



# AIMS K-12 College Prep Charter District

## Regular Board Meeting

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### Date and Time

Tuesday June 16, 2020 at 6:30 PM PDT

### Location

Join Zoom Meeting

<https://zoom.us/j/93600431840>

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

### [MEETING DOCUMENTS](#)

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### Agenda

	Purpose	Presenter	Time
<b>I. Non-Action Items</b>			<b>6:30 PM</b>
<b>A. President's Report</b>	FYI	Board President T. Cook	5 m

	Purpose	Presenter	Time
In Remembrance of Sylvester Hodge			
<b>B.</b> Superintendent's Report	FYI	Superintendent Woods-Cadiz	5 m
<b>C.</b> Sonali Muraka, Exec. Dir., OUSD Office of Enrollment/Office of Charter Schools	Discuss	President Toni Cook	30 m
Selecting an OUSD Representative to Serve on the AIMS Board of Directors			
<b>D.</b> AIMS K-12 Report	FYI	Heads of Schools and Division Heads	5 m
Heads of School - Mr. Christopher Ahmad, Mr. Maurice Williams, Mr. Peter Holmquist			
<b>E.</b> English Language Dept. Report	FYI	Vanee Chand	5 m
<b>F.</b> Education Coordinator, College Bound Kids Report	FYI	Matthew Gordan	5 m
<b>G.</b> Operations Report	FYI	Operations	5 m
- Data, Accountability, and Operations Director, Ms. Marisol Magana			
- Data, Accountability, and Operations Manager, Ms. Tiffany Tung			
<b>H.</b> HR Report	FYI	Delicia Moghadam	5 m
<b>I.</b> Finance Report	Discuss	Katema Ballentine	5 m
<b>II. Opening Items</b>			<b>7:40 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			1 m
- Board President, Mrs. Toni Cook			
<b>B.</b> Record Attendance and Guests	Vote	Toni Cook	2 m
- Roll Call for the Directors of the Board, and opportunity for introduction of any guest presenters			
<b>C.</b> Approve Minutes	Approve Minutes	Toni Cook	5 m

	Purpose	Presenter	Time
March and April meeting minutes			
<b>D.</b> Adoption of Agenda	Vote	Toni Cook	2 m
- Board President, Mrs. Toni Cook			
<b>E.</b> Public Comment on Non-Agenda Items			10 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b><u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></b>			
<b>F.</b> Public Comment on Agenda Items			10 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b><u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></b>			
<b>III. Action Items</b>			<b>8:10 PM</b>
<b>A.</b> Consent Calendar	Vote	Toni Cook	5 m
• PowerSchool			
• Security System			
<b>B.</b> Finance Committee	Vote	Chris Edington	5 m
<b>C.</b> Facilities Committee	Vote	Dana Lang	5 m
<b>D.</b> Governance Committee	Vote	Toni Cook	5 m
PRESENTED: GOVERNANCE COMMITTEE – JUNE 2, 2020			
<b>E.</b> Protected Prayer Resolution	Vote	Katema Ballentine	5 m
<b>F.</b> 2020-2021 Board Retreat	Vote	Toni Cook	10 m

	Purpose	Presenter	Time
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**Proposed Date:** Saturday, July 18, 2020 - 9 AM-1 PM

**Proposed Agenda Topics :**

- New Position - Executive Assistant to the Board (there will be a position description attachment)
- Getting ready for the Charter School Renewal Process - Board's Participation and Responsibility in preparation of the application.

<b>G.</b>	COVID-19 Operations Written Report for AIPCS, AIPCS II and AIPHS	Vote	Marisol Magana	5 m
<b>H.</b>	HS Invoices	Vote	Maurice Williams	5 m
<b>I.</b>	Elementary School Funding Request	Vote	Christopher Ahmad	5 m

<b>IV.</b>	<b>Closed Session</b>		<b>9:00 PM</b>
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<b>A.</b>	Public Comment on Closed Session Items	FYI	10 m
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Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

<b>B.</b>	Recess to Closed Session	Discuss	15 m
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Closed Session Items:

1. Conference with Real Property Negotiations  
(Gov. Code Section 54956.9)
2. Conference with Legal Counsel - Anticipated Litigation  
(Gov. Code Section 54956.9)
3. Employee Matters

<b>C.</b>	Reconvene from Closed Session	Vote	2 m
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Roll Call



	Purpose	Presenter	Time
<b>D.</b> Report from Closed Session	FYI		3 m
- Board President, Mrs. Toni Cook			
<b>V. Closing Items</b>			<b>9:30 PM</b>
<b>A.</b> Adjourn Meeting	FYI		
<b>B.</b> NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held on August (TBD), 2020, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website at [www.aimsk12.org](http://www.aimsk12.org), on May 15, 2020 at 5:45 PM.

**Certification of Posting**

# Coversheet

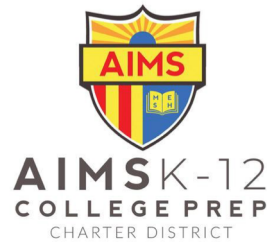
## Superintendent's Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	B. Superintendent's Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Superintendent Board Report June mpptx.pdf

# Superintendent Board Report

June 2020

Superintendent Woods-Cadiz



# Parent Survey Regarding 2020-2021 Context

Given the COVID 19 restrictions set by the County of Alameda and the State of California, AIMS will not be able to return to full in-class instruction for the 2020-2021 school year. Also, our authorizer will not allow us to go entirely virtual for the year without a material revision.

In considering our programmatic plans, we knew the importance of first getting feedback from our parents. In June, AIMS presented a survey to our parents regarding their needs and wants around next year's programmatic Schedules. The following slide shows our plans based on the data collected. Raw data is present in this report.

# Draft Proposal Re: Programmatic Schedule

## **Grades K-1**

Students will be in small cohorts, and will attend Monday-Thursday

## **Grades 2-5**

Students will be split into two cohorts per class and will rotate on a weekly basis between in classroom and virtual learning

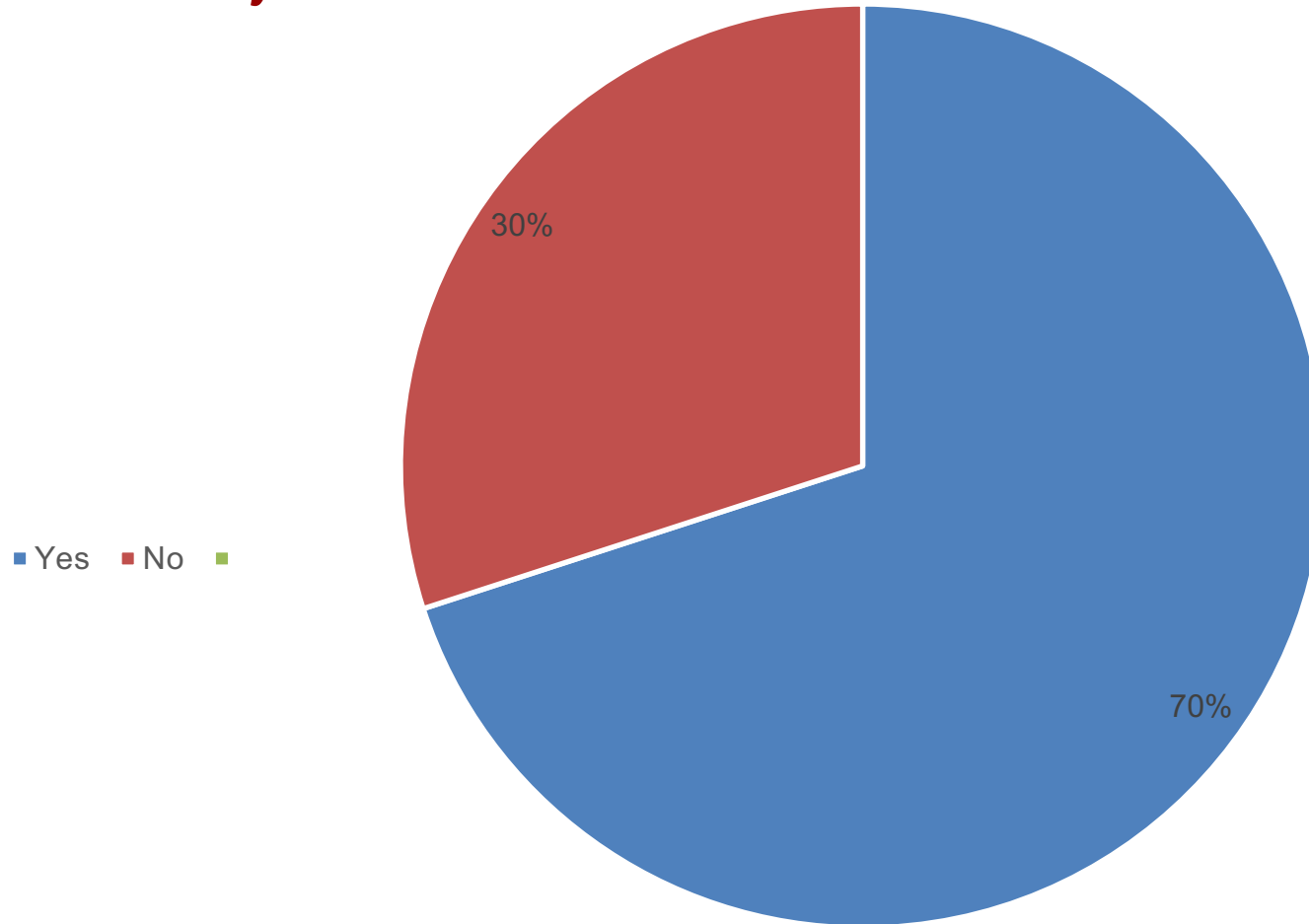
## **Grades 6-8**

Students will be split into cohorts per class and will rotate on a daily basis between in classroom and virtual learning

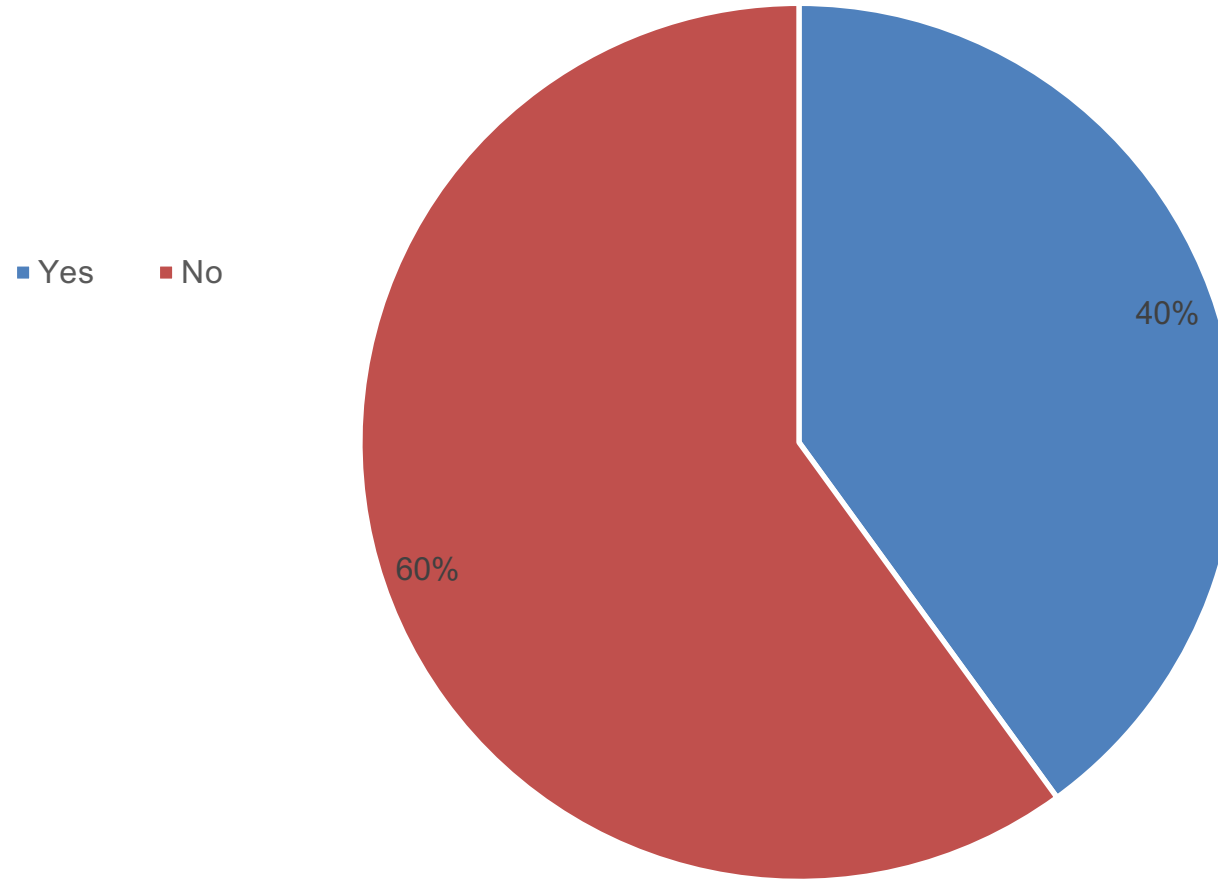
## **Grades 9-12**

Students will be split into cohorts per subject and will rotate on a daily basis between in classroom and virtual learning

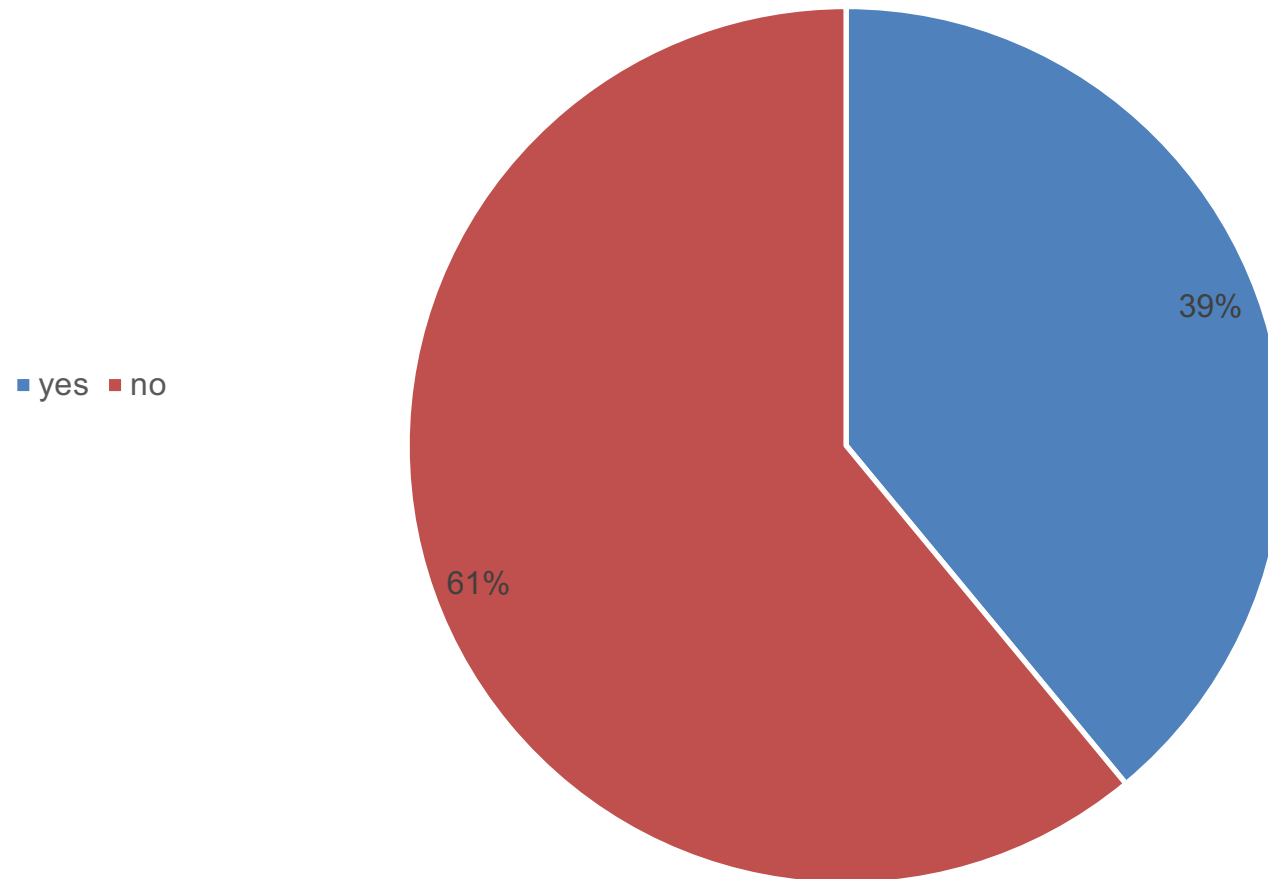
# If AIMS moves to virtual learning, will you have an adult who is able to be home and safely monitor the child



Next year I would prefer to have my child do online learning for the whole day.

