records

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

205 Security of Financial Data

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

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

206 Security of School Documents

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

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

207 Use of School Assets

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

208 Use of School Credit Cards

1. PURPOSE: The Board of Trustees of AIMS K-12 College Prep Charter District recognizes the efficiency and convenience afforded the day-to-day operation of AIMS charter school, for payments and recordkeeping for certain expenses, through the use of school credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has

a responsibility to ensure that credit card expenses incurred by AIMS K-12 College Prep Charter District must clearly be linked to the business of AIMS schools. This policy addresses and establishes the proper use and assignment of school credit cards. The Board has agreed on the fundamental principles of this policy and has delegated responsibility for the implementation and monitoring of the policy to the Chief Business Officer (CBO).

2. DEFINITIONS:

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

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

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

3. SCHOOL CREDIT CARD USERS:

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

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

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

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

4. USER RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

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

5. USAGE: School credit cards may only be used for legitimate AIMS charter school's business expenses and in accordance with AIMS K-12 College Prep Charter District policies, as defined below.

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

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

5.02.1 Business services, including catering or advertising.

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

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

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

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

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

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

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

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

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

5.06 Purchases shall not exceed the card limits per billing cycle set for school credit card use, or the overall financial credit limit of AIMS K-12 College Prep Charter District. The CFO shall monitor and may recommend changes to these limits. The Superintendent limit may be changed only by the Board of Directors. The list of limits by class of Cardholder/User will be maintained by the CFO and reviewed annually to ensure adherence to procurement policy thresholds.

5.07 Any benefits of the school credit card such as membership awards programs are only to be used for the benefit of AIMS K-12 College Prep Charter District and shall not be redeemed for personal use.

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

6. DOCUMENTATION:

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

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

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

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

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

To assist employees in the conduct AIMS K-12 College Prep Charter District business and recording of business-related transactions, AIMS has established a Credit Card Program. Your signature below acknowledges you have read and agree to comply with the provisions of the credit card program and its future modifications.

You (Cardholder/Employee) are being entrusted with a company credit card. The credit card is being provided to assist you in paying for those materials and supplies necessary for the performance of your job. This Card may be cancelled at any time at the sole discretion of the AIMS K-12 College Prep Charter District. Each card has an account number to allow the tracking of transactions.

The following highlights key provisions of the program.

1. **CARD RESTRICTED TO BUSINESS USED ONLY.** The credit card issued to you must be used for the purchase of those materials and supplies necessary for the performance of your job. Materials and supplies may include but are not limited to classroom and instructional supplies, pre-approved travel, field trips, etc. You must sign the back of the card upon receipt. Use of the card is limited to you and you are prohibited from authorizing its use to any other individual for any purpose. The card shall not be used for personal purchases.
2. **COMPLETION OF MONTHLY PURCHASE REPORTS.** Once a month you will receive a statement listing all purchases charged to the "Account". Within 5 working days of receipt of the statement you will need to (a) verify the amount of the charges with the original receipt and attach the receipt. (b) write the appropriate

expenditure account number and brief description on statement. (c) If there is any discrepancy related to a charge you will initiate follow-up with AIMS Katema Ballentine, Chief Business Officer at (510)893-8701 ext. 17, (d) sign the statement; and forward to your Approving Manager or Supervisor.

- 3. **FAILURE TO FOLLOW THE REQUIREMENTS.** Inappropriate use of the card includes but is not limited to: Use of the Card without authorization. Misuse of the Card in any way. Providing false or misleading information; and loss or theft of the Card due to employee gross negligence. In accordance with AIMS policies and procedures, failure by an employee to follow program requirements may result in disciplinary actions, up to and including employment termination.
- 4. **LOSS OR STOLEN CARD.** If your Card is loss or stolen, or if you think your Account was used without your permission, you should notify ELAN VISA (Name and contact information) immediately. Additionally, you must notify the AIMS Business Department at (510)893-8701 ext. 17.
- 5. **SURRENDER CARD UPON TERMINATION OF EMPLOYMENT.** Upon termination of employment, you must immediately surrender the assigned card to your immediate supervisor.
- 6. **ACKNOWLEDGMENT.** I acknowledge receipt of the Card and was provided an opportunity to ask questions of a knowledgeable designate regarding the appropriate use of this card. I confirm that I have read and understand the above requirements and agree to comply with the procedures.

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

Cardholder: _____ Department/Location: _____

Signature: _____ Phone Number: _____

Account (Card) Number: _____ Card Expiration: _____

C. FINANCIAL MANAGEMENT POLICIES

300 BASIS OF ACCOUNTING

AIMS K-12 College Prep Charter District will maintain their accounting records and related financial reports on the accrual basis of accounting.

302 Accounting Policies

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

303 Basis of Presentation

The accounts of the AIMS K-12 College Prep Charter District are organized on a basis of the charter school required elements of the Standardized Account Code Structure or SACS. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures. The Charter Schools use the following fund:

General Fund - This fund of AIMS K-12 College Prep Charter District is used to account for all financial resources associated with the operation of the schools. In addition, all activities relating to Student Activities should be separately identified and recorded within this fund.

304 Revenues

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

305 Expenditures

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

306 Incurred Costs

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

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

307 Cash Management

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

1. Operating – EASTWEST Bank

2. Investment - EASTWEST Bank/Community Bank

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

308 Grants Receivable Aging Criteria

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

309 Grant/Contract Invoicing

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

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

310 Budgets

A. AIMS K-12 College Prep Charter District prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projections are reviewed and approved by the Board of Trustees, prior to June 30 each year and modified, as necessary.

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

311 Insurance and Bonding

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

1. General liability

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

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

312 Record Retention and Disposal

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

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

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

312 Record Retention and Disposal - continued

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

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

313 Financial Reporting

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

A. Annually:

1. Financial statements for audit
2. Annual budget

B. Monthly:

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

C. Periodically:

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

314 Audit

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

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

315 Full Board as Audit/Finance Committee

The full Board of Trustees acts as an audit/finance subcommittee. Staff will review and present an analysis of independent auditor proposals to the Board and make a recommendation for selection of independent auditor. and the Board will select the independent auditor and review the scope and results of the audit. The Board also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The Board of Trustees will also review all financial information of the AIMS K-12 College Prep Charter District.

400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY

401 ASSETS

402 Bank Accounts

A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Trustees of AIMS K-12 College Prep Charter District at the indicated Federal Deposit Insurance Corporation (FDIC)-insured banks:

EASTWEST BANK COMMUNITY BANK

403 Petty Cash Checks Payments

A. Account has been closed.

404 LIABILITIES AND FUND EQUITY

405 Accounts Payable

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

406 Accounts Payable Payment Policy

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

407 Accrued Liabilities

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

408 Liability For Compensated Absences

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

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

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

409 Debt

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

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

500 REVENUE

501 Revenue Recognition

The AIMS K-12 College Prep Charter District record revenue on the accrual basis of accounting, consistent with generally accepted accounting principles applicable to special purpose governmental units.

600 FACILITIES

601 Disposal of Property and Equipment

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

B. AIMS K-12 College Prep Charter District have adopted standard disposition procedures for AIMS' staff to follow, which include an Asset Disposal Form, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.

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

700 PROCUREMENT POLICIES

701 AIMS K-12 College Prep Charter District adhere to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
2. Make all purchases in the best interests of AIMS and their funding sources.
3. Obtain quality supplies/services needed for delivery at the time and place required.
4. Buy from responsible sources of supply.
5. Obtain maximum value for all expenditures.
6. Deal fairly and impartially with all vendors.
7. Maintain dependable sources of supply.
8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in AIMS K-12 College Prep Charter Districts' supplier relationships.

A. AIMS K-12 College Prep Charter District will execute a Purchase Order for all purchases except when it is in the best interest of the company to obtain maximum value for its expenditures. When staff receives a lower price from companies that do not accept purchase orders, the decision will be made to utilize either a check or a credit card to make the purchase. Purchases shall be approved by the Superintendent for amounts less than \$8,000 per school and by the Board of Trustees if greater than \$8,001 per school.