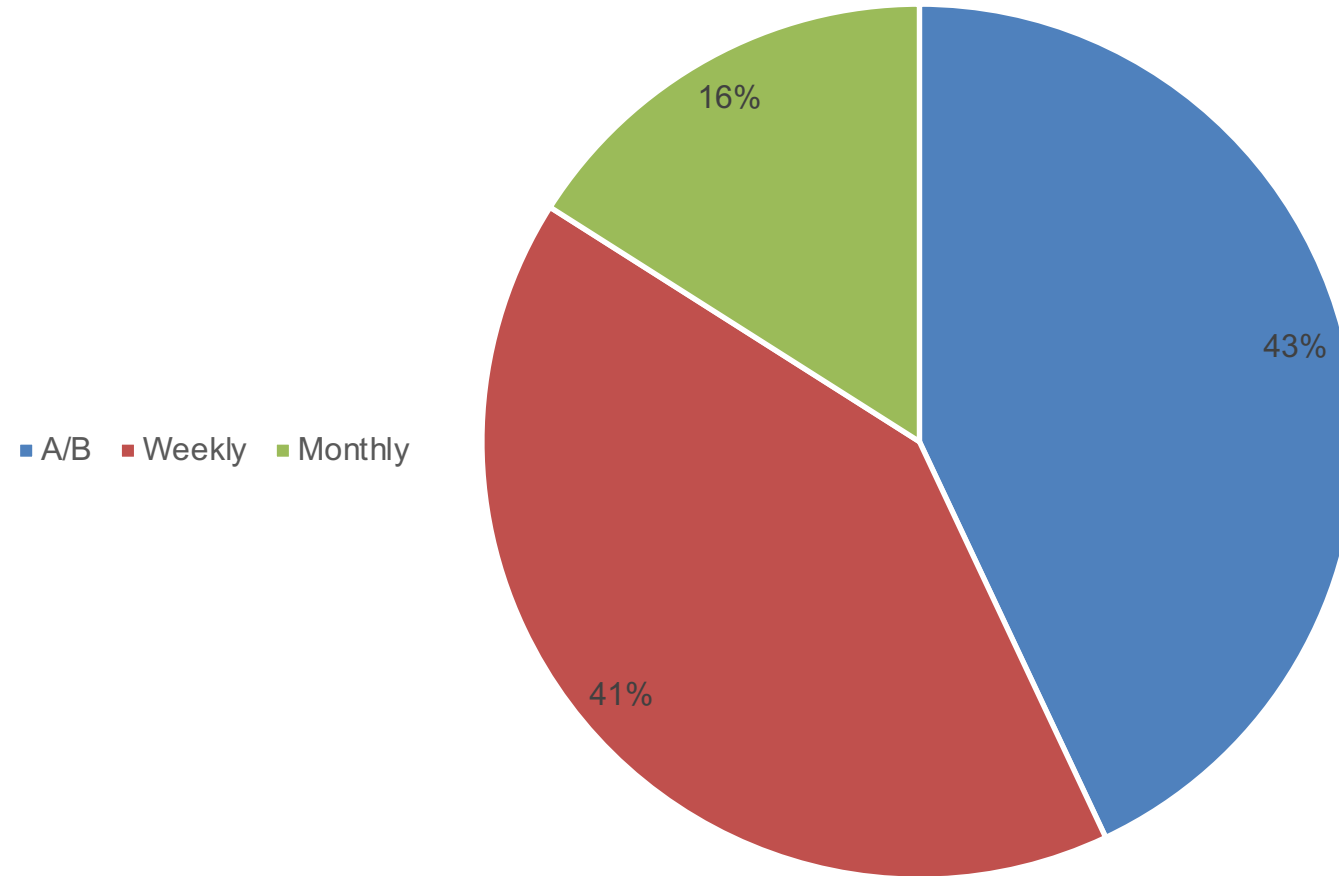


Next year I would prefer my child to do on-line learning part of the day and in classroom learning part of the day.

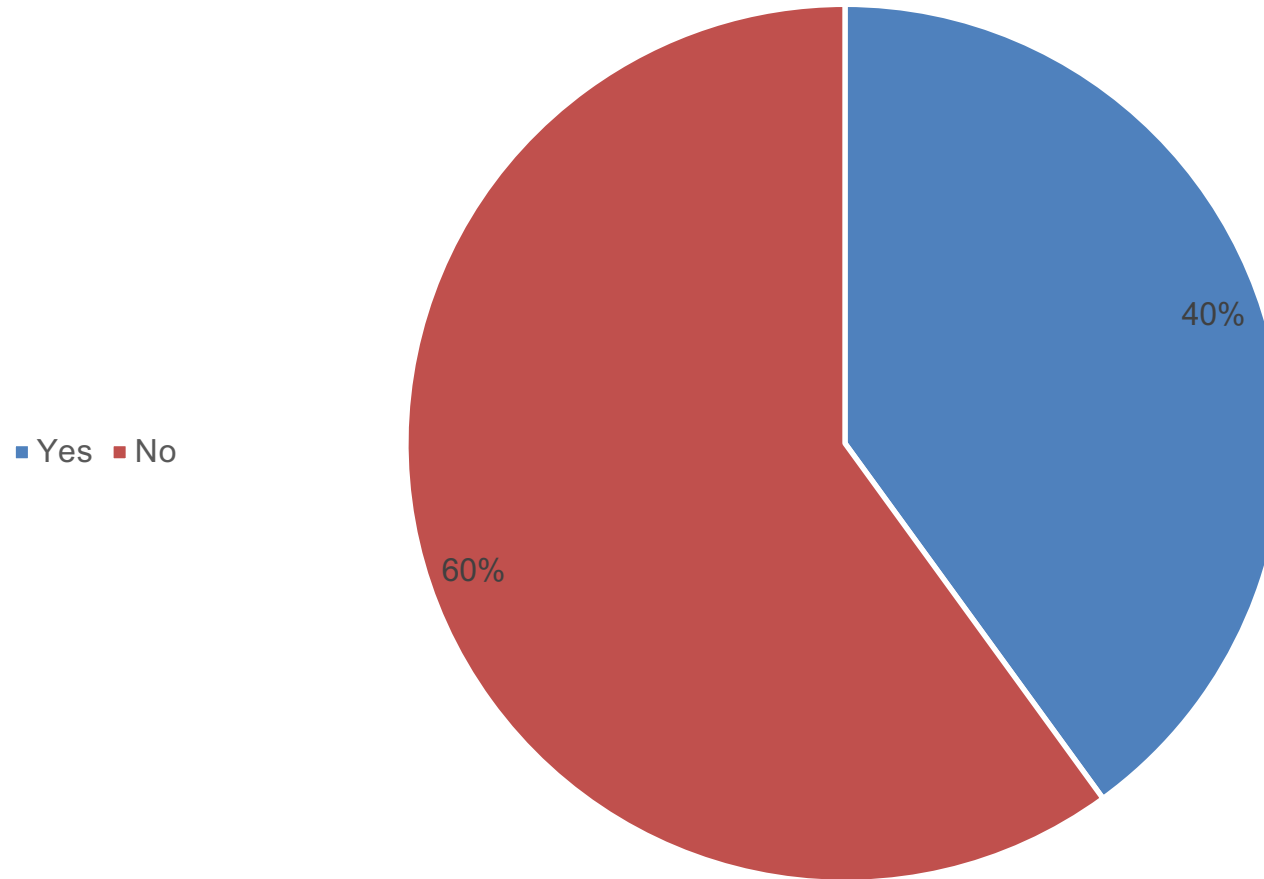




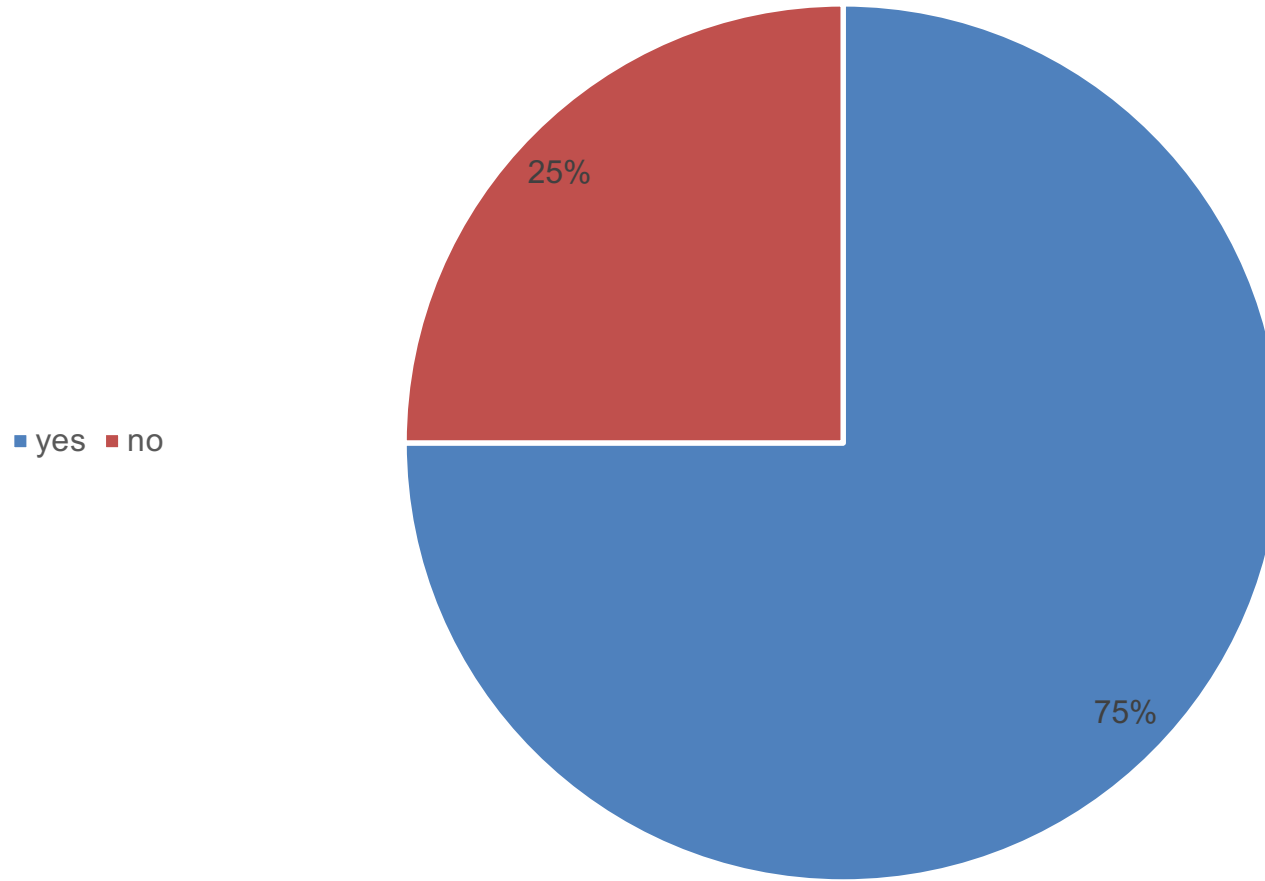
# Would you rather have a schedule that is alternating between:



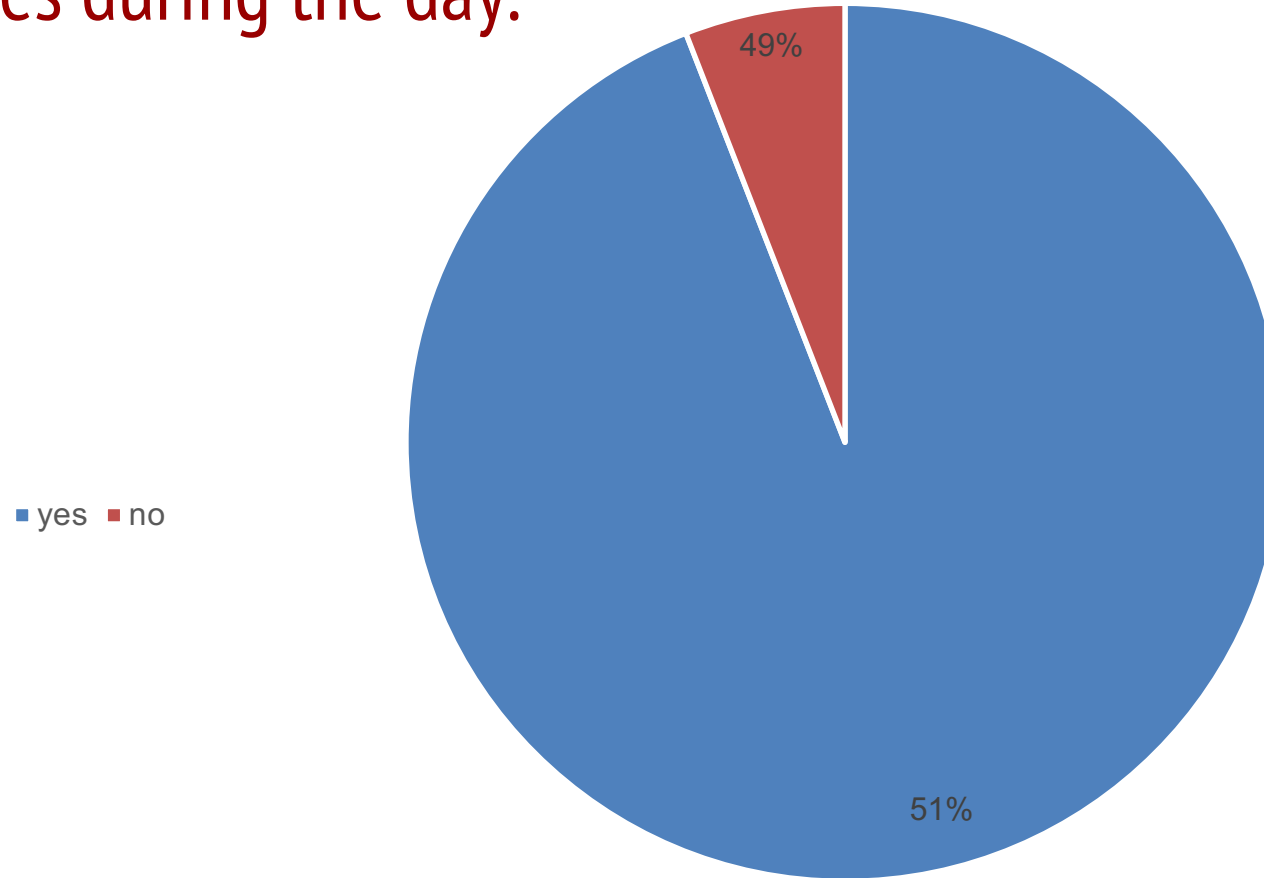
# Next year I would like my child to attend school in the classroom for the whole day



If so, would you prefer a year round schedule in which students get weeks off during the year



There is someone that can drop off and pick up your child to and from school at various times during the day.