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

C. All Credit requests will be evidenced by a credit application approved by the Board of Trustees and signed by the Superintendent. The agreement will identify all the purpose and intentions of the credit line.

Procurement Procedure

Accounts Payable

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

Laymans Terms

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

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

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

Routine Procedures

Accounts payable should be balanced daily to reconcile payments to recorded entries. Any discrepancy between the total amount paid and the total recorded should be examined and reconciled immediately.

Management oversight of every individual involved in accounts payable should be stringent and should include routine monitoring of activities.

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

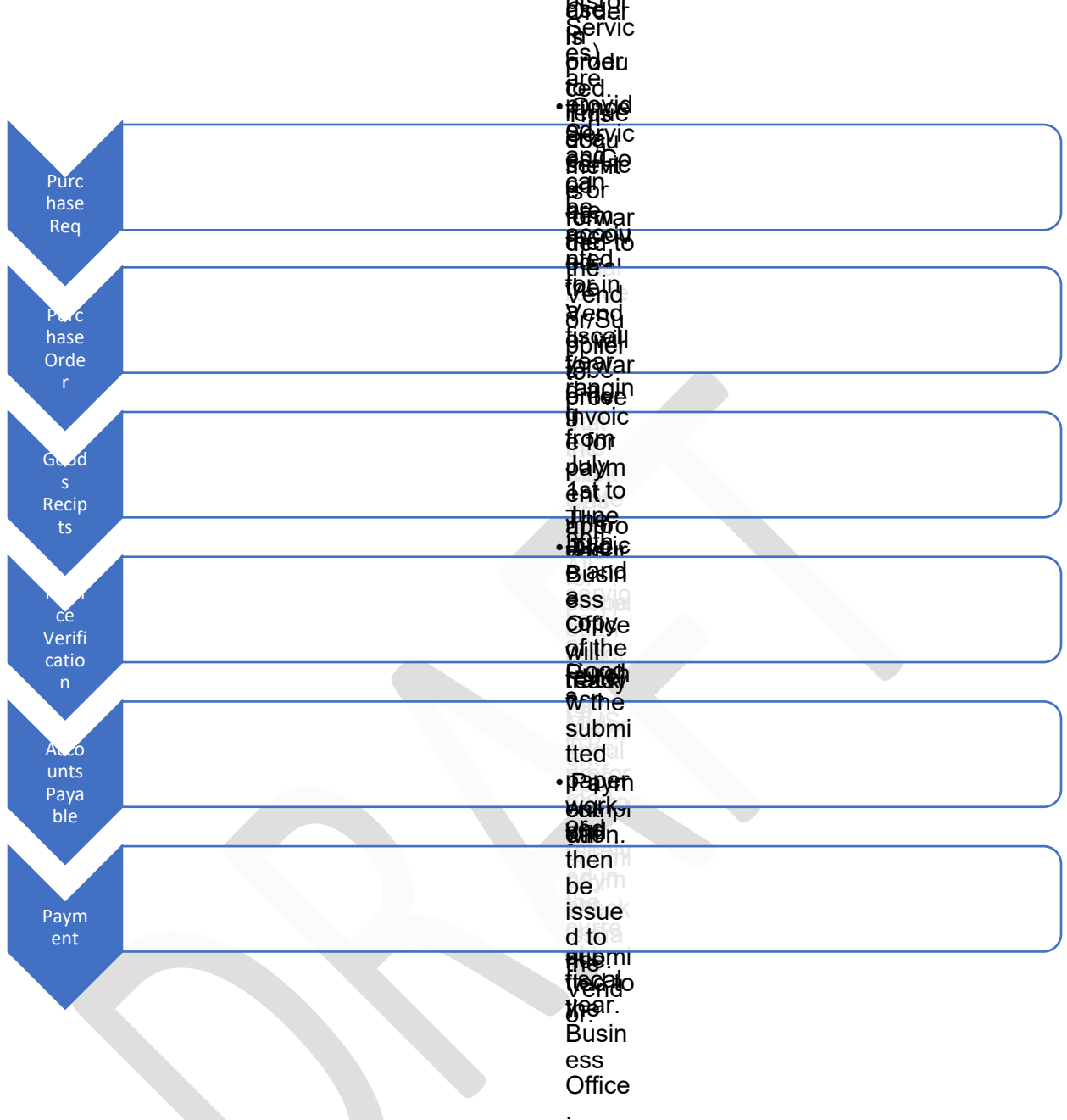
Internal Controls

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

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

In order to ensure fiscal vitality AIMS K-12 College Prep Charter District has established routine control procedures for accounts payable, outlined in the following pages.

.



What Do I do?

- **Request approval for the service or product:** In order to ensure proper accountability for the use of public funds all requests MUST go through the Spendwise Purchase Requisition System. A purchase order must accompany all remittances issued by AIMS K-12 College Prep Charter District. Emails and verbal permissions cannot be audited.
- **Submit Purchase Order to Vendor/Supplier:** Vendors and Suppliers require an audit trail as well. Purchase Orders are approved agreements that permit the service or goods to be received by AIMS.

- **Receive Goods and/or Services:** State and Federal requirements define that the funds we receive in a certain fiscal year must be utilized for services and goods received in that fiscal year. Please keep in mind, that State General Purpose funds cannot be used on “cross-year” services or goods
- **Collect Invoice from Vendor:** The invoice or “bill” is list of the goods or services provided with a sum due. This document is the auditable trail that records of the products received. The bill is required to issue a payment.
- **Submit Invoice and P.O Copy/Number to Business Services:** The complete package will ensure timely payment to vendors

OFFICEWISE: How to Create a Requisition/Purchase Order

Purchase orders

Overview

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

Creating purchase orders

To create a purchase order, complete the following steps:

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

Copying purchase orders

To copy a purchase order, complete the following steps:

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

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

Editing purchase orders

To edit a purchase order, complete the following steps:

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

Viewing purchase orders

To view a purchase order, complete the following steps:

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

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

Emailing purchase orders

To email a purchase order complete the following steps:

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

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

Printing purchase orders

To print a purchase order, complete the following steps:

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

Printing purchase order detail

To print purchase order detail, complete the following steps:

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

Opening purchase orders

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

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

Closing purchase orders

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

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

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

Voiding purchase orders

To void a purchase order, complete the following steps:

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

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

702 Check Issuance

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

800 TRAVEL POLICIES

801 Pre-Approval for Travel

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

802 Employee Mileage Reimbursement

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

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

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

900 CONSULTANTS AND CONTRACTORS

901 Consultant Utilization

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

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

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

C. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements, including students' academic achievement, contractor's compensation and AIMS K-12 College Prep Charter Districts' rights to educational curricula and intellectual property developed.

902 Independent Contractors

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

In particular, consultants will:

A. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work. B. Adhere to a precise contract scope of services, recomputed or at least adjusted annually. This consultant agreement will specify the obligation of the consultant to

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

PART II

1000 - GENERAL ACCOUNTING PROCEDURES

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

GENERAL LEDGER ACTIVITY

Control Objective

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

Major Controls

A. Timeliness of Entries

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

B. Support Documentation

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

C. Audit Trail

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

Procedures

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

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

GENERAL LEDGER CLOSE-OUT

Control Objective

To ensure the accuracy of financial records and reports.

Major Controls

A. Trial Balance

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

B. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers

Reconciliations are prepared on a monthly basis.

Procedures

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

1100 - CASH MANAGEMENT PROCEDURES

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

CASH RECEIPTS

Control Objective

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

Major Controls

A. Cash Flow Projection

AIMS K-12 College Prep Charter District annually prepare and update monthly a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.