# Coversheet

## AIMS K-12 Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	D. AIMS K-12 Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	_Heads June Board Report .pptx

# AIMS K-12 Board Report

## Reporting Period June 2020

Head of School Maurice Williams Jr., AIMS College Prep High School  
Head of Schools Peter Holmquist, AIMS College Prep Middle School  
Head of School Christopher Ahmad, AIMS College Prep Elementary School



# Elementary School Instructional Schedule

**K-1: 8:45-3:00**

**Tutoring: 3:00-4:00**

**2-5: 8:30-3:30**

**Tutoring: 3:30-4:30**

# Elementary School Strategy for Staff Communication

- Weekly Staff Meetings
- Reminder Emails Daily
- Zoom Meetings



# Elementary School Online Tools and Portals

- Zoom
- Seesaw
- Google Classroom

# Elementary School Method for Monitoring Instruction

- Students must have their camera on when there is live instruction
- Students must turn in LIVEWORKSHEETS ([liveworksheets.com](https://www.liveworksheets.com))
- Administration frequently pops up in classes to observe

# Elementary School Strategy for Communicating With Students and Parents

- Parentsquare
- Direct parent/student contact via email
- Calls from front desk staff daily
- Google Classroom Daily Updates

# Elementary School Strategy for Addressing Concerns From Parents and Students

- Every parent was given the administrator's email address
- Tech help line via email
- Parents are able to write comments on Parentsquare
- Work cell phone given out to parents to contact me directly

# Plans For 2020-2021

Grades 2–5 will have a “track” system. One class will be divided into two groups. One group will attend class while the other watches a live broadcast. This allows distancing of 6ft apart.

1st Grade will have 6 different pods of 12 students with the teachers rotating.  
3 first grade teachers, Mandarin room, PE room, and Intervention room

K will occupy the main halls for class. They will be split into 3 groups to accommodate distancing. There will be an aide with the class with the most students.

# Highlights I Want the Board To Know

–Kindergarten and 5th grade graduations were completed. Each teacher had a presentation for their students. Over 40–60 people attended each Zoom Graduation.

–Grades 3–5 took the SBAC Interims. We are waiting for the results of grades 3 and 4 as I am typing this. We got the results for grade 5. The overall average for 5th grade.....

ELA – 84% met or exceeded the standard

Math – 93% met or exceeded the standard

Class 5a and 5b were the first group of Kindergartners I had when I first became an administrator in 2015, and they finally graduated with TOP scores.

# The Wellness Practices That Elementary Students Are Encouraged to Employ To Promote Overall Mental and Physical Healthy Well-Being

- Brain Breaks
- Morning live meetups to connect with the teacher
- Zoom is kept on during lunch so students can eat with each other
- Wellness activities during PE
- Nutrition taught during PE

# Elementary School Challenges/Concerns and Method for Resolution

- Accurate assessment and testing
- We have had some instances where older siblings or parents are helping their child with the work and giving them the answers
- students who are generally performing below grade level are excelling

## –Solutions:

1. Meet with parents to show previous work from in-school instruction vs now
2. Having students take assessments and class in a room by themselves
3. Setting assessment time slots: 3 students at a time, live, and on camera. The teacher can easily monitor to see if they are cheating or not.



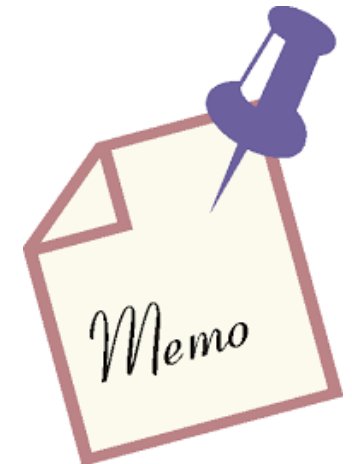
# Middle School Instructional Schedule

## Example 6th grade schedule

		Monday		Tuesday		Wednesday		Thursday		Friday	
Block 1 (90 min)	9:00 - 10:30	Yale (ELA)	Harvard (Math)	Yale (Math)	Harvard (ELA)	Yale (ELA)	Harvard (Math)	Yale (Math)	Harvard (ELA)	Yale (ELA & Hist Assessment & Evaluation)	Harvard (Math & Sci Assessment & Evaluation)
	10:30 - 11:00	Break									
Block 2 (90 min)	11:00 - 12:30	Yale P.E. (Sanchez)	Harvard P.E. (Tina)	Yale (Art)	Harvard (Music)	Yale P.E. (Sanchez)	Harvard P.E. (Tina)	Yale (Spanish)	Harvard (Mandarin)	Yale (Math & Sci Assessment & Evaluation)	Harvard (ELA & Hist Assessment & Evaluation)
	12:30 - 1:30	Lunch									
Block A (60 min)	1:30 - 2:30	Yale (Math)	Harvard (ELA)	Yale (ELA)	Harvard (Math)	Yale (Math)	Harvard (ELA)	Yale (ELA)	Harvard (Math)		
Block B (60 min)	2:30 - 3:30	Yale Science	Harvard History	Yale History	Harvard Science	Yale Science	Howard History	Yale History	Harvard Science		

# Middle School Strategy for Staff Communication

- **[SAME INFORMATION and procedures]**
- **Weekly Professional Learning Community meetings (since August 2019)**
- **Weekly Memo - collection of information and announcements**
- **Group Emails as required beyond weekly memo**
- **Individual emails as need arises**
- **Responses to staff emails usually within 2 hours (often immediately)**



# Middle School Method for Monitoring Instruction

- Weekly PLC interactions - grade level meetings
- Lesson Plan review
- Visitation of online classroom
- Request for and review of Zoom class recordings
- **Grade checks and oversight of Powerschool and Schoology**



# Middle School Strategy for Communicating With Students and Parents

- **[SAME AS BEFORE]**
- Main conduit for communicating with students is Teaching staff
- Student emails are responded to the day they are received
- Weekly ParentSquare messages from Head of School to families (minimum)
- Social Media postings - Instagram, Twitter, Blog
- Progress Reports at scheduled times
- Phone calls and emails from staff for attendance
- Phone calls and emails from teachers for attendance, behavior and grades

# Middle School Strategy for Addressing Concerns From Parents and Students

- **[SAME AS BEFORE]**
- Email responses within 24 hours (usually within 2 hours)
- Phone calls responded to within the day (usually within 2 hours)
- Teachers are immediately included, usually having immediate and relevant information about the situation
- Administrative staff triages content and topics to involve the appropriate administrator to ensure consistency
- Head of School is informed to ensure responsibility

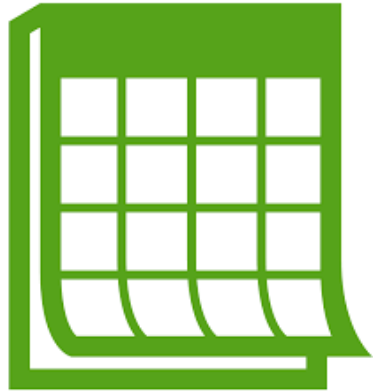
# **The Wellness Practices That Middle School Students Are Encouraged to Employ To Promote Overall Mental and Physical Healthy Well-Being**

- **Teachers are encouraged to ask an emotional check-in question to begin the classroom interaction**
- **Teachers include “icebreaker” activities to build community, trust, and care in the classroom**
- **Administrators begin their meetings with faculty with a brief emotional check-in.**
- **Phone calls, zoom meetings, among staff interactions, often include this emotional check-in.**
- **SEL Counseling for individuals and groups**

# Middle School Challenges /Concerns and Method for Resolution

- **Concluding the semester as accurately and fairly as possible**
  - Reminders of specific missing assignments
  - Make up work is accepted
  - Clear communications with students and families
  
- **Communicate with families the status of struggling students**
  - Began identifying struggling around 3rd quarter
  - Began meetings and family communication
  - Missing assignment reporting
  - Student and family communication
  - Retention meetings as required (sometimes spurred greater activity)
  - Final decision steps

# Plans For 2020-2021



- **Prepare daily schedules & routines that support distancing and cleaning/disinfection**
- **Considerations for reducing population mixing**
- **Build on current technology to ensure access for students whether in class, or out of school**
- **Renew and plan for licensing of and training on technology**
- **Support struggling students over the summer to enter the year as strong as possible**



## Highlights I Want the Board To Know

- Thanks and appreciation for great middle school teachers who were up to the challenge and have delivered content consistent with their in-classroom levels
- IEP Meetings and “Retention Zone” meetings have been held regularly and in time
- Heavy preparation for the details of “how it will work” having students on campus while minimizing opportunities for infection

# High School Instructional Schedule

Master Bell Schedule		
MONDAY / WEDNESDAY	TUESDAY / THURSDAY	FRIDAY
<b>Homeroom</b>	<b>Homeroom</b>	<b>Homeroom</b>
8:00-8:05	8:00-8:05	8:00-8:05
<b>Period 1</b>	<b>Period 4</b>	<b>Period 1</b>
8:05-10:10	8:05-10:10	8:05-8:50
<b>Break A</b>	<b>Break A</b>	<b>Period 2</b>
10:10-10:20	10:10-10:20	8:55-9:40
<b>Period 2</b>	<b>Period 5</b>	<b>Break</b>
10:20-12:25	10:20-12:25	9:40-9:50
<b>Lunch</b>	<b>Lunch</b>	<b>Period 3</b>
12:25-1:25	12:25-1:25	9:50-10:35
<b>Period 3</b>	<b>Period 6</b>	<b>Period 4</b>
1:25-3:30	1:25-3:30	10:40-11:25
<b>Study Hall / Tutoring / Clubs / Detention</b>	<b>Study Hall / Tutoring / Clubs / Detention</b>	<b>Lunch</b>
3:30-4:30	3:30-4:30	11:25-11:55
		<b>Period 5</b>
		11:55-12:40
		<b>Period 6</b>
		12:45-1:30

# High School Strategy for Staff Communication

1. Slack On Campus Communication System
2. Schoology Group Communications
3. Email
4. Text / Phone Messages
5. Zoom Conferences
6. Weekly PDs and Staff Meetings
7. One on One Meetings As Needed
8. Daily Announcements from Head of School / Interim Academic Deans

# High School Online Tools and Portals

1. Schoology Conferences
2. Zoom Conferences
3. Google Classroom
4. One Note
5. Adobe Creative Suite: Photoshop, Indesign, etc.
6. ALEKS
7. Rosetta Stone
8. Learning Ally
9. Acellus
10. Khan Academy

# High School Method for Monitoring Instruction

1. **Teacher / Student Breakout Rooms**
2. **Weekly Assessments**
3. **Daily Observations by Academic Deans and Head of School**
4. **Weekly Submission of Lesson Plans**
5. **Quarter 4 Pacing Guides Based off AP Testing Review and Course Standards**

# High School Strategy for Communicating With Students and Parents

1. **Front Desk Attendance Clerk and All Staff make phone calls for absent, tardy, and students that are inactive from the computer for 10 mins or more.**
2. **Parentsquare communications as needed**
3. **Schoology Group Communication**
4. **Zoom Conference Parent Meetings**
5. **Weekly Grade Level Meetings Via Conferences**

# High School Strategy for Addressing Concerns From Parents and Students

1. Email [highschool@aimsk12.org](mailto:highschool@aimsk12.org)
2. Send Parentsquare Replies to postings
3. Email teachers and support staff as it pertains to concern type (Absence, Chromebook / Technology Request, Academics)
4. Staff Member Has Access to AIMS Cell Phone

# **The Wellness Practices That High School Students Are Encouraged to Employ To Promote Overall Mental and Physical Healthy Well-Being**

- 1. in light of recent events surround the murder of George Floyd, AIMS HS Admin Cancelled all finals, except for statewide benchmark interim exams**
- 1. AIMS Admin provided teachers with curriculum and articles to help address recent events**
- 1. On Thursday, June 4, AIMS HS partnered with Armand Carr from All-Tied Up to host a virtual student forum regarding the murder of George Floyd. The forum lasted 4 hours, and contained over 60 students. As a result of the forum, AIMS HS students voted to form and organize a Black Student Union.**
- 1. On Monday, June 8, SGA held a movie night to view Just Mercy, and followed-up with student-led discussions regarding race and the criminal justice system**



# High School Challenges / Concerns and Method for Resolution

## 1. Failing Students

- a. Last day of instruction was Tuesday, June 9
- b. Students have until June 16 to submit late or make-up assignments to teachers for partial credit
- c. AIMS HS Virtual Credit Recovery will begin on Monday, June 22 and End July 24.

# Plans For 2020-2021

## 1. NEW 2020 / 21 AIMS HS MASTER BELL SCHEDULE

- School starts at 8:30AM, 8 Class Periods (90 Minute Classes), +25% More Teacher Prep

## 1. THE AIMS U COLLEGE PATHWAYS PROGRAM

- Pre-Business, Pre-Engineering / Design Media, Pre-Law, Pre-Med; Two pathway courses per year taken at AIMS, beginning in Sophomore Year

## 1. NEW STANFORD UNIVERSITY INSPIRED DESIGN THINKING COURSE TO ADDRESS SOCIETAL DISPARITIES

## 1. CRIMINAL DUE PROCESS PATHWAY COURSE / GRADUATION SERVICE LEARNING REQUIREMENT

- SLR requirement to address societal disparities

## 1. INCREASED AUTHOR DIVERSITY IN AP NOVEL SELECTIONS

- 100% of Novels Are From Top Frequently Used AP Exam lists; 40% of novels are Minority Based

## 1. NEW AP & SAT CLASSES TO INCREASE PASSAGE RATES FOR AIMS HS STUDENTS OF COLOR

## 1. REQUIRED COLLEGE PLANNING COURSE FOR ALL SENIORS

## 2. PARTNERSHIP WITH ALL-TIED UP ORGANIZATION

# Highlights I Want the Board To Know

- On Friday, June 7, Head of School Williams released a report titled [\*The Way Forward: How AIMS HS will Address Race, Equity, and the Close the Achievement Gap with the Oakland Community\*](#)



# Coversheet

## English Language Dept. Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	E. English Language Dept. Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	June Board Report.pptx

# AIMS K-12 English Language Development

Reporting Period June 2020

Vannee Chand, ELD Coordinator



# The Technology-Based and On-line Tools Administrators, Faculty and Support Staff Employed to Support the Transition To Remote ELD Teaching and Learning.

## **Curriculum**

- Elementary-Booknook; Intervention
- Middle School-EduCeri
- High School-Edge

## **Blended Learning**

- Newsela, Quill, Raz-Kids, Headsprouts, Rosetta Stone, Learning Ally

## **Platform**

- Schoology
- Video Conferencing: Big Blue Dot (Schoology), Zoom, Google Hangout/Meet
- Google Docs, Google Translate

# The Qualitative and Quantitative Strategies Employed to Ensure Transition To Remote ELD Teaching and Learning Is Effective

## Modified Schedule

- Middle ELD teachers have pre-recorded their lesson for the week, posted their assignments/quizzes. This was to help with the confusion of attending their core classes.
  - Early April-70% of students were confused, not attending ELD or core classes and assignments were not completed.
  - April-June-99% of students are attending classes on a weekly basis, completing assignments.