B. Cash Receipts Policies

AIMS K-12 College Prep Charter District has internal control systems in place to monitor cash receipts and ensure that deposits are made in a timely manner. AIMS also use electronic fund transfers to accelerate deposits.

C. Internal Accounting Controls

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

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

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

Procedures

A. General

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

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

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

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

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

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

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

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

Cash Handling Procedure (Internal)

AIMS Cash Handling Policy 2018-2019 School Year

General Procedures

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

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

- Cash is accepted at the front desk from 9:30 a.m.-1:00pm.
- Cash deposited to the front desk must be stored in a safe immediately.
- MealTime (Lunch Program Payment System) deposits must be made to student's profile.
- Receipt must be logged and receipt must be given to parent/guardian after deposit is completed.
- By 2:00pm, cash and receipt book must be reconciled by Head of School or designee. (Double Count of Cash)
- After reconciliation, cash will be stored in safe on site until weekly delivery to Finance Department.

Reconciliation of Cash Handling

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

Security of Cash Handling

- Cash and other deposits are to be kept secured, in safe locked location always. Do not leave deposits or cash unlocked in desk, drawers or file cabinets.
- Offsite delivery of cash requires two people.
- Front desk clerk is responsible to ensure all cash deposits that are brought to finance office must have finance staff review and sign off on total received.
- Deposit bags must be secured along with any other deposits until dropped off to finance department.

Refunds

- Refund request are processed through the Registrar's Office.
- A MealTime reimbursement form must be completed.
- The Registrar's Office will verify the overpayment on the MealTime system.

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

Collections

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

CASH DISBURSEMENTS

Control Objective

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

Major Controls

A. Cash Disbursement Policies

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

B. Internal Accounting Controls

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

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

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

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

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

Procedures

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

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

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

4. After having been approved and/or signed, the checks are mailed directly to the payee by back office provider.
5. All supporting documents are uploaded into the A/P system by back office business services provider as back-up for each check.
6. All payment requests are researched in the A/P system by vendor and by invoice number to prevent double payments.
7. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies. 8. Bank statements are reconciled soon after receipt by either the back offices business services provider and reviewed by the Chief Business Officer.
8. All checks are printed by our back office

PETTY CASH FUNDS

THIS ACCOUNT IS CLOSED

Control Objective

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

Major Controls

A. Internal Accounting Controls

(i) AIMS K-12 College Prep Charter District do not use Petty Cash Funds. All local emergency school expenditures are done via credit card transactions.

1200 - PAYROLL PROCEDURES

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

PERSONNEL REQUIREMENTS

Control Objective

To ensure that the AIMS K-12 College Prep Charter District hire only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

Major Controls

Payroll Policies Procedures New Employees

1. Requests for new employees are initiated by the Principal and compared with the approved annual personnel budget.
2. New employees complete an Application for Employment.
3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted. Fingerprint clearance must be received by the AIMS before any employee may start work.

Vacation and Sick Pay

1. Employees accrue vacation time based on personnel policy of the AIMS Schools.
2. Employee is required to provide advanced notice to supervisors for a vacation request.
3. Regular part-time employees do not earn vacation time on a pro-rated bases based on personnel policy of the AIMS K-12 College Prep Charter District.
4. Employees' earned vacation balances are adjusted monthly to reflect vacation time earned and taken and reviewed by the Principal.
5. Sick leave taken is monitored against each employee's available sick time on an electronic spreadsheet and reviewed by the Principal.
6. AIMS sick time is unpaid at release of employment. Any unused sick leave can be credited to PERS retirement system.
7. A General Journal entry is prepared at year-end to record the accrued vacation liability.
8. Unused vacation time is based on personnel policy of the Celerity Schools.

PERSONNEL DATA

TIMEKEEPING

Control Objective

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

Major Controls

A. Timekeeping Policies

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

B. Punches

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

C. Internal Accounting Controls

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

Procedures

Time and Attendance

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

Approval and Collection of Time and Attendance

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

Reconciliation of Payroll to Punches

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

PREPARATION OF PAYROLL

Control Objective

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

Major Controls

A. Internal Accounting Controls

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

Procedures

1. Employee time sheets are approved by School Heads. All deviations from pre-programmed parameters are approved by HR.
2. The total time recorded on time and attendance system and the number of employees is calculated by the payroll system and reviewed by HR and the back-office business services provider.
3. Recorded hours from the time clock punches are communicated to the Payroll Service electronically.

4. The payroll documents received from payroll software (e.g., calculations, payrolls and payroll summaries) are compared with employee punches, pay rates, payroll deductions, compensated absences etc. by the HR department and the back-office business services provider.
5. The back-office business services provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the back-office business services provider.
7. The Payroll Register is reviewed and approved by AIMS appropriate personnel.

PAYROLL PAYMENT

Control Objective

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

PAYROLL WITHHOLDINGS

Control Objective

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

Major Controls

A. Reconciliation of Payment and Payroll Withholdings

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

B. Internal Accounting Controls

Procedures

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

1300 DEPRECIATION

Procedures

1. AIMS K-12 College Prep Charter District capitalize all fixed assets when acquired and records the historical cost of these items in the Enterprise Fund. In accordance with generally accepted accounting principles, as they relate to special purpose business-type activity, government units, under GASB 34 depreciation expense must be recorded in the statement of revenue, expenditures and changes in net assets. The AIMS will use the straight-line method of depreciation over the assets useful life as determined as follow:

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

1400 EXPENSE REIMBURSEMENT

Control Objective

To ensure the AIMS K-12 College Prep Charter District pays for only authorized business expenses.

Major Controls

A. Travel Policies

AIMS K-12 College Prep Charter District has adopted policies on travel reimbursement.

B. Business Expense Reimbursement

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

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

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

Purchases of the following items are not eligible for reimbursement by AIMS K-12 College Prep Charter District. Any purchases of such items, if appropriate, shall be made through the schools' purchase requisition system.

- o Deposits or advances for services that have not been rendered;
- o Donations or sponsorships;
- o Flowers, gifts or gift cards;
- o Personal cell phone purchases or monthly plans (these are handled by purchase orders, with minor accessory items allowed)
- o Alcoholic beverages; and
- o Individual items costing more than \$2,000, excluding travel.

Non-school-related purchases are prohibited. The use of AIMS K-12 College Prep Charter Districts' funds for personal use is prohibited, including the submission of any non-school related purchases for reimbursement. Individuals who use or attempt to use AIMS funds or seek reimbursement for non-school related purposes shall be subject to disciplinary action. Any individual whom the Superintendent or his/her designee determines has sought reimbursement for irregular or unauthorized transactions, whether personal or unauthorized business transactions, will be subject to disciplinary action.

C. Internal Accounting Controls

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

Expense Advance or Reimbursement

Expense Reimbursement:

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

1500 - MANAGEMENT REPORTING PROCEDURES

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

ANNUAL BUDGET

Control Objective

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

Major Controls

A. Budget Process

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

B. Internal Accounting Controls

Accuracy and completeness of the budget and projections

Procedures

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

FINANCIAL REPORTING

Control Objective

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

Major Controls

A. Schedule

Monthly managerial reports are prepared based on a schedule.

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

C. Audit

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

Procedures

1. The back-office business services provider prepares monthly budget vs. actual financial reports and cash flow projection for the Board of Trustees meetings.
2. AIMS K-12 College Prep Charter District submit to an audit of their financial statements by a qualified certified public accounting firm, in accordance with Governmental Auditing Standards
3. AIMS K-12 College Prep Charter District shall automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m).

PAYROLL TAX COMPLIANCE

Control Objective

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

Procedures

1. AIMS K-12 College Prep Charter District maintains a schedule of required filing due dates for:
 - (i) IRS Form W-2 - Wage and Tax Statement.
 - (ii) IRS Form W-3 - Transmittal of Income and Tax Statements.
 - (iii) IRS Form 940 - Employer's Federal Unemployment (FUTA) Tax Return.
 - (iv) IRS Form 941 - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
 - (v) IRS Form 1099 MISC (also 1099-DIV, 1099-INT, 1099-OID) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
- (i) Quarterly and annual state(s) unemployment tax return(s).