## Weekly Check ins

- Middle School ELD teachers check in with all their students individually on Mondays to make sure they understood the ELD lesson and assignments. Teachers also check in regarding their core classes.
  - 98% check in on a weekly basis.
- High School ELD teacher take time in the breakout session to check in with students.
  - 95% of students stay to socialize after assignments are completed
- ELD staff provide a weekly progress report to the teachers on students who receive ELD intervention.

## Intervention/Tutoring

- ELL Intervention are offered to K-12 since the beginning of April.

## Communication Log

- ELL Communication have been made to students, parents, teachers, and staff since the beginning of April.

# The Quantitative and Qualitative Issues/Concerns and Resolutions That Emanated from The Documentation and On-Line Communication With Staff

## Completing Required Documents

- Teachers were asked to complete reclassification monitoring forms, one of the 4 criteria needed for reclassification, (teacher input).
- 98% of teachers have completed so far, will have 100% completed by June 17th.
- ELD Feedback Survey were sent out Friday, June 11th,
- Expected 100% completion by June 19th.



# Plans For 2020-2021

1. Continue to offer Newcomer classes at middle school and high school.

## 2. Curriculum

- Elementary-Booknook; Intervention
- Middle School- Educeri
- High School-Edge/Educeri

## Blended Learning

- Newsela, Quill, Raz-Kids, Headsprouts, Rosetta Stone

1. **Response to Intervention**–Provide Individualized plan to teachers with accommodations and modifications. Group students for small group intervention.
2. **Language Proficiency Assessment for grades 1–4**, (Did not finish ELPAC with K–3).
3. **Professional Development**–Provide district wide EL strategies to support core content teachers.

# Highlights I Want the Board To Know

- Using feedback survey to help plan for next school year
- Analyzing data from this school year to plan.
- ELD Staff have been responsive in communicating with coordinator, teachers, students and parents.

# Coversheet

## Education Coordinator, College Bound Kids Report

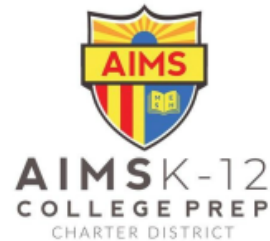
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<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	CBK June Board Report (1).pptx

# AIMS K-12

## College Bound Kids

### Reporting Period June 2020

Matthew Gordan, College Bound Kids Coordinator



# Established College Bound Priorities

(Overall priorities were discussed last month. The following priorities are immediate.)

- \*Oversee AP testing**

- \*Make sure Seniors are supported with community college registration**

- \*Working with Juniors to prepare for college application season**

- \*Reviewing Junior transcripts and ensuring students are working on credit recovery**

# Established Daily/Weekly Schedule for Communicating With Seniors, Juniors

## Daily

- \*Established a log to coordinate individual check-ins via email/Schoology- followed up with phone calls to those who don't respond within 48 hours.
- \*Operating open office hours during lunch, after-school, or essentially anytime for students to meet privately via a Schoology conference call or phone to provide more one-on-one assistance.
- \*Daily interviews with Juniors after school involving Peer Forward team, going over college-related matters and preparing them for the application process.

## Weekly

- \*Most recently were multiple meetings with each grade level regarding the AP exams.

# Number of Juniors and Seniors Contacted During The Reporting Period; and The Means of Communication

**Seniors:** Email/schoology: All 75 senior have been contacted via email at least weekly with an average number of email correspondence 6 times per week

Phone: Have consulted with 4 students via phone call.

Private one on one Schoology conference: 6 students have requested this

**Juniors:** All Juniors have been contacted directly by me in regards to college planning for next year and AP exam updates. All Juniors have had their Peer Leader interview.

Peer Leader Survey include: Questions to get them thinking about type of campus location they want, size of school, majors/career they're interested in, introducing the concept of loans, grants, scholarships, making them aware of private schools, etc.

**Group emails:** Seniors x 12, Juniors x 9, Freshmen/Sophomore x 9. Topics include college admissions, scholarships, AP/SAT updates, sending scores to colleges, Community College information, and other updates.

# Qualitative and Quantitative Results for Admissions

Berkeley: 6/47	Irvine: 18/55	Merced: 12/13	Riverside: 21/25	UCSD: 16/43	UCSC: 24/44	UCSB: 12/41	UCLA: 7/54
Davis: 24/53	SFSU: 33/35	East Bay: 16/18	SJSU: 36/46	SDSU: 19/27	CSULB: 19/28	SLO: 11/23	CSULA: 8/8
Bakersfield: 4/4	Fullerton: 3/3	CSU Pomona: 6/6	San Marcos: 2/2	Sacramento: 5/8	Fresno: 3/4	Chico: 5/5	CSUMB: 3/4
Northridge: 1/1	Stanislaus: 2/2	Dillard: 10	Charles Drew: 3	Tuskegee: 4	Benedict: 10	Morgan State: 3	Wiley: 4
Harris-Stowe: 3	AL A&M: 4	Morehouse: 1	Clark: 1	Howard: 1	Paul Quinn: 4	Grambling: 2	USF: 7
USC: 3/15 Wesleyan: 2 Puget Sound: 2	Rochester Inst. Otis School Art Drexel Whittier	Michigan State Oregon Purdue Ohio State	Seattle U Denver U Lehigh Colby	Middlebury Boston College Boston U Claremont McKenna	U of Portland U of Arizona Pepperdine NYU Gonzaga	Case Western Villanova U of Oklahoma St. Mary's	Dominican Arizona State Concordia Irvine

Chart Key: School: acceptances/applicants

Waitlists include, but not limited to: 5 at UC Davis, 3 at Berkeley, 2 at Irvine, UCLA, Emory, and CSU SJ, and 1 at: Wesleyan, NYU, Brandeis, Johns Hopkins, Northeastern, Stanford, Princeton, Pomona College, UPenn, Middlebury, UCSD, CSUMB, CSULB, Williams, Claremont, Case Western, Amherst, Denison, Davidson, Grinnell, Bowdoin, Carleton, Fordham, and Harvard.

\*While Merced remained the same, all other UCs saw increases in acceptances, including all-time high from UCLA (previous high was 3)

\*Almost all CSUs increased as well with the exceptions being Pomona, Sacramento, and Fullerton

\*USC and USF increased by 2, Wesleyan and Puget Sound by 1

\*Overall HBCU acceptances are slightly down, but I attribute that to inconsistent reporting by students

**Waitlist Acceptances Update So Far: UC Davis x 3, UC Berkeley x 2, UC San Diego x 3, UC Santa Cruz**



# Qualitative and Quantitative Results for FAFSA Completion

- \*69 students completed the FAFSA

- \*4 did not

- \*2 families declined to complete it

- \*Held two FAFSA workshops in order to complete this task, supplied copious amount of aides and instructions— in written form, list form, and video form— to complete this task, phoned home to remind about this, emailed the students directly several times to finish this, spoke face-to-face with students several times about this...

- \*Before this year I believe only one student since I've been counselor has failed to complete FAFSA.

# Qualitative and Quantitative Results for Response to Student Inquiry

Recent Reporting period:

- \*Over 250 individual email/Schoology messages to students this reporting period
- \*Average of 15 individual students contacted per day via online this reporting period
- \*Every Senior is contacted individually at least once a week asking for update and/or reminding them of my presence

Inquiry Topics:

- \*AP Exam information (vast majority this period)
- \*Acellus/Credit Recovery
- \*College admissions
- \*Scholarships

# Scholarship Results

In this current school year, 2020, our students have earned at least \$284K in private scholarships (more results are pending) from CAP Bay Area, Posse, and East Bay College Fund.

From 2016-2019, our students earned over \$1.44M in private scholarships.

The current 5 year total is **at least** \$1.72M in private scholarships.

AIMS HBCU College Fair had an offer to AIMS students of nearly 5 Million dollars in Scholarships

\*Note: I have historically tracked outside scholarships that students receive. While I'm not confident every student has alerted me to their smaller scholarships, I am confident I am fully aware of all sizable awards our students have received. These scholarships include, but are not limited to: Posse Scholarship, Questbridge, East Bay College Fund (now under the umbrella of Oakland Promise but available to all students), CAP Bay Area (Making Waves scholarship), Wa Sung Foundation, and others.

In terms of university-offered scholarships to prospective students, I am unprepared to provide this request for this year. I instruct all the students to formally reject a school when they officially cross them off their list. This is done to expedite the waitlist process for schools and the waitlist status of other students. Thus, when a student rejects a school, they lose access to their portal, which provides the scholarship figures. **Moving forward, knowing this is a request, I will definitely install a system to track all of these scholarship offers furnished by the colleges and universities.**

Next year, moving college planning back into the classroom, will allow me to again make scholarships part of the Senior curriculum, boosting the number of applications sent out, not to mention better track results, both private and from universities.

# [Link To College Acceptance List](https://www.aimsk12.org/hs-college)

<https://www.aimsk12.org/hs-college>

AIMS COLLEGE BOUND KIDS

[HOME](#)

[SHOP](#)



Congratulations to Our Seniors! You'll See Them Next Year At:

Cal State East Bay, Cal State Fullerton, Cal Poly SLO, SF State, San Jose State, UC Berkeley, UC Davis, UC Irvine, UCLA, UC Santa Barbara, UC Santa Cruz, UC Riverside, Morehouse College, University of Southern California, University of Puget Sound, Dominican University, and Peralta Colleges.

# Link to Signing Day Video [Link to AIMS CBK Website](#)



# Plans For 2020-2021

## High School

- \*Continue with feedback and personal deadlines for each student to craft at least 3 drafts each of the 4 UC personal essay prompts.
- \*Continue organizing and overseeing the ordering of AP exams, FAFSA registration, PSAT exams, and SAT/ACT registration.
- \*Include parents even more by having each family sign off on graduation progress documentation throughout the year.
- \*Facilitate virtual meetings with admissions officers as opposed to in-person visits, along with virtual tours.
- \*Take advantage of college planning class with more one-on-one time with students and better scholarship application infrastructure.
- \*Continue to push students to look at private schools and HBCUs as alternative options more than worth their time.
- \*Keep track of student transcripts to ensure credit recovery is met in a timely manner.

## Middle School/Elementary School

- \*Facilitate virtual tours of college campuses for each AIMS site.
- \*Introduce career paths/options; help make connections for them to understand possibilities.
- \*Stress importance of community service/extracurricular activities, both to the community and themselves.
- \*Provide information throughout the year for their teachers to share with their families.

# Highlights I Want The Board To Know

\*This is a one-person department!

\*College acceptances at just about every UC and CSU school went up. The few that did not all saw fewer applicants than previous year.

\*Every Senior received feedback on three drafts of their four UC personal essays. Over 70 Seniors completed this task, meaning I “touched” over 840 essays (not including private school or scholarship essays).

\*This is the 4th straight year we’ve had at least one student receive full college tuition scholarship from a program we nominated them for.

\*Oversaw the organization, ordering, and implementation of the AP exams (419 students registered, over 1K exams) and the multiple PSAT exams (9th-11th graders all tested) that occurred on our campus.

# Coversheet

## Operations Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	G. Operations Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	June Board Report .pptx



# AIMS K-12 Operations

## Reporting Period June 2020

Marisol Magana, Operations Director  
Tiffany Tung, Operations Manager



# The established Technological Plan for Determining Daily Attendance K-12

- Attendance spreadsheet were created for each division AIPCS II (K-5), AIPCS II (6th-8th), AIPCS (6th-8th), AIPHS (9th-12th). The attendance sheet has student's last name and first name. The spreadsheet includes dates from April 6, 2020 to June 12, 2020.
- The attendance sheet has pre-filled codes of A (Absent), T (Tardy), P (Present).
- The attendance sheet has formulas to calculate how many students were present/tardy and absent.
- Attendance spreadsheet was shared with teachers.
- Attendance is taken by homeroom teacher (Elementary), designated teacher(Middle School) or by the 1st or 4th period teacher for high school.
- We are using google spreadsheets which allows for multiple collaborators to view the spreadsheet.

# ADA Attendance Results for Elementary, Middle, and High for April/May

	May 5/14-5/29 11 School Days	June 6/1 - 6/9 - 7 School Days
<b>Elementary (AIPCS II - K-5 - 443)</b>	ADA% = 97.29%    ADA= 431	ADA% = 97.29%    ADA = 431.00
<b>Middle (AIPCS 235 + AIPCS II 205 = 440)</b>	ADA% = 92.43%    ADA= 407.65%	ADA% = 93.51%    ADA = 411.43
<b>High School (AIPHS - 411)</b>	ADA% = 97.38%    ADA= 399.27	ADA% =94.95%    ADA = 389.29

# The Documentation Employed to Determine the Qualitative and Quantitative Effectiveness of The Plan Employed to Determine Daily Attendance K-12

- **Setting the Direction:** We are using a spreadsheet that has embedded formulas that automatically calculates absences and the number that are present or tardy. By having embedded formulas we are eliminating staff calculation errors which allows 100% accuracy.
- **Effectiveness and Daily Accountability:** Admin staff checks that teachers are submitting attendance on time if they do not they email the teachers in the morning to ensure that they complete their attendance in a timely matter.
- **Self Assess and Analyze Data:** If a student is marked absent - parents are called to determine why that student is absent - we have had instances that students have joined classes after their parents are called in the morning. The student that joins late is marked as tardy. This allows administrative staff determine which students are chronically absent, absent and or truant.
- **Outcome & Goal:** to reduce chronic absent students during this time of virtual learning, educate students/families on the importance of attendance and supporting families w/ potential barriers to daily school attendance.

# Describe the Issues/Concerns and Resolution That Emanated From The Documentation and Online Communication

## **Issues/Concerns:**

1. Teachers not submitting attendance on time
2. Students having issues with login into their virtual class
3. Families having barriers around internet connectivity
4. Students are having a lack of emotion to get up and join class

## **Resolution/Action Plan Addressing Concerns:**

1. Staff supported with issues regarding students not being able to login.
2. Provided resources to families around free internet access and other resources that may be needed.
3. Script was used by administrative staff in an effort to address chronic absenteeism and current absences.

# Plans For 2020-2021

**Staffing:** Staff will be kept the same as what we had this school year.

**Maintenance Procedures Manual COVID-19-** Operations will collaborate with janitorial staff to develop a cleaning manual to have a document that outlines when cleaning is being done.

**School Mint Re-Enrollment Forms-** registration information is instantly gathered and synchronized with our Student Information System (SIS) PowerSchools. Allowing for all information to be updated instantly to ensure information is accurate and complete.

**Nutrition Program- due to COVID-19-** we anticipate changes within the Nutrition Service program operationally, fiscally and logistically. Lunches will be distributed by rolling insulated boxes for lunches in classrooms as opposed the the traditional lunch line service. Lunches will still need be scanned to ensure compliance and fiscal monitoring. Teachers will update a weekly google form of what students will be ordering for the week. Due to changes within the USDA requirements, programming is still tentative to change depending on this new requirements. As a public institution we will adhere to all changes that may occur during the upcoming school year.

**CALPADS/State and Federal Reporting-** will continue to be completed online for the 2020-2021 reporting will be throughout the span of the school year.

**Charter Renewal-** Operations will support Heads, Superintendent, and Finance on charter renewal.

# Highlights I Want the Board To Know

- Preparing for re-opening of school: maintenance, materials and supplies needed to ensure operation of schools are safe and compliant with CDC, CDE, Alameda County Health and USDA guidelines.
- Managed and supported administrative staff to ensure ADA is being completed accurately and efficiently K-12.
- Registration and re-enrollment for the 2020-2021 school year.
- Successfully submitted audit information related to: ADA, ASES grant for After School program, school operations absence notes, Nutrition program, and faculty and staff information.
- Submitted Measure G-1 grant updates for AIPCS/AIPCS II 6th-8th
- Intake of registration forms and documentation for the 2020-2021 school year.
- Implemented new phone system “Ring Central” to allow phone tree for Elementary, Middle and High school. Allowing calls to be received for remote access.
- Student and Family Survey created and shared with families to ask about climate and overall safety of school. Information is used for reporting as well.

# Coversheet

## HR Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	H. HR Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	June Board Report 2020.pptx



# AIMS K-12

## Human Resources

### Reporting Period June 2020



Delicia Moghadam, HR Manager

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**No  
Image**

# The Wellness Practices That Administrators, Teachers, and Support Staff Are Encouraged To Employ To Promote Overall Mental and Physical Healthy Well-Being

The Wellness Page was created and published on AIMS website posted on 5 different links. The purpose was to provide ALL Staff information and reference to help support Mental and Physical Health.

## EMPLOYEE HEALTH & WELLNESS

[Staying connected with students during COVID-19: practical guidance for teachers](#)  
[10 ways to take care of yourself during coronavirus](#)

## VIDEOS

[Healthy Recipes from Dr. Maring](#)  
[COVID-19 Home Exercise Videos](#)  
[More Exercise Videos from Kaiser](#)  
[Home Exercises for Kids](#)

## DOCUMENTS

[AIMS Human Resources Communication](#)  
[Help, when you need it most](#)  
[About E-visit, telephone, and video appointments from Kaiser](#)  
[Kaiser Wellness Resources](#)  
[Health classes & programs](#)

Contents available on <https://www.aimsk12.org/covid19-update>  
Standalone page: <https://www.aimsk12.org/employee-wellness>  
The standalone page linked to <https://www.aimsk12.org/humanresources>

# The documentation that is employed to assess the effectiveness of the practices employed

All Teachers and Staff were sent a Coronavirus Prevention and Preparation Memo. The memo is a Official communication to confirm that each Employee has confirmed and will adhere to the requirements for the Coronavirus. They were required to sign the memo and return to HR. The Teachers and staff were sent the information below. The information is posted on under the Covid19 update on AIMS.org.

## ◆ AIMS COVID-19 Human Resources Q&A and FAQ's

Information about pay, work assignment, communication, tracking hours and if a teacher/staff tests positive for Coronavirus.

## ◆ UMUM Employee Assistance Program (EAP) information emailed to Staff

Work/Life balance to help lead a happier and productive life at home at work. Professional Counseling online/phone support.

## ◆ Kaiser Center of Disease Control Coronavirus 2019 (COVID 19)

Way to prevent illness to avoid being exposed to the virus, how to protect yourself per CDC.

# The Issues/Concerns and Resolutions That Emanated From The Documentation and On-Line Communication.

◆ **Issues** – Most issues were Technical involving work. Setting up to work from home and not having the

office essentials and access to their classrooms. Staff who received Live checks, how were they were to be mailed.

◆ **Concerns** – Benefits and Pay, the staff were concerned about how and if they would continue receiving wages and their benefits.

There were concerns about how they were going to juggle with virtual teaching for students as well as their own school aged children, if applicable and their mental well being.

◆ **Resolutions** - Communication and information. A Health and Wellness Page was created for Staff and added to aimsk12.org. Weekly

check-ins with Teams and Supervisors on a weekly basis. For those with live checks, it was arranged with CSMCI that they would mail live checks directly to the employee.

# All Full-Time, Part Time, Hourly Positions That Have Been Either Temporarily and/or Permanently Eliminated

- ◆ Refer to the AIMS K12 Temporary Amendment of Job Positions.

Leadership, Certificated, Classified job positions, new duties for Virtual work.

- ◆ Reduction, the below positions and Contracted positions have been furloughed until further notice

- Cafeteria Staff, Sports Coaches and Interns
- Contracted Position Reduction: Custodial and Maintenance,
- Security Guards and Food delivery

- ◆ Positions eliminated for 2020-2021.

# Full Time and/or Instructional and Classified Vacancies

- ◆ Vacancies: 2020-2021 School Year
  - AIPHS: Social Science (3), Math (2)
  - AIPCS II: ELA/History, Spanish
  - AIPCS: 2nd Grade

# Part Time/Hourly instructional and Classified Vacancies

- ◆ Board of Secretary: Part time.
  
- ◆ 2020-2021 School year vacancies
  - Elementary - None
  - Middle - None
  - High School: Front Desk clerk

# On-Line Recruitment Strategies

## ◆ AIMS K-12 VITURAL FAIR 2020:

May 12, 2020, Invited Universities, Colleges, Community Colleges below and posted in EdJoin.

Teachers were invited who were seeking employment. The Heads of School spoke and then presented the CCSA Video. We are working on setting a second date for another AIMS Virtual Fair.

## ◆ Ongoing Postings for Teacher Positions on the following Online sites: - Indeed – EdJoin - LinkedIn

## ◆ Emailed Vacancies to:

- Community Colleges: Alameda, Chabot, Merritt, Laney, Diablo Valley

- Department of Education Universities/Colleges: UC Berkeley, UC Davis, UC Santa Cruz, Santa Clara

University, SF State, East Bay State University, St. Mary's College, Sacramento State University

## ◆ Recruiting Services: SWING - Local Wise - Get Selected



# Recruitment Results

## 2020-2021 School Year

- ◆ AIMS Virtual Fair, the 3 interviewed for High School and Middle School have accepted their offer of employment.
- ◆ Offer off Employment accepted from a SWING Sub for Elementary.
- ◆ AIMS Clerk 3 taking the leap to teach AP Chemistry
- ◆ EdJoin: Admin 2, Admin 3 AIPHS

# Qualitative and Quantitative Documentation Rubric That Is Employed To Assess the Effectiveness of The Practices/Strategies Employed

The current quantitative documentation for collecting data for employee used at this time is

PayBridge's reports tool. Information obtained for percentages for employee turnovers, new

hires, and retention. ThinkHR gives guidance and tools, mandatory courses (Mandated, Bullying

in the Work Place etc.), can be assigned and tracked for completion.

Reports: Turnover Rate for 2019-2020 is 15.08%.

Total Hired for 2019-2020 = 46

Teachers (26) Dean (1) Classified (19)

# Human Resources Challenges /Concerns and Method for Resolution

- ◆ Recruiting qualified teachers virtually to fill the open vacancies for 2020-21
- ◆ Hiring process, refining the process since we are working on new terrain where we are virtual for now
  - Recruitment for Teachers: Should be year round, early January should enroll for Job fairs at Universities and Colleges. Schedule AIMS Job Fairs by the end of January. It is important to put AIMS out there as much as possible throughout the school year.

The hiring process protocol needs to be communicated clearer to hiring managers, so that follow through from the request to hire, to on boarding the candidate goes smoother.

# Plans For 2020-2021

There is still a need to refine the processes and establish systems in place to encourage follow through. The plan is to improve in all areas as a HR Manager, making sure that the teachers are properly placed in the classroom and that they are in the path of obtaining proper credentials required for teaching. Continue to streamline processes in the areas of Recruiting, Hiring, Terminations, Conflict Resolutions, Benefits and Payroll.

I am passionate about our community and want to contribute in the best interest of our students in the AIMS Community whom we want to be AIMS Strong.

# Highlights I Want the Board To Know

I have experienced accomplishments and navigated challenges in the HR Manager role at AIMS. The HR department needed to refine its processes, and establish systems in place to encourage follow through. I have worked on rebuilding relations, communications and trust between HR and Staff. There is always room for improvement, and I hope to continue to improve and build new skills, while contributing improvements to our HR department.

# Coversheet

## Finance Report

<b>Section:</b>	I. Non-Action Items
<b>Item:</b>	I. Finance Report
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	APRIL 2020 CASH.docx

American Indian Model Schools				
Available Cash Analysis as of 4/30/2020				
	(most recent closed period - 1st Interim)			Comments
Total Cash			\$6,271,282	Cash Balances as of 4/30/2020
Less:				
	CD	\$	(355,643)	Funds held as requirement for East/West Bank Loan
	Total Current Liabilities	\$	(431,989)	includes Accounts Payable & Accrued Salaries/taxes/benefits
	Restricted Net Assets (in fund balance)	\$	(200,818)	Includes Measure N funds (HS) received that may be returned
	Scholarship Fund Balance	\$	(300,013)	
	Restricted Current Year Revenue	\$	(58,869)	Title I/II/III, Restricted Lottery, Nutrition, Prop 39 Clean Energy
	Restricted Scholarship Current Year Revenue	\$	-	Funds received YTD, not yet encumbered
	OUSD Required Reserve (3%)	\$	(217,205)	3% of YTD expenditures
	East West Bank DTI Reserve Requirement	\$	(756,107)	Projected year-end surplus equivalent to 1.5x Debt Service
Available Cash		\$	3,950,638	
Available Cash Less Cash Flow Reserve		\$	3,950,638	

# Coversheet

## Approve Minutes

<b>Section:</b>	II. Opening Items
<b>Item:</b>	C. Approve Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	April 30, 2020_Board Meeting_Minutes.pdf March 31, 2020_Board Meeting_Minutes.pdf





## **MINUTES**

### **THURSDAY, APRIL 30, 2020**

#### **I. Opening Items**

**6:38PM**

##### **A. Call the Meeting to Order**

**President, Toni Cook**

##### **B. Record Attendance and Guests**

- Present Directors: Cook, Leung, Edington, Thompson, Abuyen and Lang.

Note: No guests were present.

##### **C. Adoption of Agenda**

Director Lang moved approval with the alteration of the Finance Committee Report to be changed to an attachment and with item #6 to be pulled from the consent calendar to become an action item; Director Abuyen seconded.

**Action – Hearing no objections the agenda was approved unanimously.**

##### **E. Public Comment on Non-Agenda Items – None**

##### **F. Public Comment on Agenda Items – None**

#### **II. Non-Action Items**

**A. President's Report** – Board President, T. Cook provider her report.

**B. Superintendent's Report** – Superintendent Woods-Cadiz provided her report.

1. Work plan update
2. Distance learning report

##### **C. AIMS K-12 Report – Heads of Schools and Division Heads**

- The heads of school and division heads provided their respective updates.

##### **D. Operations Report**

- Data, Accountability, and Operations Director, Ms. Marisol Magana
- Data, Accountability, and Operations Manager, Ms. Tiffany Tung

##### **E. HR Report – Delicia Moghadam**

**F. English Language Department Report – Vanee Chand**

**G. Education Coordinator, College Bound Kids Report – Matthew Gordan**

**III. Action Items**

**A. Consent Calendar**

1. Amendment of check signing policy
2. Fiscal Policy Update
3. Mail Address Request
4. D&O Insurance Renewal
5. Remote banking request
6. *Letterman jacket purchase (Changed to an action item)*
7. Suspension of all renovations at 12th Street campus
8. Ring Central Contract
9. BACR Amended Contract

***Item #6 – Letterman Jacket Purchase:***

Director Edington moved approval with the below stated condition; Director Thompson seconded.

- Consent calendar, item #6: If total costs are to exceed the identified contingency fund, Head of High School, Mr. Maurice Williams will adjust the jackets details accordingly to cover the balance including shipping costs.

**Action – Hearing no objections the motion was approved unanimously.**

***Consent Calendar:***

Director Thompson moved approval; Director Edington seconded.

**Action – Hearing no objections the motion was approved unanimously.**

## **B. Finance Committee Report Discuss – Director Edington**

**\*(CHANGE TO ATTACHMENT AS NOTED IN ADOPTION OF AGENDA)**

Finance Committee - Report from the Finance Chairman

Today we discussed the application for a loan from East West Bank. It is apparent that our best chance for getting a loan is when we have the ability to repay the loan in comparison to other borrowers.

Our rationale for applying for and accepting the loan was based on the information we had at the time of application. Most of the information was obtained through the posted documentation and direct conversations or presentations from our lender and the loan program office. This is not speculation, instead, we are looking at the results in China and basing our strategy on successful implementation in China adapted for our local regulations and customs. We believe our submitted documents provided our external back office provider for accounting and payroll services to be accurate and fulfill the request of the bank.

Current economic uncertainty extends through the 8 week time frame and beyond. It includes but is not limited to the following: Significant reduction in school attendance or some other factor which delays or reduces revenues. Expected decrease in our ability to raise future revenues from our external donors as the trajectory was determined by our Open House on {date}

Expected decrease in future grant funding which drive our key programs such as ESL, After School program, Saturday school, Summer Program, Food Program. Additionally, we expect the following expenses to increase: Employee reimbursements for communication devices and online access Loss on International cruise Additional hardware needed to access online coursework. Additional expenses tracked in a separate GL account. While we do not have many alternative funding sources, we depend on the contributions of generosity and goodwill on the part of our vendors, authorizer, and members of the community for the continued success of AIMS.

## **C. Loan from East West Bank Vote – Chris Edington**

Director Lang moved approval; Director Leung seconded.

**Action – Roll call vote; pass unanimously to accept application and loan from East West Bank with all documentation attached.**

#### **IV. Closed Session**

**A. Public Comment on Closed Session Items – None**

**B. Recess to Closed Session – 9:22 PM**

**C. Reconvene from Closed Session – 9:49 PM**

**There were no actions to report from closed session.**

#### **V. Adjourn**

Director Lang moved adjournment; Director Thompson seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**Meeting adjourned on April 30, 2020 at 9:51pm.**

**Respectfully Submitted**

**Adrien Abuyen, Secretary**



## MINUTES

### TUESDAY, MARCH 31, 2020

#### I. Opening Items

6:35PM

##### A. Call the Meeting to Order

President, Toni Cook

##### B. Record Attendance and Guests

- Present Directors: Cook, Leung, Edington, Thompson, Abuyen and Lang (Director Lang joined meeting at 6:40pm).

Note: No guests were present.

##### C. Approved Minutes

- Discussion** – Board Secretary, Kelli Minor, directed the Board's attention to the attachment of minutes for the following meetings:

February 18, 2020

Director Thompson moved approval; Director Abuyen seconded.

**Action – Hearing no objections the minutes were approved unanimously.**

##### D. Adoption of Agenda

Director Thompson moved approval; Director Edington seconded.

**Action – Hearing no objections the agenda was approved unanimously.**

##### E. Public Comment on Non-Agenda Items – None

##### F. Public Comment on Agenda Items – None

#### II. Non-Action Items

##### A. President's Report –

- Board of Directors President, Cook provider her report.

##### B. Superintendent's Report –

- Superintendent Woods-Cadiz provided her report.

**C. Marketing and Communications update, Isaac Kos-Read –**

- Mr. Kos-Read provided an update on marketing and communications.

**D. AIMS K-12 Report – Heads of Schools and Division Heads**

- The heads of school and division heads provided their respective updates.

**E. Finance – 2<sup>nd</sup> Interim Report –CBO Ballentine**

- Chief business officer, Ballentine provided an update.

**F. Operations Report – Ms. Marisol/Ms. Tung**

- Data, Accountability and Operations Director Magana and Manager Tung provided an update.

**G. HR Report – Delicia Moghadam**

- Ms. Moghadam provide an update.

**H. English Language Department Report – Vanee Chand**

- Ms. Chand provided an update.

**I. Education Coordinator, College Bound Kids Report – Matthew Gordan**

- Mr. Gordan provided an update.

**III. Action Items**

**A. Consent Calendar Vote Toni Cook 5 m**

A - Surplus and Obsolete (Resolution)

B - Auditor Selection Form

C - Out of Country Travel (HS Senior trip) - Cancellation

D - HS Renovation (Paint, etc.)

Director Edington moved approval with the removal of items (C) and (D); Director Thompson seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**B. Finance Committee Action Items Vote Chris Edington 10 m**

A - Updated Recommendations for Contractors

B - Board Memos to Vendors

C - Finance Committee Checklist

**D - Alameda County Health Order**

Director Edington moved approval; Director Thompson seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**C. AIMS Educational Continuity Preparedness Plan Vote Maya Woods-Cadiz 5 m**

Director Thompson moved approval; Director Lang seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**D. J13a Vote Maya Woods-Cadiz 10 m**

Director Abuyen moved approval; Director Thompson seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**E. Measure G1 - Continuation of Application for 2020/21 School Year Vote Peter Holmquist 15 m**

Director Lang moved approval; Director Edington seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**IV. Closed Session**

**A. Public Comment on Closed Session Items – None**

**B. Recess to Closed Session – 10:22 PM**

**C. Reconvene from Closed Session – 11:17 PM**

**There were no actions to report from closed session.**

**V. Adjourn**

Director Abuyen moved adjournment; Director Thompson seconded.

**Action – Hearing no objections the motion was approved unanimously.**

**Meeting adjourned on March 31, 2020 at 11:36pm.**

**Respectfully Submitted**

**Adrien Abuyen, Secretary**

# Coversheet

## Consent Calendar

<b>Section:</b>	III. Action Items
<b>Item:</b>	A. Consent Calendar
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMERICAN INDIAN COLLEGE PREP - CONTRACT (1).pdf



**COMMERCIAL SALES AGREEMENT**TOWN NO.  
0091-PLEASANTON, CA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-5CMGI5X

DATE: 5/11/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")  
Mark Daoud  
3801 Bay Center Place,  
Hayward, CA 94545-3619  
Tele. No. (510) 305-5381

American Indian College Prep.  
d/b/a: American Indian College Prep.  
("Customer")  
Customer Billing Information  
171 12th street, ATTN: TIFFANY TUNG  
OAKLAND, CA 94607  
Attn:  
Tele. No.

Customer Premises Served  
171 12th St,  
Oakland, CA 94607  
Attn:  
Tele. No. (510) 301-6015

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

**I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:**

- |   |  |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications)            |
| (b) Scope of Work / Schedule(s) of Protection         | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions                              | (g) If multiple locations, see attached schedule                                     |
| (d) Additional Terms and Conditions                   |  |

**II. CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance **Quarterly** plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). **ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0091-PLEASANTON, CA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-5CMGI5X

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: Mark Daoud  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

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

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



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## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0091-PLEASANTON,  
CA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-5CMG15X

## SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

**Burglar Alarm Monitoring PROVIDED**

**No Service Selected**

**No Service Selected**

**No Service Selected**

**No Service Selected**

**Sole Path Cellular Monthly Timer Test Services PROVIDED, Mobile Security Management Service PROVIDED**

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
20	Regular Labor	
1	Programming and testing	
1	Install Training	
1	Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1	LTE CONTROLLER-RADIO, CAT1, TELI	LTE-XA
1	SERIAL RECEIVER INTERFACE FOR HONEYWELLS VISTA 128 AND 250 PANELS	
8	Universal Transmitter	
2	Passive Infrared Motion Detector	
2	ShatterPro Glassbreak Transmitter	
6	1" RECESSED STEEL DOOR/DPDT	
1	Ceiling Mount Motion Detector	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$4,761.79
* Estimated Tax(es):	\$215.91
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$4,977.70</b>
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$708.00
* Estimated Tax(es):	\$0.00
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$708.00</b>

\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: CUSTOMER CONTACT AND CAF SIGNER: TIFFANY TUNG tiffany.tung@aimsk12.org 510 912 4045 SALES REP: MARK DAOUD 510 305 5381  
System Operation: JCI TO INSTALL: (1) V128BTISPK (1) LTE-XA (1) EN7290 RECEIVER (8) EN1210 TRANSMITTER (2) EN1260 MOTION (2) EN1247 GLASS BREAK (6) STEEL DOOR  
CONTACT: (1) EN1265 CEILING MOUNT MOTION LOCATIONS PER ATTACHED SITE MAP  
Programming Info: INSTALLER RESPONSIBLE FOR PROGRAMMING MSM MOBILE APP ON AROUND 5 COMPATIBLE IOS & ANDROID SMARTPHONES, ALSO PROGRAMMING SECURITY  
CODE ON KEYPAD  
Site Conditions: MULTI STORY BUILDING WITH GARAGE UNDERNEATH, ALL WORK BEING DONE IN GARAGE AND 1ST FLOOR. DROP TILE AND SOME HARD CAPPED CEILING. LONG  
LADDER NEEDED, NO LIFT  
Existing Equipment: N/A  
Customer Expectations: MON-FRI 9AM-5PM  
Training Expectations: INSTALLER RESPONSIBLE FOR TRAINING CUSTOMER ON USAGE OF SYSTEM AND MSM MOBILE APP  
General Comments: N/A  
Customer Responsibilities / Johnson Controls Exclusions: CUSTOMER RESPONSIBLE FOR PROVIDING 110V POWER AT LOCATION OF PANEL, IN MDF ROOM, WHERE BA PANEL WILL BE  
LOCATED. CUSTOMER RESPONSIBLE FOR PROVIDING ACCESS TO SITE DURING NORMAL BUSINESS HOURS.  
Documentation Needs: PLEASE HAVE TECHNICIAN LEAVE ALL MANUALS ONSITE WITH CUSTOMER

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000: default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not: respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. 1. Account Activation Required; Additional Terms and Conditions. To activate any web-based features, Customer must visit <https://www.virtualkeypad.com/> ("MSM Site") and acknowledge the website terms of use ("MSM Site Terms"). All of Customer's employees, agents, and personnel using the System ("Users") are subject to the terms and conditions of the Agreement as modified by this Rider, in addition to the MSM Site Terms. At the time of account activation and when adding/modifying Customer Users, Customer shall identify such Customer Users as: (a) Admin User- Admin rights grant the ability to add and control other users as well as to configure and edit notifications. Has access to both the intrusion controls and video systems within a site or multiple sites; or (b) Standard User- User with limited access to the MSM System. Rights are only granted by the Admin user to access intrusion controls and/or video within a site or multiple sites. Does not have the ability to configure and edit notifications. "Master User" rights shall be retained by Johnson Controls and shall be used only on an as needed basis to provide technical support and maintenance service to Customer. 2. Mobile Security Management. Customer assumes full responsibility for: (a) the placement, location, direction and presence of the Equipment and any components (whether or not furnished by Johnson Controls) such as, cameras, recording, peripheral or other devices (each, a "Device"); (b) the recording, transmission, transfer or other use of any images/data captured by the System; (c) the manner of Customer's use of the System or any image or data captured/generated; (d) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the System and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances, et cetera connected to the System; (e) complying with all applicable laws related to Customer's use and operation of the System; (f) providing compatible Internet connectivity, computers, PDA's or other interface devices, if applicable, to enable Customer to use the System; and (h) User's access to and use of the System. Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the System and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the System. The System is intended to be used only in conjunction with Johnson Controls' central station burglar alarm monitoring service and not as a separate/stand-alone alarm/intrusion event detection system. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD JOHNSON CONTROLS, ITS AFFILIATES, AND SUPPLIERS HARMLESS FROM ANY DAMAGES, LIABILITIES AND COSTS OR EXPENSES OF ANY KIND ARISING OUT OF ANY THIRD PARTY CLAIMS RELATED TO CUSTOMER'S USE OF THE SYSTEM AND RECORDINGS. 3. Transmissions; Security Risks. In providing the Services, Johnson Controls, its third party suppliers ("Suppliers"), or affiliated companies or their agents, employees, or directors (for purposes of this Section 3, collectively, "Johnson Controls"): (a) Johnson Controls may transmit, record, store, provide and/or receive unencrypted data, Recordings, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside the United States, and (b) Johnson Controls cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission of or from unauthorized or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). Customer hereby assumes, releases and discharges Johnson Controls of and from and shall upon demand indemnify and hold Johnson Controls harmless from all Security Risks and any and all loss, damage and liability caused by the Security Risks. If Johnson Controls stores any Transmissions on Customer's behalf, Johnson Controls cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate its use of the System including any Transmissions to Johnson Controls. Customer is solely responsible for determining the capture/record settings on the Devices e.g., frequency and quality of Recordings. Such settings may affect the volume of Transmissions Customer is able to store and the fees charged to Customer for data hosting/storage. Johnson Controls shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and/or the Federal Trade Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any Services including the transmission of data. The System may include or be configured by Customer to provide: (a) supplementary e-mail or text-message notifications (collectively, a "Supplementary Alarm Notice") of certain alarm signal events received by Johnson Controls' alarm monitoring center (the "CMC") from the System (each an "Alarm Event Signal"); and/or (b) e-mail or text-message notifications (collectively, an "Electronic Notice") of certain non-alarm signal events, such as changes-of-state of the System, or the occurrence or non-occurrence of certain events capable of detection the System ("Non-Alarm Event"). In order to receive and review a Supplementary Alarm Notice and/or an Electronic Notice, Customer must provide valid email addresses and telephone numbers, and e-mail or text-message software that is compatible with the System's e-mail and text-message protocol. Any additional or updated software, hardware or service or any adjustments or repairs to Customer's e-mail, text-message or Internet system, service or devices required to assure such compatibility will be obtained by Customer at Customer's expense. There may be times when a Supplementary Alarm Notice and/or an Electronic Notice will not be transmitted by the System or received by Customer or a Supplementary Alarm Notice and/or an Electronic Notice may be impaired or interrupted by conditions or circumstances beyond Johnson Controls' control, e.g., telecommunication failures, intermittent signals, interference, or areas without telecommunication network signals, Internet failures, computer viruses or problems with Internet service providers. Johnson Controls does not make any representation or warranty concerning the deliverability, quality, readability, reliability, timeliness, privacy or security of any Supplementary Alarm Notice and/or Electronic Notice. Further, Supplementary Alarm Notice(s) may be transmitted by Johnson Controls and received by Customer before the CMC has received and responded to the related Alarm Event Signal. ACCORDINGLY, CUSTOMER SHOULD NOT ENTER AND CUSTOMER SHOULD PREVENT OTHERS FROM ENTERING CUSTOMER'S PREMISES AFTER CUSTOMER OR ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST HAS RECEIVED A SUPPLEMENTARY ALARM NOTICE OF A BURGLARY, PANIC, DURESS OR ANY OTHER ALARM EVENT SIGNAL THAT MIGHT INDICATE AN INTRUDER HAS ENTERED CUSTOMER'S PREMISES WITHOUT BEING ACCOMPANIED BY THE POLICE OR A LICENSED SECURITY OFFICER. CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT Johnson Controls WILL NOT (A) CONTACT ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST, OR (B) SEND THEM A SUPPLEMENTARY ALARM NOTICE UNTIL, IN EACH CASE, THIRTY (30) MINUTES AFTER RECEIVING A PANIC OR DURESS ALARM EVENT SIGNAL FROM CUSTOMER'S ALARM EQUIPMENT. 4. Johnson Controls will use reasonable care in the installation and, if purchased, the maintenance of the System. However, in light of the inherent and unpredictable nature of radio waves, radio wave interference, inconsistencies with broadband or Internet service, risk of human error, and the inherent possibilities of mechanical, electrical or other deficiencies or limitations in electronic equipment and software, Johnson Controls cannot and does not guarantee or warrant the effective or uninterrupted availability of the Services or use of the Equipment in connection therewith. 5. Customer acknowledges that it has no contractual relationship with Johnson Controls' Suppliers, and Customer is not a third party beneficiary of any agreement between Johnson Controls and its Suppliers, including but not limited to any third party network service providers ("NSP") who provide voice, data or internet services to Johnson Controls or its Suppliers. Customer understands and agrees that an NSP shall have no legal, equitable, or other liability of any kind to Customer. 6. Johnson Controls does not warrant and Johnson Controls will not provide warranty service (whether under the standard Limited Warranty or any Extended Limited Warranty/Quality Service Plan) for the batteries contained in any Device/Equipment or the replacement thereof. Customer shall test the System and batteries periodically to determine whether the batteries are charged and operating properly. Johnson Controls further does not warrant and will not provide warranty service for any part of the System obtained independently by Customer or serviced/modified by Customer or any third party. Johnson Controls IS NOT RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY EQUIPMENT/DEVICES NOT PROVIDED BY Johnson Controls AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITIES OF ANY KIND OR NATURE WITH RESPECT TO ANY SUCH EQUIPMENT/DEVICES. Any additional equipment or replacement, not covered by warranty, ordered by Customer to be drop-shipped to Customer, will be provided if such equipment is available at the time ordered and will be billed at Johnson Controls' then-prevailing price for such equipment (plus shipping, handling, and any applicable sales tax) for such equipment/replacement. Customer's installation and use of any such equipment shall be subject to the terms of the Agreement and this Rider. 7. IF THE SERVICES ARE TERMINATED: (A) JOHNSON CONTROLS WILL NO LONGER PROVIDE (I) ANY SUPPLEMENTARY ALARM NOTICE OR



ELECTRONIC NOTICE, OR (II) LIMITED/EXTENDED WARRANTY OR REPAIR OR REPLACEMENT SERVICES FOR CUSTOMER'S EQUIPMENT. (B) CUSTOMER WILL NO LONGER BE ABLE TO USE OR MONITOR THE EQUIPMENT OR ANY RECORDINGS AND SUCH RECORDINGS THEN STORED BY JOHNSON CONTROLS WILL BE, IN THE NORMAL COURSE OF JOHNSON CONTROLS' BUSINESS, PERMANENTLY REMOVED FROM JOHNSON CONTROLS' SYSTEM(S), AND (C) ANY AUTOMATIONS, SCHEDULES, SUPPLEMENTARY ALARM NOTICES AND ELECTRONIC NOTICES SET UP THROUGH THE JOHNSON CONTROLS MSM SITE WILL NO LONGER BE AVAILABLE TO CUSTOMER. ALL Z-WAVE DEVICES THAT HAVE BEEN INSTALLED ON OR AROUND THE CUSTOMER'S PREMISES MAY STILL FUNCTION, IF CUSTOMER PURCHASES A LOCAL Z-WAVE REMOTE CONTROL. DISCONTINUANCE OF THE SERVICES WILL NOT AFFECT THE ABILITY OF THE ALARM EQUIPMENT TO COMMUNICATE WITH THE CMC UNLESS THE MONITORING SERVICE PROVIDED UNDER THE AGREEMENT HAS ALSO BEEN DISCONTINUED. REGARDLESS OF WHAT IS STATED ABOVE, CUSTOMER MAY NOT TERMINATE ANY SERVICE PROVIDED UNDER THE AGREEMENT DURING THE TERM OTHER THAN AS EXPRESSLY PERMITTED IN THE AGREEMENT.

8. A number of factors in Customer's premises are outside of Johnson Controls' control such as lighting conditions, power outages, interference from other electrical equipment, Internet service issues such as download speed or interruptions or failure of Internet service. Such factors can affect Customer's ability to view and record/capture data/images. Johnson Controls makes no representations, promises or warranties with regards to and that Customer has reviewed and found acceptable the placement, image quality, resolution, clarity, color or other viewing attributes of any camera or recording devices furnished by or installed by Johnson Controls. 9. Network Connections and Communications Facilities. Johnson Controls' provision of the Services requires cellular data, broadband and/or DSL Internet, networked devices such as computers, personal digital assistants, cellular telephones/devices, routers and network connectivity (individually and collectively referred to as a "Network" and/or "Network Devices") that is compatible with the System. Johnson Controls will configure the settings on the System to work with Customer's Network and Network Devices. Johnson Controls will not alter Customer's Network, Network Devices, or firewall or security settings. Johnson Controls is not responsible for the setup, operation, maintenance or compatibility of Customer's Network or Network Devices or communication facilities. Customer is solely responsible for any telecommunications or other connectivity charges (including SMS charges) incurred as a result of using the Services. Customer shall be solely responsible for resolving any disputes with any telephone/Internet service company related to same. The speed and quality of remote video viewing is directly dependent upon the speed and quality of Customer's Network and Network Devices used with the Equipment. Johnson Controls is not responsible for performance issues or failures resulting from the Network, Network Devices or any hardware, software or other service provided by Customer for use with the Services including, without limitation, Internet latency, local area networks and non-conforming or non-compatible Network Devices or software. Customer may incur additional charges if the Network information Customer provides to Johnson Controls is incomplete or inaccurate or, if at the time of installation, Customer's Network connectivity is not available or Customer's Network is incompatible with the Equipment and such occurrence results in Johnson Controls spending excess time or re-scheduling appointments to complete the installation. Customer is responsible for purchasing, at Customer's expense, any equipment required to connect the Equipment to Customer's Network including, without limitation, a router and any network switches needed for Johnson Controls to complete the installation of the Equipment and Customer's utilization of the Services. Requests for service or support should be made to Johnson Controls at 800-289-2647. Johnson Controls will retain the ability to remotely access Customer's Equipment and System for maintenance purposes and in order to expedite installation in connection with new Customer location service requests. Use of certain System features requires Customer to: (a) have access to the Internet and an e-mail or text-message address; and (b) accept and continue to accept the Johnson Controls' MSM Site Terms and any other terms and conditions required for access to and use of the Johnson Controls' MSM Site, as such terms and conditions may change from time to time, and (c) obtain valid User identifications, passwords, and/or personal identification codes ("PIC(s)") to access the Johnson Controls' MSM Site. The Johnson Controls' MSM Site Terms may be updated or modified by Johnson Controls from time to time at its sole discretion and without notice to Customer. Changes to the Johnson Controls' MSM Site Terms will be effective when posted. Customer agrees to review the Johnson Controls' MSM Site Terms periodically to be aware of any changes. Customer will be deemed to have accepted any modified Johnson Controls MSM Site Terms if Customer continues to use the Johnson Controls MSM Site after such modified terms have been posted. Customer may have the option to remain logged onto the Johnson Controls' MSM Site from Customer's PDA or other equipment for an extended period. Persons who obtain access to Customer's Network and Network Devices while it is logged onto the Johnson Controls' MSM Site, may be able to view the images and data contained on or transmitted to the Johnson Controls' MSM Site. Customer is solely responsible for the security of Customer's PICs, Network and Network Devices or other equipment used to log onto the Johnson Controls' MSM Site. Customer releases Johnson Controls and its Suppliers from and shall upon demand indemnify and hold Johnson Controls and its Suppliers harmless from any loss, damage or other liability arising from any person obtaining access to Customer's personal and private information through Customer's Network, Network Devices or other equipment used to log onto the Johnson Controls' MSM Site.

A.13. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.17. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.19. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.20. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.21. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.22. Automated Notification. Intentionally left blank - Services have not been purchased.

A.23. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.24. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.25. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.26. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR

PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls. Insurance, if any, covering such risk shall be obtained by Customer. Johnson Controls shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal



**AIMS K-12 College Prep Charter District – Regular Board Meeting – Agenda – Tuesday June 16, 2020 at 6:30 PM**

Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) In Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings: Captions: Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security

# **AIMS K-12 College Prep Charter District – Regular Board Meeting – Agenda – Tuesday June 16, 2020 at 6:30 PM**

Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC (“Johnson Controls”) is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.  
0091-PLEASANTON,  
CA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-5CMGI5X

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/11/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Mark Daoud  
3801 Bay Center Place,  
Hayward, CA 94545-3619  
Tele. No. (510) 305-5381

American Indian College Prep.  
d/b/a: American Indian College Prep.  
("Customer")  
**Customer Billing Information**  
171 12th street, ATTN: TIFFANY TUNG  
OAKLAND, CA 94607  
Attn:  
Tele. No.

**Customer Premises Served**

171 12th St,  
Oakland, CA 94607  
Attn:  
Tele. No. (510) 301-6015

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

**Terms and Conditions**

Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.

Changes and Extras. No changes, modifications, additions or deletions to the Work will be performed unless the following are agreed to in a signed writing: (1) Specifications, (2) Adjustment to Work Schedules, and (3) Adjustment to the Contract Price reflecting price conditions on the date of the change, modification, addition or deletion. The Customer may defer the dates for commencement or prosecution of the Work upon giving reasonable notice to Johnson Controls and for reasonable cause, and any such change will be treated as a suspension of the Work. The Customer may request overtime and additional shifts subject to Johnson Controls' reasonable ability to comply with the request, and the additional Work requested will be subject to Johnson Controls' standard labor rates for the geographic area and shifts involved. Any associated costs will be added to the contract price.

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: Mark Daoud  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

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

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

**SIGN HERE**

# Coversheet

## Governance Committee

<b>Section:</b>	III. Action Items
<b>Item:</b>	D. Governance Committee
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Summary.Committee.Meeting.6.2.2020.pdf

## **PRESENTED: GOVERNANCE COMMITTEE – JUNE 2, 2020**

[AB 1835 \(Weber\)](#) – D – San Diego - Education finance: local control funding formula: supplemental and concentration grants – Legislation to implement the Bureau of State Auditor’s Local Control Funding Formula (LCFF) audit recommendations to ensure that supplemental and concentration grant funding is properly spent on unduplicated pupils. CCSA is supporting this legislation as we believe it is consistent with the intent of LCFF to support our highest-need students

### **SUMMARY:**

This bill prohibits a local education agency (LEA), including a charter school, from rolling over from one year to the next certain unspent state education dollars intended to increase and improve services for low-income students and using those dollars towards other purposes.

Specifically, with regard to unspent funds intended to increase and improve services for low- income students, this bill requires each LEA, including a charter school, to (a) identify unspent grant funds by annually reconciling and reporting to the California Department of Education (CDE) estimated and actual spending; (b) report in its local planning document the amount of unspent funds annually; and (c) continue to expend any unspent funds towards the originally intended purpose.

### **FISCAL EFFECT:**

1) Unknown, though likely minor, ongoing Proposition 98 General Fund cost to an LEA to add this data to existing financial reports to CDE and report this information in its local plans. The state has over 1,000 LEAs and over 1,200 charter schools. If the cost to report this information to the CDE averaged even \$100 in additional administrative costs per LEA or charter school, costs would exceed \$200,000.

If the Commission on State Mandates determines the activities above to be a reimbursable state-mandated program, cost pressures to the K-12 Mandates Block Grant.

2) Unknown, though likely minor, ongoing General Fund administrative costs to CDE to receive financial data from LEAs

### **Motion: Recommend AIMS Board Support**

**VOTE: Thompson, Abuyen, Cook, Woods-Cadiz – Yes**

[AB 1982 \(Cunningham\)](#) – R – San Louis Obispo - Introduced by Assembly Member Cunningham(Coauthors: Assembly Members Fong – R – Bakersfield and Wicks - D) - Teacher credentialing: basic skills proficiency test: exemption – Legislation that would provide flexibility in teacher credentialing by exempting teacher candidates from the California Basic Educational Skills Test (CBEST) if they have a B or better in qualifying higher education coursework. CCSA is supporting this legislation as we support further credentialing flexibility for our schools.

## **SUMMARY:**

This bill creates a temporary alternative to the California Basic Educational Skills Test (CBEST). Specifically, until December 31, 2023, the bill authorizes a teacher credential applicant, in lieu of taking the CBEST, to demonstrate basic reading, writing and mathematics skills by (a) earning at least a letter grade of "B" in qualifying coursework as determined by a teacher credential preparation program or by the state Commission on Teacher Credentialing (CTC), or (b) through a combination of qualifying coursework and exams.

## **FISCAL EFFECT:**

- 1) Minor and absorbable special fund costs to the CTC to determine qualifying coursework.
- 2) Minor and absorbable costs, potentially General Fund costs, to determine qualifying coursework, if an applicable credential preparation program is operated by a state university.
- 3) Lost teacher applicant fee revenue of an unknown amount, potentially in the hundreds of thousands of dollars annually, to CTC should teacher applicants opt to demonstrate basic skill proficiency through coursework rather than through the CBEST. (On average, CTC takes in about \$840,300 from CBEST fees. Assuming 75% of teacher candidates opt not to take the CBEST, the CTC would lose about \$630,000 in fee revenue annually.) However, the CTC indicates it holds reserves large enough to absorb these costs over the three-year period of this bill.

## **Motion Recommend AIMS Board Support**

**VOTE: Abuyen, Thompson, Cook, Woods-Cadiz - Yes**

[AB 2485 \(Kalra\)](#) – D – San Jose - Teacher credentialing: subject matter competence – Similar to AB 1982, legislation that would provide flexibility in teacher credentialing by allowing teacher candidates to demonstrate subject matter competence by completing higher education coursework in the subject matters related to the content area of the credential. Similar to AB 1982, CCSA is supporting this legislation as we support further credentialing flexibility for our schools.

## **SUMMARY:**

This bill creates a temporary alternative pathway to fulfilling the requirements of the Subject Matter Competency Requirement (SMR). Specifically, until January 1, 2023, this bill creates another pathway for a teacher credential candidate to meet requirements related to the Subject Matter Competency Requirement (SMR) beyond taking California Commission on Teacher Credentialing (CTC) approved college coursework sequences, passing California Subject Examinations for Teachers (CSETs) or mixing the two to demonstrate competency in a given subject matter. Specifically, this bill allows a teacher candidate to meet subject matter requirement by using coursework they completed as part of their college major or by mixing and matching with other existing pathways, such as CSETs.

**FISCAL EFFECT:**

- 1) Minor and absorbable special fund costs to the CTC to determine qualifying coursework.
- 2) Lost teacher applicant fee revenue of an unknown amount, potentially in the hundreds of thousands of dollars annually, to CTC should teacher applicants opt to meet requirements of the SMR through coursework or mixing and matching coursework with other pathways, such as testing. (Assuming half of all teacher candidates use the coursework option in place of one or two CSET subtests, lost test revenue to CTC over the three years during which the bill's requirements are in effect would range between \$502,000 to \$757,000.) However, the CTC indicates it holds reserves large enough to absorb these costs over the three-year period

**Motion – Recommend AIMS Board Support**

**VOTE: Woods-Cadiz, Abuyen, Thompson, Cook - Yes**

# Coversheet

## Protected Prayer Resolution

<b>Section:</b>	III. Action Items
<b>Item:</b>	E. Protected Prayer Resolution
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Protected Prayer Resolutions.docx





American Indian  
Model Schools  
*A School at Work!*

**AIPCS I & II**

*Downtown Oakland Campus*

171 12th Street  
Oakland, CA 94607

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

**AIPHS**

*Lakeview Campus*

746 Grand Avenue  
Oakland, CA 94610

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

**AIMS School Board Resolution**

**2020-2021 Protected Prayer Resolution for AIPCS**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPCS LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 19th of June, 2020

Director Toni Cook President, AIMS School Board

Director Adrien Abuyen Secretary, AIMS School Board

Director Chris Edington Treasurer, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Clifford Thompson, AIMS School Board





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**AIPHS**

*Lakeview Campus*

746 Grand Avenue  
Oakland, CA 94610

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

## **AIMS School Board Resolution**

### **2020-2021 Protected Prayer Resolution for AIPCS II**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPCSII LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 19th of June, 2020

Director Toni Cook President, AIMS School Board

Director Adrien Abuyen Secretary, AIMS School Board

Director Chris Edington Treasurer, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Clifford Thompson, AIMS School Board





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**AIPCS I & II**

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Fax: 510.893.0345  
Website: aimschools.org

**AIPHS**

*Lakeview Campus*

746 Grand Avenue  
Oakland, CA 94610

Phone: 510.893.8701  
Fax: 510.893.0345  
Website: aimschools.org

## **AIMS School Board Resolution**

### **2020-2021 Protected Prayer Resolution for AIPHS**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPHS LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 19th of June, 2020

Director Toni Cook President, AIMS School Board

Director Adrien Abuyen Secretary, AIMS School Board

Director Chris Edington Treasurer, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Clifford Thompson, AIMS School Board



## Coversheet

### COVID-19 Operations Written Report for AIPCS, AIPCS II and AIPHS

<b>Section:</b>	III. Action Items
<b>Item:</b>	G. COVID-19 Operations Written Report for AIPCS, AIPCS II and AIPHS
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AIPHS covid19report.docx AIPCS II-covid19report.docx AIPCS - covid19report.docx

# COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
American Indian Public High School	Maurice Williams, Head of School	<a href="mailto:Maurice.williams@aimsk12.org">Maurice.williams@aimsk12.org</a> 510-893-8701	6/16/2020

**Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

**Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.**

- Although schools were closed for three weeks (including one due to spring break, all students received supplemental packets of instruction to complete during this period. During the school closures, our LEA quickly adopted Schoology as its official Learning Management system that can be used for both in person or with virtual online learning capabilities.
- Teachers received multiple training on schoology's virtual platforms, coursework submission, and grades inputting. Additionally, instructional practices were modified to an even split of teacher lecturing and independent practice with virtual student breakout groups.
- As a result of these practices, our average attendance rates for our high school students exceeded 97%.

**Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.**

- ELD teachers and staff were in communication with students and families on a weekly basis.
- ELD teacher continued to teach curriculum and support blended learning.
- Office hours, after-school tutoring were available for students.
- Intervention Logs were created to continue push in support or one on one support for core content classes.
- Core teachers were asked to recommend any ELs for extra support.
- Emails, phone calls and zoom meetings were made to check in on students progress.

With the assistance of our District Parent Coordinator, virtual parent training classes, and food / resource assistance opportunities through the Oakland Parent Education fund were provided to all AIMS families. Additionally, Parent surveys also inquired if families were in need of health care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

**Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.**

- Frequent student / parent surveys were sent to our community stakeholders to determine if they were in need of laptops or if internet access was needed to engage in online virtual learning. Based upon those surveyed, over 80 AIMS HS students were issued laptops.
- In cases where existing internet connectivity was lagging, at least two students were provided with mobile internet hotspot devices.
- To address the potential of continued distance learning in the upcoming school year, AIMS HS has purchased over 300 chromebooks to achieve 1:1 student to laptop ratio. It is the intent of the LEA to issue a chromebook to each student for the duration of the school year.

**Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.**

Our LEA made a conscious effort to ensure and to inform families that we were offering school lunches. We opened our food service distribution site for a week and our families did not come. We decided as a district to not offer meals due to the lack of families interest in picking school lunches. Additionally, we provided resources for our families on our school website and through our Parent Communication messenger “Parent Square” of local food banks and all OUSD breakfast and lunch food distribution centers within Oakland, CA.

**Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.**

- While our LEA did not provide any supervision of students during this time, HS staff frequently dropped off technology and various supplies in person to families that were required to remain at home or lacked parental transportation as a result of parental employment.
- HS staff made quality of life checks for families of students were not present for virtual classes over consecutive days.
- With the assistance of our District Parent Coordinator parents were surveyed to inquire if families were in need of health care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

California Department of Education  
May 2020

# COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
American Indian Public Charter School II	Christopher Ahmad, Head of School Peter Holmquist, Head of School	<a href="mailto:Christopher.ahmad@aimsk12.org">Christopher.ahmad@aimsk12.org</a> <a href="mailto:Peter.holmquist@aimsk12.org">Peter.holmquist@aimsk12.org</a> 510-893-8701	[Insert Date of Adoption here]

**Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

**Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.**

K-5th

- Various online learning programs were already purchased and were being used during the school year providing an easy transition to virtual learning.
- Teachers were trained the very first week on how to use online learning platforms such as Zoom, Google Classroom, and Seesaw by teachers who have utilized the platforms in the past.
- Various days were set out to give students their own Chromebook to use at home for online learning
- Teachers created daily lesson plans and learning schedules that parents and students could check and refer to when needed.

6th - 8th

Middle School students are both kids and growing in responsibility, so offering as “regular” a school experience as possible was a goal. From the beginning of the “out of classroom” instruction, students have had regular meetings with their homeroom and elective classroom teachers. As the situation of responding to the pandemic changed, all teachers had prepared longer term plans. Students were engaged in online group and individual learning activities with sensitivity for the number of hours “in front of a screen.” Best practices and strategies that worked among colleagues were shared and used. Strategies for SEL - for students and staff were practiced.

Check in time and connecting with families about technology needs was also an entry to find out if there were other needs in the home. Teachers, attendance staff, and administrators made phone calls to various families to “check in” on students in addition to the expected systematic responses to absence or missing work

**Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.**

- We made sure that 100% of our student population had access to a laptop/chromebook for virtual learning.
- We made sure that every family had access to the internet by providing free internet access through different companies which provided free service in this time of need.
- Virtual ELD classrooms were created where our ELD staff helped students in one on one or small group sessions.

- The English Language Department continued with intervention support throughout distance learning. -ELD teachers continued to teach curriculum and support blended learning with a modified schedule to meet the needs of newcomers.
- ELD teachers and staff were in communication with students and families on a weekly basis. ELD staff met with teachers on a weekly basis to provide EL support.

- Office hours and after-school tutoring were available for all ELs. Emails, phone calls and zoom meetings were made to check in on students progress.
- Intervention logs were created to continue with push-in support or one on one support for core content classes. Core content teachers were asked to recommend any ELs for extra support.
- Used an intervention platform, Booknook, to support one on one and small group guided reading for K-5.
- One on one and small group support were provided for ELs in their core content classes for 6-8.

With the assistance of our District Parent Coordinator, virtual parent training classes, and food / resource assistance opportunities through the Oakland Parent Education fund were provided to all AIMS families. Additionally, Parent surveys also inquired if families were in need of health care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

### **Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.**

#### **K-5th**

- Students were assessed every week to make sure they were keeping up and meeting the standards.
- Administrators would do daily virtual walkthroughs of classrooms to support remote learning
- A requirement was that teachers had to actually teach live for 2 or more hours per day. Teachers had to conduct actual lessons with an introduction, direct instruction, guided practice, and only the independent practice was allowed to be completed off camera.
- Data collection of weekly assessments and monthly benchmark scores were analyzed and individual student performance plans were created for those falling behind.
- Parents were given extra resources to help their children if they were falling behind. Such as practice tests, access to curriculum websites, information to check grades online, and instructions on how to access online platforms and tools.

#### **6th-8th**

The Middle School has taken online learning as part of the regular program since Fall 2019. ALEKS, Schoology, Quill, Rosetta Stone and other online resources specific to each subject area were used all year. The transition to all online classes required a deeper dive into those resources, but students and teachers had been exploring their function and use. Quill supports ELA standards, while ALEKS was used to support students needing help in Math.

As part of the transition, surveys were given to all students, and all families to assess their technology resources at home. Teachers followed up with each student to make sure what was said is still what was needed. An additional 80 computers and a few internet contacts were given to ensure students could connect enough and at the right times.

Students in need of ELD or SpEd resources continued to have meetings with those same staff. Online lessons were modified or adapted for students by teachers. The district Counselor continued to meet individuals and groups of students.



**Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.**

Our LEA made a conscious effort to ensure and to inform families that we were offering school lunches. We opened our food service distribution site for a week and our families did not come. We decided as a district to not offer meals due to the lack of families interest in picking school lunches. Additionally, we provided resources for our families on our school website and through our Parent Communication messenger “Parent Square” of local food banks and all OUSD breakfast and lunch food distribution centers within Oakland, CA.

**Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.**

- While our LEA did not provide any supervision of students during this time teachers/administrative staff checked in with families to inquire about their needs and also to ensure that they were receiving the support needed.
- With the assistance of our District Parent Coordinator parents were surveyed to inquire if families were in need of health care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

California Department of Education  
May 2020

# COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
American Indian Public Charter School	Peter Holmquist, Head of School	<a href="mailto:peter.holmquist@aimsk12.org">peter.holmquist@aimsk12.org</a> 510-893-8701	6/16/2020

**Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

**Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.**

AIPCS serves grades 6-8, which encompasses the first few grades that are allowed to “self-supervise”, meaning walk home alone and are allowed to be at home by themselves. Middle School students are both kids and growing in responsibility, so offering as “regular” a school experience as possible was a goal. From the beginning of the “out of classroom” instruction, students have had regular meetings with their homeroom and elective classroom teachers.

As the situation of responding to the pandemic changed, all teachers had prepared longer term plans. Students were engaged in online group and individual learning activities with sensitivity for the number of hours “in front of a screen.” Best practices and strategies that worked among colleagues were shared and used. Strategies for SEL - for students and staff were practiced.

Check in time and connecting with families about technology needs was also an entry to find out if there were other needs in the home. Teachers, attendance staff, and administrators made phone calls to various families to “check in” on students in addition to the expected systematic responses to absence or missing work.

**Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.**

The English Language Department continued with intervention support throughout distance learning. ELD teachers and staff were in communication with students and families on a weekly basis. ELD staff met with teachers on a weekly basis to provide EL support. ELD teachers continued to teach curriculum and support blended learning with a modified schedule to meet the needs of newcomers. Office hours and after-school tutoring were available for all ELs. Intervention logs were created to continue with push-in support or one on one support for core content classes. Core content teachers were asked to recommend any ELs for extra support. Emails, phone calls and zoom meetings were made to check in on students progress.

Check in time and connecting with families about technology needs was also an entry point to find out if there were other needs in the home. Teachers, attendance staff, and administrators made phone calls to various families to “check in” on students in addition to the expected systematic responses to absence or missing work. District and community resources pointed to internal and external food, housing, technology, and financial resources.

With the assistance of our District Parent Coordinator, virtual parent training classes, and food / resource assistance opportunities through the Oakland Parent Education fund were provided to all AIMS families. Additionally, Parent surveys also inquired if families were in need of health

care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

**Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.**

The Middle School has taken online learning as part of the regular program since Fall 2019. ALEKS, Schoology, Quill, Rosetta Stone and other online resources specific to each subject area were used all year. The transition to all online classes required a deeper dive into those resources, but students and teachers had been exploring their function and use. Quill supports ELA standards, while ALEKS was used to support students needing help in Math.

As part of the transition, surveys were given to all students, and all families to assess their technology resources at home. Teachers followed up with each student to make sure what was said is still what was needed. An additional 80 computers and a few internet contacts were given to ensure students could connect enough and at the right times.

Students in need of ELD or SpEd resources continued to have meetings with those same staff. Online lessons were modified or adapted for students by teachers who had, by this time of the year, familiarity with the online resource tools. The district Counselor continued to meet individuals and groups of students.

In preparation for school re-opening and requirements for mandated distancing, minor technological upgrades to classrooms will allow a rotating group of students to be on campus while others follow along at home. This will allow in person support to every student.

**Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.**

Our LEA made a conscious effort to ensure and to inform families that we were offering school lunches. We opened our food service distribution site for a week and our families did not come. We decided as a district to not offer meals due to the lack of families interest in picking school lunches. Additionally, we provided resources for our families on our school website and through our Parent Communication messenger “Parent Square” of local food banks and all OUSD breakfast and lunch food distribution centers within Oakland, CA.

**Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.**

Our Middle School students do share in the burden of caring for their younger siblings. In support of that we have not only scheduled later start times, but made sure all students in the home each have the devices required to connect to the synchronous distance instruction. By being intentional about onscreen times and off-screen homework we have supported the maximizing of family freedom to address in-home needs. While our LEA did not provide any supervision of students during this time teachers/administrative staff checked in with families to inquire about their needs and also to ensure that they were receiving the support needed.

With the assistance of our District Parent Coordinator parents were surveyed to inquire if families were in need of health care, socio-emotional support, or are facing housing challenges. Links to access food and financial resources were posted on our AIMS website, and parentsquare communications from the Parent Coordinator regarding new resources were sent out on a weekly basis.

California Department of Education  
May 2020

# Coversheet

## HS Invoices

**Section:** III. Action Items

**Item:** H. HS Invoices

**Purpose:** Vote

**Submitted by:**

**Related Material:**

Acellus Quote (6.2.20).pdf

AIMS HS 2 Yaer Rosetta Stone.pdf

ALEKS 3-Yr Subs Price Quote American Indian Public CS HS (CA) 6.2.2020.pdf

International Academy of Science  
26900 E. Pink Hill Rd., Independence, MO 64057 USA  
Phone: 816-229-3800



## Acellus Quote

### Order Confirmation

Additional information can be found here: <https://www.acellus.com/schools/>

**Quote Number:** 901678  
**Approved By:** Chaniel Clark, Education Coordinator  
**Approval Date:** 06/02/2020  
**Notice Email(s):** chaniel.clark@aimsk12.org,  
**School ID:** 10003070

**Shipment Authorization:** Shipment authorized upon activation of this Quote.

Upon activation of this quote, an invoice will be sent to the billing address above and any equipment will be scheduled for delivery to the school. Items may be returned within 30 days of receipt at school's expense, and are subject to a 10% restocking fee.

Senior Acellus Coordinator: Dr. Marti Asay (marti\_asay@science.edu)

#### PREPARED FOR:

**Requested By:** Chaniel Clark - Registrar  
**School:** American Indian Public High School  
**District:** American Indian Model Schools  
**Contact:** Ms. Chaniel Clark - Registrar **Phone:** (510) 220-5044 **Email:** chaniel.clark@aimschools.org

#### BILLING ADDRESS:

Chaniel Clark - Registrar  
American Indian Model Schools  
746 Grand Avenue  
Oakland, CA 94606  
USA  
  
Phone: (510) 220-5044  
Email: chaniel.clark@aimschools.org

#### SHIPPING ADDRESS:

Chaniel Clark  
American Indian Model Schools  
746 Grand Avenue  
Oakland, CA 94606  
USA  
  
Phone: (510) 220-5044

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
450	<b>Acellus School-wide License \$35/student</b>  <ul style="list-style-type: none"> <li>In order to obtain a School-wide License, one Master License must be purchased for each student enrolled in the school building.</li> <li>Each Master License allows a student to enroll in up to 6 courses.</li> <li>Licenses valid until June 30, 2021</li> </ul> <p><b>To qualify for this funding program, the School must:</b></p> <ul style="list-style-type: none"> <li>Be accredited by a regional accreditation agency.</li> <li>Maintain an Acellus Certified staff.</li> </ul> <p>Note: School-wide pricing is reserved for brick and mortar schools.</p>	\$ 35.00	\$ 15,750.00
3	<b>Onsite Teacher Training \$2000 per day:</b> <ul style="list-style-type: none"> <li>Three days are recommended</li> <li>Executive briefing included to train Administrators</li> <li>Teacher training for Acellus blended learning programs</li> </ul>	\$ 2,000.00	\$ 6,000.00
1	<b>Acellus Annual Support \$500</b> Annual Support Covers the Following Items: <ul style="list-style-type: none"> <li>Parts and Repairs of Acellus Server</li> <li>Offsite Monitoring and Server Failure Detection</li> <li>Advanced Replacement of Broken Hardware</li> <li>Daily Updates and System Upgrades</li> <li>Daily Back Up Service with Reconfiguration of Replacement Hardware</li> <li>Telephone Consulting and Email Support for Acellus Server</li> <li>Temporary Failover Service to Support System Utilization During Repairs</li> </ul>	\$ 500.00	\$ 500.00
<b>Amount to be Paid by School:</b>			<b>\$ 22,250.00</b>



## SERVICE ORDER FORM

June 2, 2020

Rosetta Stone Ltd.  
135 West Market Street  
Harrisonburg, Virginia 22801  
(P) 800-788-0822  
(F) 540-437-2843  
www.rosstattastone.com

Rosetta Stone Contact:  
Liz Peatman  
AE III  
Phone: 7073370668  
Email: [lpeatman@rosstattastone.com](mailto:lpeatman@rosstattastone.com)

**Customer Shipping Address:**

Maurice Williams  
Head of School  
AIMS College Prep High School  
746 Grand Ave  
Oakland, CA 94610  
US

Contact Phone: (510) 220-5044  
Contact Email: [maurice.williams@aimsk12.org](mailto:maurice.williams@aimsk12.org)

**Customer Billing Address:**

Maurice Williams  
Head of School  
AIMS College Prep High School  
746 Grand Ave  
Oakland, CA 94610  
US

Billing Contact: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Billing Contact Email: \_\_\_\_\_

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	LANGUAGE	LEVEL	QTY	UNIT PRICE	TOTAL
USB Microphone Headset			350	USD 15.00	USD 5,250.00
Online Professional Development Session			1	USD 0.00	USD 0.00
<b>Year 1</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68
<b>Year 2</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68

<b>Year 3</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68
Sub Total					USD 51,731.04
Total Sales Tax					USD 380.63
Total Shipping Charges					USD 0.00
Grand Total					USD 52,111.67
<b>Notes</b>					
<ul style="list-style-type: none"> <li>1 - Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>2 - The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.</li> </ul>					

Pricing is valid through June 30, 2020.

#### **TERM AND TERMINATION**

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 36 months following the service activation date of June 15, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

#### **SPECIAL PROVISION**

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT



SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

**ROSETTA STONE LTD.**

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

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**AIMS COLLEGE PREP HIGH SCHOOL**

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

Authorized Signing Authority

**Maurice Williams**

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date



Because learning changes everything.®

**QUOTE PREPARED FOR:**

American Indian Public CS HS  
746 GRAND AVE  
OAKLAND, CA 94610-2714  
ACCOUNT NUMBER: 187484

**CONTACT:**

Maurice Williams  
maurice.williams@aimsk12.org

**SUBSCRIPTION/DIGITAL CONTACT:**

Maurice Williams  
maurice.williams@aimsk12.org

**SALES REP INFORMATION:**

Kerry Richmond  
kerry.richmond@mheducation.com  
530-408-8852

ALEKS 3-Year Subscriptions for Grades 9-12  
2020-2021 School Year (6/15/20 - 6/14/21)  
2021-2022 School Year (6/15/21 - 6/14/22)  
2022-2023 School Year (6/15/22 - 6/14/23)

Product Description	ISBN	Qty	Unit Price		Line Subtotal
ALEKS 6-12 3 YEAR SUBSCRIPTION	978-0-07-672409-3	450	\$85.05	Volume Discount	\$38,272.50

<b>PRODUCT TOTAL*</b>	<b>\$38,272.50</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$38,272.50</b>

Comments:

ALEKS subscriptions are not transferable. The subscription start date is a predetermined date, specified by the customer when an order is placed, which determines the date by which the product will begin its full intended duration. The subscription start date affects the \*duration\* of a subscription - regardless of whether a subscription has started to be used or not. A subscription can be used prior to or after the subscription start date.

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

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**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/02/2020

ACCOUNT NAME: American Indian Public CS HS

EXPIRATION DATE: 07/17/2020

QUOTE NUMBER: DSAND-06022020-062

ACCOUNT #: 187484

# Coversheet

## Elementary School Funding Request

<b>Section:</b>	III. Action Items
<b>Item:</b>	I. Elementary School Funding Request
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Items for Reopening - Elementary.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](#):

Items for Reopening - Elementary.xlsx