2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the back-office business services provider for accuracy and completeness.

DRAFT

Coversheet

Pre-approved Vendor's List

Section:	III. Action Items
Item:	J. Pre-approved Vendor's List
Purpose:	Vote
Submitted by:	
Related Material:	2019-2020 Pre-approved Vendor List.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2019-2020 Pre-approved Vendor List.xlsx

Coversheet

General Liability Insurance Renewal

Section: III. Action Items
Item: K. General Liability Insurance Renewal
Purpose: Vote
Submitted by:
Related Material: Insurance Memo General Liability August 2019 board meeting.docx

MEMORANDUM

TO: Finance Committee
FROM: Katema Ballentine, Business Office
DATE: August 27, 2019
SUBJECT: Insurance information Finance Committee and Board of Directors

Current Insurance Broker

Mike Esparza
All-Cal Insurance Agency
505 Vernon Street
Roseville, CA 95678
www.all-calinsurance.com
mike@all-calinsurance.com
(916) 784-9070

Policies are listed for Not-For Profit American Indian Model Schools DBA:
American Indian Public Charter School I, American Indian Public Charter School II, and American Indian Public High School

171 12th Street, Oakland, CA 94607
746 Grand Avenue
505 14th Street
66 Franklin Street
Under one Federal tax ID #94-3309981

INSRUANCE POLICIES:

General Property and Liability – Annual Renewal September 1 **Great American Insurance Group**

Premium Amount: \$ 49,473.25

Type of Coverage: General Liability Insurance coverage (GL) helps protect your business from property damage claims, bodily injury claims and personal and advertising injury claims that could put your business assets at risk.

Liability (Occurrence term)

\$2,000,000 Comprehensive General Liability Aggregate
\$2,000,000 Products – Completed Operations
\$1,000,000 Personal and Advertising Inquiry

\$1,000,000 Professional Liability
\$1,000,000 Abuse and Molestation Coverage
\$1,000,000 Employee Benefits Liability
\$1,000,000 Each Occurrence
\$1,000,000 Damages to properties rented to you
\$ 20,000 Premises Medical
\$ 0 Deductible

UMBERLLA

\$4,000,000 Each Occurrence
\$ 10,000 Retained Limit (deductible)

AUTO: 3 Vans

\$1,000,000 Liability
\$1,000,000 Uninsured Motorist
\$1,000,000 Non-owned & Hired Auto Liability
\$ 5,000 Medical Payments
\$ 500 Comprehensive Deductible
\$ 500 Collision Deductible

PROPERTY:

- 1. 171 12th Street**
Building \$10,500,000 (cost of construction increasing in California)
Business Property \$ 500,000

Property Broadening Endorsement: (Some of them)

\$250,000 Business Income with Extra Expense
Included Accounts Receivable
Included Valuable Papers
Included Business Electronic Systems
\$ 50,000 Arson Reward
\$ 50,000 Identity Theft
\$ 50,000 Spoilage

General Liability Broadening Endorsement

\$ 50,000 Workplace Violence Counseling
\$ 30,000 Water back up of sewer or drains
\$ 25,000 Communicable Disease
\$ 10,000 Employee Theft
\$ 2,500 Forgery or Alteration
\$ 2,500 Computer of Funds Transfer

\$ 500,000 Property off premises
\$ 100,000 Property in Transit
\$ 2,500 Money & Securities
\$ 50,000 Signs

EQUIPMENT BREAKDOWN \$11,250,000

CRIME:

\$ 50,000 Employee Theft
\$ 50,000 Forgery & Alteration

The above includes fire and theft replacement cost on contents. No flood or earthquake quoted. The deductible is \$1,000.

COST SUMMARY:

\$29,940.00	Package: Liability & Property
\$10,560.25	Auto
\$ 8,823.00	Umbrella
<u>\$ 150.00</u>	<u>Broker Fee</u>
\$49,473.25	TOTAL

OPTIONS: COVERGAE ESTIMATES NOT INCLUDED IN ABOVE PRICING, BUT AVAILABLE

- **Cyber Liability estimate (Student/ Records and Files) \$2,000 annually**
- **Violet Incident Coverage (Highly Recommended) \$ 350 annually**
- **Increasing Property Deductible to \$5,000 saves \$500 in premium**

Coversheet

CEO COMPENSATION PER CONTRACT

Section: III. Action Items
Item: L. CEO COMPENSATION PER CONTRACT
Purpose: Vote
Submitted by:
Related Material: Supt contract language on grant bonuses.docx
Agreement SECTION 5.2 Woods-Cadiz.pdf

5.3 The Superintendent, in her role as lead administrator and grant-writer for AIMS, shall receive a grant bonus for each grant that she writes and receives on behalf of AIMS. Superintendent’s grant bonus shall be in an amount equal to five percent (5%) of the net grant amount received, to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, in an amount not to exceed three thousand dollars (\$3,000) per grant. To the extent applicable, and to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, Superintendent shall also be entitled to a grant bonus in an amount equal to two percent (2%) of the net grant amount received for each additional year a grant is maintained, but only to the extent additional grant-revisions or maintenance is needed in order to maintain the grant, in an amount not to exceed three thousand dollars (\$3,000) per grant. This is based upon an increase in responsibilities and involving administration and oversight of the grant as long as it is compliant with the terms of the grant.

		Total Grant	5% Contract Agreement	\$3000 Cap
2017-2018	Measure G1	\$ 33,549.00	\$ 1,677.45	\$ 1,677.45
	Facilities Incentive Grant	\$ 155,089.84	7,754	3,000
	Classified School Grant	\$ 7,701.00	385	385
			-	
			-	
			-	
Total 2017-2018 Grant Bonus				\$ 5,062.50
		Total Grant	5% Contract Agreement	\$3000 Cap
2018-2019	Measure G1	\$ 33,549.00	1,677	1,677
	Accellus Grant	\$ 119,317.50	5,966	3,000
	Philanthropic	\$ 495.00	25	25
	Low Performing Grant	\$ 22,724.00	1,136	1,136
	Facilities Incentive Grant	\$ 103,488.00	5,174	3,000
	Classified School Grant	\$ 7,701.00	385	385
			-	
Total 2018-2019 Grant Bonus			\$ 14,363.73	\$ 9,223.45
Total Grant Bonus for fiscal years 17-18 and 18-19				\$ 14,285.95

AIMS K12 COLLEGE PREP CHARTER DISTRICT

BOARD OF DIRECTORS' RESOLUTION TO SET CEO/SUPERINTENDENT BONUS

PER SECTION 5.2 OF THE CEO/SUPERINTENDENT EMPLOYMENT CONTRACT

After it was duly moved, seconded, and discussed, the AIMS Board of Directors adopted the following resolution.

WHEREAS A board committee had submitted a written recommendation, a copy of which the Secretary is hereby directed to attach to the minutes of this meeting, regarding year-end bonus which is paid to the Chief Executive Officer/ Superintendent Maya Woods-Cadiz

WHEREAS the financial operations of AIMS have exceeded the projections of the board at the beginning of the fiscal year, it is hereby

RESOLVED that the Board of Directors will accordingly pay a year-end bonus to the Chief Executive Officer/ Superintendent Ms. Maya Woods-Cadiz as indicated in her contract.

The Treasurer is hereby directed to make the above-described bonus payments to the officer listed above on August 30, 2019.

I, Toni Cook, certify that I am the duly appointed Secretary of the American Indian Model School and that the above resolution was duly adopted at a Board of Directors meeting, convened and held in accordance with the laws of the State of California and the bylaws of the corporation on August 29, 2019 and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I certify by my hand and the seal of the American Indian Model School that this is a true and correct copy.

(Secretary)

SEAL: