



# AIMS K-12 College Prep Charter District

## AIMS Special Board Meeting

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### Date and Time

Thursday February 25, 2021 at 6:30 PM PST

### Location

Zoom - <https://zoom.us/j/94945584895>

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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.**

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order		Chris Edington	1 m
- Board President, Mr.Chris Edington			
<b>B.</b> Record Attendance and Guests	Vote	Chris Edington	2 m

	Purpose	Presenter	Time
- Roll Call for the Directors of the Board, and opportunity for introduction of any guest presenters			
<b>C.</b> Adoption of Agenda	Vote	Chris Edington	2 m
- Board President, Mr. Chris Edington			
<b>D.</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>E.</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>II. Non-Action Items</b>			<b>6:55 PM</b>
<b>A.</b> President's Report	FYI	Chris Edington	15 m
<b>B.</b> Superintendent's Report	FYI	Superintendent Woods-Cadiz	5 m
<b>C.</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>D.</b> ELD Report	FYI	Vannee Chand	5 m
<b>E.</b> Education Coordinator, College Bound Kids Report	FYI	Matthew Gordan	5 m

	Purpose	Presenter	Time
<b>F.</b> Operations Report	FYI	Operations	5 m
- Data, Accountability, and Operations Director, Ms. Marisol Magana - Data, Accountability, and Operations Manager, Ms. Tiffany Tung			
<b>III. Action Items</b>			<b>7:35 PM</b>
<b>A.</b> Consent Calendar			5 m
1. MOU Sacramento Consortium Teacher Induction Program 2. Swing Contract 3. Workers Compensation Insurance Renewal 4. Student Accident Insurance Renewal 5. D&A Contract Revision 6. Bylaws Revision			
<b>B.</b> Action Items	Vote	Chris Edington	5 m
1. 3rd Floor Bathroom Build-out 2. 2020/2021 2nd Interim 3. Cash Flow as of 2nd Interim 4. 2019/2020 Audit			
<b>IV. Closed Session</b>			<b>7:45 PM</b>
<b>A.</b> Public Comment on Closed Session Items	FYI		10 m
Public Comment on closed session items is set aside for members of the Public to address 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. <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>B.</b> Recess to Closed Session	Discuss		15 m
Closed Session Items:			
1. Conference with Real Property Negotiations (Gov. Code Section 54956.9)			

	Purpose	Presenter	Time
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
Roll Call			
<b>D.</b> Report from Closed Session	FYI		3 m
- Board President, Mr. Chris Edington			
<b>V. Closing Items</b>			<b>8:15 PM</b>
<b>A.</b> Adjourn Meeting	FYI		
<b>B.</b> NOTICES	FYI		
<p><b>The next regular meeting of the Board of Directors is scheduled to be held on March 16, 2021, 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.</b></p> <p><b>I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website at <a href="http://www.aimsk12.org">www.aimsk12.org</a>, on February 22, 2021, at 6:20 PM.</b></p> <p><b>Certification of Posting</b></p>			



# Coversheet

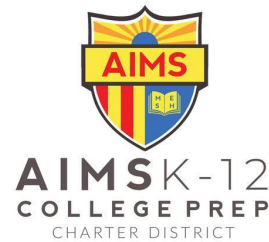
## Superintendent's Report

<b>Section:</b>	II. 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 February 2021.pdf

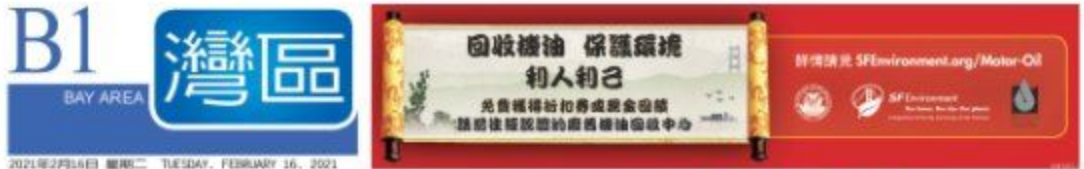
# Superintendent Board Report

## Reporting Period February 2021

Superintendent Maya Woods-Cadiz, AIMS K-12 College Prep Charter District



# Highlights of The Month: Leadership



## 阿拉米達縣教職工 3 級次接種

第1等級/校內互動接觸者 第2等級/重啓可能回校者 第3等級/遠程辦公者

記者黃少華/華南報導

屬AIMS大學預科特許學區 (AIMS K-12 College Prep Charter District) 校區卡華斯 (Maya Woods-Cadiz) 15日表示,根據阿拉米達縣規定,學區下屬三所學校的教職員工將獲得三級接種,並從春節後繼續接種。目前,正等待衛生部門通知接種時間。

AIMS旗下有小學、初中和高中三所學校,高中95%的學生為有色人種。學區學生約為45%,三校目前教職和職員有140人。

卡華斯說,阿拉米達縣已通知所有學校,根據教職工等級不同決定接種疫苗的先後順序。第一等級中,則包括成年人員,孩子有互動接觸的人先行接種。第二級,當學校重開,有意在可能回到學校,且目前在遠程辦公的教職或職員。第三等級,目前則由學區辦公的教職人員。學校目前已通知所有名單上受到阿拉米達縣衛生局,尤其是當和學校成年或學生有密切接觸的優先名單,但目



屬AIMS大學預科特許學區校區卡華斯表示,阿拉米達縣學區下屬三所學校教職工將獲三級接種,來確定疫苗接種順序。(記者黃少華/華南報導)



AIMS學校將教室內課桌全鋪保持社交距離,以適應將來重開的防疫要求。(記者黃少華/華南報導)

前阿拉米達縣沒有具體防疫,但可代生接種疫苗。「我每兩週就打電話一次電話,他們還在制定更詳細的計畫,現在偉大的挑戰是等待縣衛生局防疫計畫,學校要遵循州和縣衛生局防疫計畫,而防疫方針在不斷變化。

卡華斯說,考慮到孩子們一直在上這樣別開,學校想盡辦法加大學生參與,避免對新疫苗太久沒結核之味。比如,有更多休息時間,安排一些體育課程,使用交互模式,讓

孩子分享故事和互動。保持一定的社交,所有孩子已初步完成疫苗接種。卡華斯表示,學校將重新回到所有準備,一旦得到政府部門的授權,就可以復課。比如,對校內課桌分開,保持距離,學生彼此上課等。學校準備了洗手台和口罩。每天晚上會對社區化進行教學進行消毒,確保環境乾淨。

卡華斯說,學校準備的優先級別,首先是年齡最小的學生,第一、二年級學生,因為如今是他們成長的關鍵時間需要學習如何閱讀、做數學等。學校在未來,如果重開,體育活動如何安全進行。

阿拉米達縣衛生局的聲明說,2月8日起,將為14級疫苗接種,符合條件的個人接種疫苗。這包括65歲以上的市民和必履行軍職人員,比如食品店、藥店、餐館和兒童保育部門從業人員,約92.5萬阿拉米達縣民。

阿拉米達縣、諾基斯 (Kaiser), Sutter Health and Stanford Health Care 的成員,可直接向該家醫院預約,以安排接種疫苗。阿拉米達縣與該縣的保健中心和社區衛生局可協助分配。

## 聖馬刁縣 教育、保育人員接種

急救人員、食品與農業工人 22日起排入

記者黃少華/紅木城報導

聖馬刁縣上週正式發布了2月下旬擴大新冠疫苗接種的計畫,從2月22日開始,只要供應充足,教育工作者、兒童保育工作者、急救人員、食品與農業工人可以接種新冠疫苗。這些行業的員工工作將與16萬餘人的新冠疫苗接種。

縣政府表示,聖馬刁縣正與代表上述行業的相關工會協商合作,支持基於公平原則的疫苗接種計畫。

22日,代表聖馬刁縣南區和聖馬刁校區北部的加州參議員貝克爾 (Ashi Becker) 就此事呼籲,應立即為中平崗的教師接種新冠疫苗,為他們準備疫苗對面教學的安全條件。聖馬刁縣平均每週有5000名新冠病例,中平的教師人數為5000人。

在疫苗供應允許的情況下,聖馬刁縣將為那些無法通過一般醫療機構接種疫苗的新合格居民提供額外接種服務。聖馬刁縣將與加州衛生局提供疫苗,並

可能在低收入社區的優先服務人群中接種新冠疫苗,然後向更廣泛的合資格人群開放接種。

截至2月14日,聖馬刁縣大約有8萬名居民中,已有6萬4783人接種了第一劑新冠疫苗,另有近萬人已完成了兩劑新冠疫苗的接種。

聖馬刁縣議員貝克爾 (Carole Green) 在一份聲明中說:「人們對新冠防疫的呼籲是可以理解的,我們需要盡快採取行動,盡快實現接種目標。由於新冠狀病毒 (COVID-19) 疫情繼續肆虐社區,我們必須



聖馬刁縣已在多個地點開展了「週末」兒童新冠疫苗接種服務。(記者黃少華/華南報導)

Superintendent Woods-Cadiz met with the offices of Barbara Lee, Dianne Feinstein, and Alex Padilla to discuss AIMS progress and successes.

Superintendent Woods-Cadiz has been nominated as the CCSA Member Council Representative for Alameda and San Francisco County.

AIMS work around reopening and vaccination was highlighted in World Journal. A copy of the article is on AIMS Facebook page.

# Highlight of The Month : School Reopening

## COVID-19 School Guidance Checklist

January 14, 2021



**AIMS reopening information has been submitted to OUSD, Alameda County, and the State of California.**

**The priority is to get K-2 on campus first in the late spring, and then start in the 2021-2022 school year for all other grades. Parents will have the option to have their K-2 students return.**

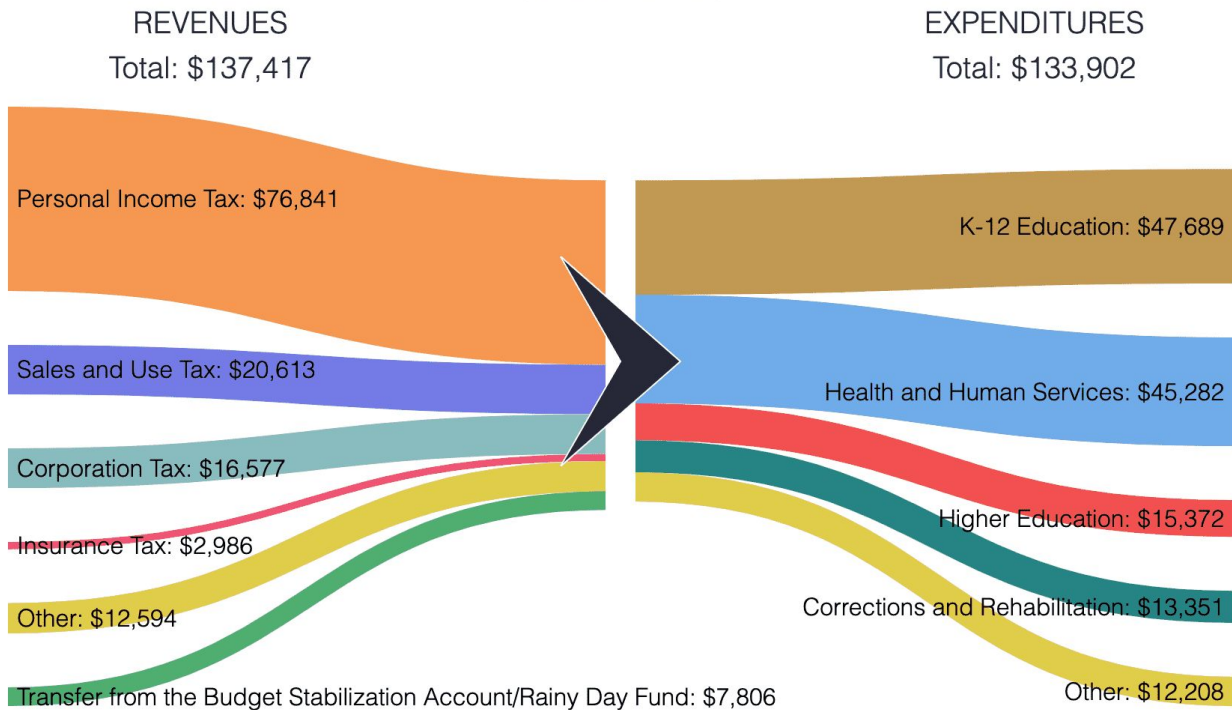
### **Next steps:**

- **Vaccination of staff- In progress**
- **Parent survey responses-To be sent the first week of March**
- **Staff survey responses-To be sent the first week of March**

# Highlight of The Month: Funding

## General Fund Revenues vs Expenditures

(Dollars in Millions)



**AIMS College Prep High School, and AIMS College Prep Elementary K-8 received Senate Bill 820 Growth Funding Eligibility. This allows these two schools to be funded at their increased enrollment rate.**

**2nd interim is complete. All schools are in good standing for revenues and expenditures.**

**The draft audit is complete. There are no areas of concern.**



# Highlight of The Month: Celebration!



# Coversheet

## AIMS K-12 Report

<b>Section:</b>	II. Non-Action Items
<b>Item:</b>	C. AIMS K-12 Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Elementary School Board Report Template January (1).pptx Middle School Board Report-February.pptx High School Board Report February.pptx

# AIMS K-5 Board Report

## Reporting Period February, 2021

Head of School Christopher Ahmad, AIMS College Prep Elementary School





# Highlights I Want The Board To Know

- We completed a full 5-week cycle of evaluations
- Most of the teachers did extremely well
- Students were all well behaved, attentive, and engaged
- Teachers were making great use of technology
- The rigor was still present

# SPECIAL GUEST

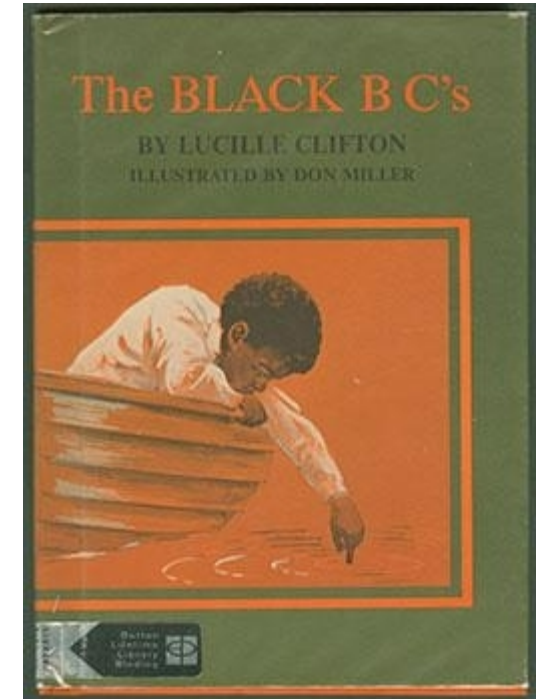
Olympic Bobsledder Cherrelle Garrett will be coming to one of our first grade classes on February 19th to talk to our students. She will be interacting with the students via Zoom.



# Black History Month

Niya Kemal (3rd grade) memorized this poem for Black History Month


\*Play Video



# Black History Month Projects

Name of Black Hero: Frederick Douglass

Draw your Hero below:



*celebrating influential black heroes*

**WE CELEBRATE THIS HERO BECAUSE ...**

We celebrate this hero because he is a former slave who tried to help slaves free themselves and gave speeches about how he wanted to end slavery. He was also a very brave person who escaped as a slave and followed his dreams.

**LIFE INFORMATION**

**BIRTH DATE:** February of 1818

**LOCATION:** Washington, D.C and Talbot County

**FAMILY MEMBERS:** Rosetta Douglass  
Charles Remond Douglass, Frederick Douglass, Jr. Annie Douglass, Lewis Henry Douglass

**EDUCATION:** Hillsdale College  
which was a very good school and an anti slavery school who didn't care about your sex, your race or your national origin.

**3 IMPORTANT LIFE EVENTS**

**EVENT #1** January 1, 1836  
He would plan an escape from his master.

**EVENT #2** September 3, 1838  
He wanted to follow his dreams so he fled the city.

**EVENT #3** 1845.  
He did something that would endanger his freedom, write an autobiography

**LIFE & LEGACY**

He was an author, an escaped slave and a abolitionist

**QUOTES/ SAYINGS**

*If there is no struggle, there is no progress. Power concedes nothing without a demand. It never did and it never will. What to the Slave is the 4th of July.*


**CREATED BY** DUA ALHAJ

**DEATH** February 20, 1895

Websites used: <https://www.pbs.org/wgbh/aia/part4/4p1539.html>  
<https://www.hillsdale.edu/frederick-douglass/#:~:text=Douglass%20visited%20Hillsdale%20College%E2%80%94an,midst%20of%20the%2>

Name of Black Hero: Rosa Parks

Draw your Hero below:



*celebrating influential black heroes*

**WE CELEBRATE THIS HERO BECAUSE ...**

Rosa Parks day honors an American civil rights hero.

Rosa Parks sat on a bus and the driver said to give up her seat but she refused for rights. The police arrested her, and what followed is Civil Rights history.

**LIFE INFORMATION**

**BIRTH DATE:** Tuskegee, Alabama

**LOCATION:** Tuskegee, Alabama

**FAMILY MEMBERS:** James and Leona McCauley, Raymond parks, Sylvester McCauley, Louisa McCauley,

**EDUCATION:** Rosa parks went to Pine level at age 11, and her mother enrolled her to Montgomery Industrial School for Girls

**3 IMPORTANT LIFE EVENTS**

**EVENT #1** Forced off of a segregated bus for sitting on a seat for white people.

**EVENT #2** Was married with Raymond parks at 1932

**EVENT #3** The year she was pushed off a bus was in 1955

**LIFE & LEGACY**

*Rosa parks is one of the most helpful black hero though on the days. She was sitting on a bus and was asked to give up her seat but she didn't care and wanted equal right then she got arrested though on that day she was a major help and she made other black people more confident.*

**QUOTES/ SAYINGS**

*No, the only tired I was, was tired of giving in. Each person must live their life as a model for others. Memories of our lives, of our works and our deeds will continue in others.*

**CREATED BY** Esui Boldbaatar

**DEATH** October 24, 2005, Detroit, MI

Websites used: <https://www.biography.com/people/groups/civil-rights-activists>



# PBIS MOVIE DAY!!!!

PBIS MOVIE DAY!



Time to cash in your PBIS points!  
(100 points)

When? Friday (2/19)!

Time? From 10am - 12pm

What will we watch?

- Coaches' choice!
- Many movies to choose from!
- K-1 movie, 2-3 movie, 4-5 movie

Have fun, students! You've earned it!

# Highlights Of The Month

**-K-2 Students are getting a “Buddy Bag.”**

**This is a bag to replenish items that students need for learning**

**crayons**

**scissors**

**whiteboard markers**

**whiteboards**

**lined paper**

**pencils**

**erasers**

**rulers**

# Elementary School Instructional Schedule In January

<b>8:45-3:30 K-2</b>	<b>Friday 8:45-2:00</b>
<b>8:30-3:30 2-5</b>	<b>Friday 8:30-2:00</b>

# Elementary School Method for Monitoring Instruction For January Hybrid Learning

Daily observations

Lesson Plans

Benchmarks

Reading Assessments



# **Elementary School Strategy for Communicating With Students and Parents Regarding January Opening**

**Parent Square**

**Zoom Meetings**

**Phone Calls**

# Elementary School Strategy for Addressing Concerns From Parents and Students

**Zoom Meetings**  
**Phone Calls**

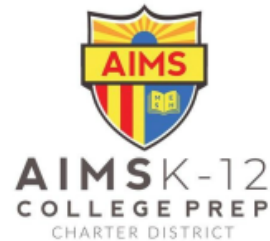
# Elementary School Challenges/Concerns and Method for Resolution

**Deciding whether or not to retain certain students during virtual learning**

# AIMS 6-8 Board Report

## Reporting Period February, 2021

Head of School Peter Holmquist, AIMS College Prep Middle School



# Introduction

**This slide deck contains information about AIMS College Prep Middle School. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Head may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**

# Highlights I Want The Board To Know

- **Compliance and ELD programming**
- **All Tied Up continues**
- **Computer repair for items that are within our scope**

# Highlights Of The Month

- **Completed Semester 1**
- **Compliance and ELD programming**
- **Computer repair for items that are within our scope**
- **Continuing replacement or distribution of school supplies and computers - in preparation for state testing**

# Middle School Instructional Schedule In February

	USC & Stanford (Ms.Jone & Ms. Bakheit)											
			Monday		Tuesday		Wednesday		Thursday		Friday	
	Block 1 (90 min)	9:00 - 10:30	USC (ELA)	Stanford (Math)	USC (Math)	Stanford (ELA)	USC (ELA)	Stanford (Math)	USC (Math)	Stanford (ELA)	USC (ELA & Hist Assessment & Evaluation)	Stanford (Math & Sci Assessment & Evaluation)
		10:30 - 11:00	Break									
Week 1	Block 2 (90 min) USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	USC Art (Frost)	Stanford Music (Hammer)	USC World Language (Spanish)	Stanford World Language (Mandarin)	P.E. (Mike)	P.E. (Tina)	USC (Math & Sci Assessment & Evaluation)	Stanford (ELA & Hist Assessment & Evaluation)
Week 2	Block 2 (90 min) USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	USC Art (Frost)	Stanford Music (Hammer)	USC World Language (Spanish)	Stanford World Language (Mandarin)	USC Art (Frost)	Stanford Music (Hammer)		
Week 3	Block 2 (90 min) USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	USC Art (Frost)	Stanford Music (Hammer)	USC World Language (Spanish)	Stanford World Language (Mandarin)	USC World Language (Spanish)	Stanford World Language (Mandarin)		
		12:30 - 1:00	Lunch									
	Block 3 (90 min)	1:00 - 2:30	USC (Math)	Stanford (ELA)	USC (ELA)	Stanford (Math)	USC (Math)	Stanford (ELA)	USC (ELA)	Stanford (Math)		
	Block A (60 min)	2:30 - 3:30	USC Science	Stanford History	USC History	Stanford Science	USC Science	Stanford History	USC History	Stanford Science		



# Hybrid Learning Grouping In (the future)

**Hybrid grouping has begun, coordinating:**

- **Equitable student groups on campus  $\frac{1}{3}$  of class**
- **Supported video conference meetings for  $\frac{2}{3}$  of class**
- **Rotation of the three groups, each group on campus for one day on, two days off**
- **Groups coordinated with different grade siblings, etc.**

# Middle School Method for Monitoring Instruction For Hybrid Learning

- **Weekly PLC interactions:**
  - grade level meetings
  - subject matter meetings
- **Syllabus oversight and Lesson Plan review**
- **Visitation of online classrooms**
  - using district evaluation program
  - focused on California Standards for the Teaching Profession (CSTP)
- **Review of Zoom & Schoology class recordings**
- **Grade checks and oversight through Powerschool and Schoology**

# Middle School Strategy for Communicating With Students and Parents Regarding January Opening

- ParentSquare messages from Middle School Administrators to families
- Parent Information meetings and tutorials around technology
- [Middleschool@aimsk12.org](mailto:Middleschool@aimsk12.org) and Teaching staff are the main conduit for communicating with students
- Phone calls and emails from staff for attendance (clerical, faculty, & administrators)
- Progress Reports and Report Cards
- Phone calls and emails from teachers for attendance, behavior, and grades
- Parent Square and Zoom meetings for resource pickup & scheduling
- Continuing technical help, including hardware exchange

# **Middle School Strategy for Addressing Concerns From Parents and Students**

- 1. Specific parent addresses a concern, usually through email or phone call, although sometimes in person at the front desk**
- 2. Staff (usually clerical or faculty) respond as best they can in the moment**
- 3. If there is no resolution in first contact, then the student's teachers are invited to weigh in with their information, or intervene for their student.**
- 4. If there is still no resolution, a MS administrator or other staff (ELD, SpEd) may become involved. If this is the first contact, step 3 will be enacted.**
- 5. If there is not resolution and no clear policy, there may be a meeting between stakeholders.**

# **Middle School Challenges/Concerns and Method for Resolution**

## **Engagement of students in online learning**

- **skills, practices, relationships**
- **continue to develop teacher investment in curriculum**
- **continuing to highlight and support SEL activities**

## **Professional Development continually addressed through**

- **unit/lesson planning for Semester Two/Quarter Three and beyond**
- **vendor, peer teacher, and administrator offering training**

# AIMS HS Board Report

## Reporting Period February 2021

Head of School Maurice Williams Jr., AIMS College Prep High School



# Introduction

**This slide deck contains information about AIMS College Prep High School. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Head may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**

# Highlights I Want The Board To Know



## MENTAL HEALTH 101 FOR TEENS

The Practical Guide to Mental Health, Self-Esteem, & Emotional Intelligence

By Tom Thelen, With Dr. Kirleen Neely, Dr. Kimberley Orsten Hooge, & Dr. Elliott Kagan



**AIMS HS Virtual Campus Tours:** AIMS HS will held 5 engagements (3 Student; 1 AIMS HS Families; 1 General Community) to encourage all students to apply or attend AIMS HS for the 2021-22 Academic School year. Both the family and community meetings were hosted in Cantonese and Spanish translations.

**Mental Health Fridays Begin in March:** As part of our effort to increase Mental Health awareness at our campus, our teachers will meet once a month with their homeroom classes to discuss topics from the new book **Mental Health 101 For Teens.** Mental Health topics will be determined by AIMS Administration and teachers. AIMS Socioemotional Counselor Anthony Castellano will help support AIMS HS administration with the mental health days.

**AP / Statewide Exam Prep Begins March 1:** Effective March 1, all AIMS HS AP teachers will reduce their academic course loads to begin preparing exclusively for all AP / Statewide exams.



# Highlights Of The Month



**1. On-Campus Small Group Instruction has resumed at AIMS HS:** Nearly 42 students have participated in on-campus learning (Freshmen / Sophomores - Monday/Tuesday and Juniors / Seniors - Wednesday / Thursday). More students are expected to attend small group instruction in the coming weeks.

**2. AIMS HS Begins PBIS Rewards for Virtual Learning:** PBIS Rewards is an digital awards program in which students can earn points (E-Bucks) by exhibiting the following AIMS positive behavior traits during virtual learning:

- 1 Pt.** - Be **Accountable**, on time, and ready to learn (with face on camera)
- 1 Pt** - Have **Integrity**, honest participation, and be involved throughout class
- 1 Pt.** - Be **Mindful** of work quality and submit assignments on time
- 1 Pt** - Be **Safe**, respectful, and responsible during class

Students can use their earned points to purchase items from the AIMS HS PBIS student store.



# High School Instructional Schedule In February



## 2020 / 21 AIMS HS DISTANCE LEARNING MASTER BELL SCHEDULE (15 minute reduction per class period)

Periods	Monday / Wednesday (Periods 1-4)	Periods	Tuesday / Thursday (Periods 5-8)	Periods	Friday A (Periods 1-4)	Periods	Friday B (Periods 5-8)
1	8:30 - 9:45	5	8:30 - 9:45	1	8:30 - 9:15	5	8:30 - 9:15
Transition A	10:00 - 10:10	Transition A	10:00 - 10:10	Transition A	9:30 - 9:40	Transition A	9:30 - 9:40
2	10:10 - 11:25	6	10:10 - 11:25	2	9:40 - 10:25	6	9:40 - 10:25
Lunch	11:40 - 12:40	Lunch	11:40 - 12:40	Transition B	10:40 - 10:50	Transition B	10:40 - 10:50
3	12:40 - 1:55	7	12:40 - 1:55	3	10:50 - 11:35	7	10:50 - 11:35
Transition B	2:10 - 2:20	Transition B	2:10 - 2:20	Lunch	11:50 - 12:30	Lunch	11:50 - 12:30
4	2:20 - 3:35	8	2:20 - 3:35	4	12:30 - 1:15	8	12:30 - 1:15
Prep / Office Hours	3:50 - 4:30	Prep / Office Hours	3:50 - 4:30	Prep / Office Hours	1:30 - 2:00	Prep / Office Hours	1:30 - 2:00
B Period	4:00 - 5:15	B Period	4:00 - 5:15	B Period	1:40 - 2:25	B Period	1:40 - 2:25



### 2020-21 AIMS HS Friday A / B Schedule

*Previous Monday school closures resulted in an inequity of minutes for classes with Monday block schedules. For these reasons, 6 minimum days have been converted to full school days, which will allow our dual-pathway college courses and Periods 1-4 to receive regular instruction, without significant disruption to our existing bell schedule.*

February 5, 2021	Friday B (5-8)	Minimum Day
February 12, 2021	No School	Staff Development
February 19, 2021	Friday A (1-4)	Full Day
February 26, 2021	Friday A (1-4)	Minimum Day
March 5, 2021	No School	Staff Development
March 12, 2021	Friday B (5-8)	Minimum Day
March 19, 2021	Friday A (1-4)	Minimum Day
March 26, 2021	Friday B (5-8)	Minimum Day
April 2, 2021	Friday A (1-4)	Minimum Day
April 9, 2021	No School	Spring Break
April 16, 2021	Friday A (1-4)	Full Day
April 23, 2021	Friday B (5-8)	Minimum Day
April 30, 2021	Friday A (1-4)	Minimum Day
May 7, 2021	No School	Parent Conferences
May 14, 2021	Friday B (5-8)	Minimum Day
May 21, 2021	Friday A (1-4)	Minimum Day
May 28, 2021	Friday B (5-8)	Minimum Day
June 4, 2021	Friday A (1-4)	Full Day
June 11, 2021	Friday B (5-8)	Minimum Day
June 18, 2021	No School	Staff Development / Graduation

# 2020-21 AIMS HS AP Testing Schedule

Test	Date	Grade	Time	Method
AP Environmental Science	Thursday, May 27, 2021	9	1:00 PM	Digital, At Home or In School
AP Human Geography	Friday, May 28, 2021	9	9:00 AM	Digital, At Home or In School
AP World History	Wednesday, May 19, 2021	10	9:00 AM	Digital, At Home or In School
AP Biology	Thursday, May 27, 2021	10	9:00 AM	Digital, At Home or In School
AP US History	Wednesday, May 19, 2021	11	9:00 AM	Digital, At Home or In School
AP English Language and Composition	Wednesday, May 26, 2021	11	9:00 AM	Digital, At Home or In School
AP Macroeconomics	Wednesday, May 19, 2021	12	1:00 PM	Digital, At Home or In School
AP Psychology	Thursday, May 20, 2021	12	1:00 PM	Digital, In School and At Home
AP US Government and Politics	Friday, May 28, 2021	12	9:00 AM	Digital, At Home or In School
AP English Literature and Composition	Tuesday, June 1, 2021	12	9:00 AM	Digital, At Home or In School
AP Computer Science Principles (Portfolio)	Thursday May 20	10-12	By 11:59 p.m. EST	Submission Portfolio
AP Mandarin	Friday, May 21, 2021	10-12	12:00 PM	Computer Based, Paper, In School
AP Computer Science Principles (Exam)	Wednesday 5/26/2021 Exam	10-12	1:00 PM	Digital, At Home or In School and Portfolio
AP 2D Art & Design	Thursday, May 20, 2021	11-12	By 11:59 p.m. EST	Submission Portfolio
AP Calculus	Wednesday, June 9, 2021	11-12	9:00 AM	Digital, In School and At Home
AP Chemistry	Thursday, June 10, 2021	11-12	9:00 AM	Digital, In School and At Home
AP Statistics	Thursday, June 10, 2021	11-12	1:00 PM	Digital, In School and At Home

**New 2020-21 AP Testing Format:** Rather than offering a single testing approach that would serve only some students and educators well, College Board is offering a variety of testing options that reflect the unique characteristics of each exam.

- Most subjects are full-length digital exams only, administered in school or taken at home due to coronavirus precautions.
- This year's AP Mandarin exams will be computer based and in-person.
- Unlike last year, Collegeboard will not modify its AP tests. AIMS HS administration has required to use of AP classroom and other AP prep strategies since the start of the school year, to help improve AP scores, despite distance-learning procedures.

# 2020-21 AIMS HS State Testing Schedule

**New CAASPP Format:** CDE has modified this year's statewide testing to one test per ELA and Math subject, which should take approximately an hour for students to take. Only 11th graders are permitted to take the exams.

- Because students did not take their statewide exams during the 2019-20 academic school year, AIMS HS set aside some time in the academic calendar for test review and sample tests based upon the new format.

**New Statewide Science Tests:** Beginning this year, all high school students must take the new statewide science exam before they graduate from high school. All 12th grade students will be required to take the science test, and we are opting for 11th grade students to take the exam to receive baseline data / test readiness.

State Test	Date	Grade
CAASPP ELA	6/2/2021, Wednesday	11th Grade
CAASPP MATH	6/3/2021, Thursday	11th Grade
CAASPP SCIENCE	4/27/2021, Tuesday	11th / 12th Grade

# AIMS HS Mental Health Survey



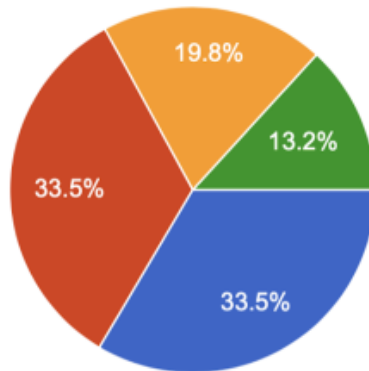
**AIMS HS Mental Health Survey:** On Friday, February 5, AIMS HS administered an anonymous mental health survey to its 5th period students before the start of class.

- The AIMS HS Mental Health survey questions were designed by Mental Health America's website and were adapted by Head of School Williams, Student Affairs Specialist Jasmine Raines, and AIMS Socioemotional Counselor Anthony Castellano.
- The survey took approximately 10 minutes for respondents to complete.
- 366 out of 445 students completed the survey (82.2%).
- Following the survey, students were prompted to contact Mr. Anthony Castellano if they wished to speak or meet with a mental health professional for support.
- AIMS HS Mental Health Survey results will be released to the AIMS HS community during next month's AIMS HS Newsletter.

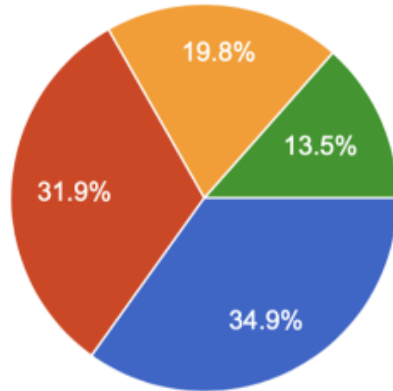


# AIMS HS Mental Health Survey Results

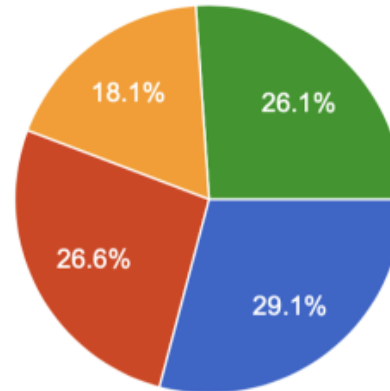
1. Little interest or pleasure in doing things that you used to enjoy



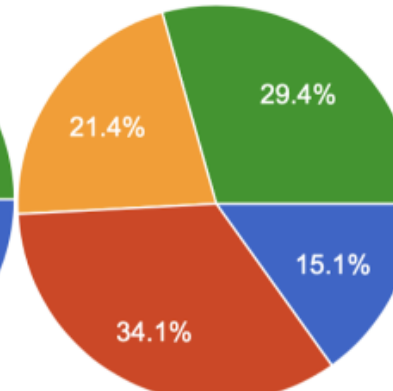
2. Little interest or pleasure in doing things that you used to enjoy



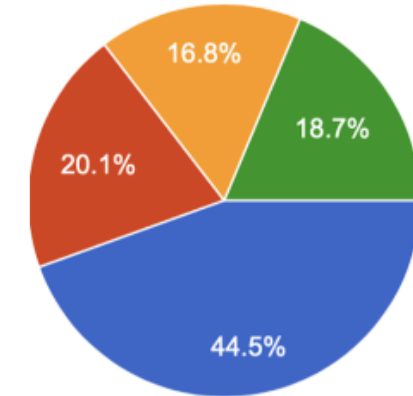
3. Trouble falling or staying asleep, or sleeping too much



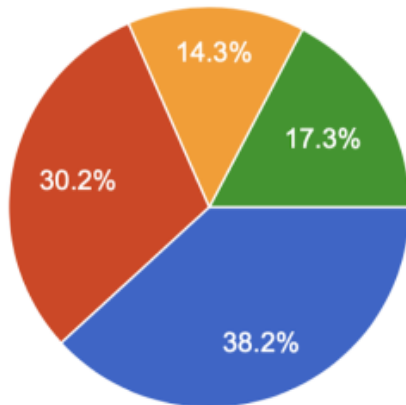
4. Feeling tired or having little energy



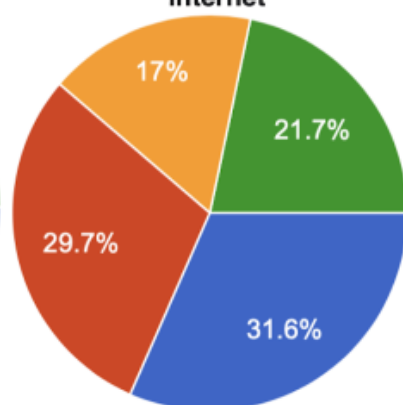
5. Feeling tired or having little energy



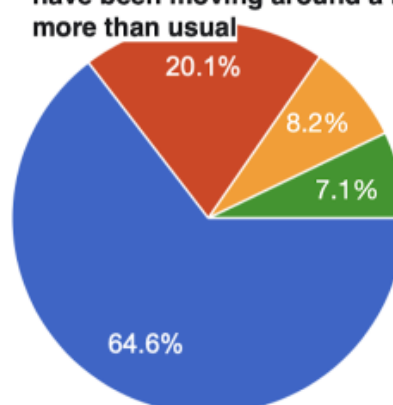
6. Feeling bad about yourself- or that you are a failure or have let yourself or your family down



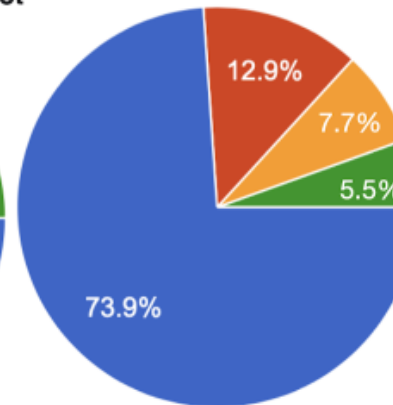
7. Trouble concentrating on things, such as schoolwork, reading for pleasure, or watching tv / internet



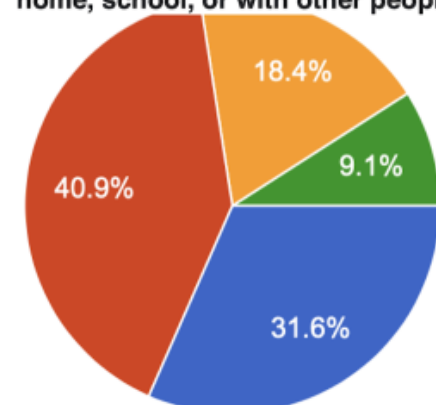
8. Moving or speaking so slowly that other people could have noticed ; Or the opposite - being so fidgety or restless that you have been moving around a lot more than usual



9. Thoughts of self-harm or injury or dropping out of school altogether



10. Of the problems that you've identified above, how difficult have these problems made it for you at home, school, or with other people?



NOT AT ALL

SEVERAL DAYS

MORE THAN HALF THE DAYS

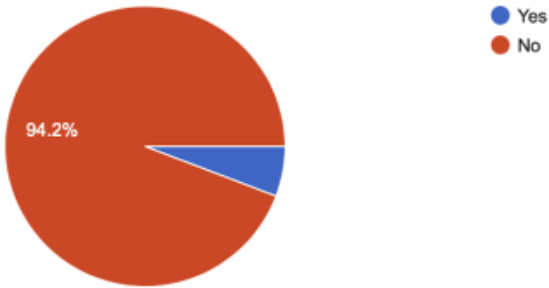
NEARLY EVERY DAY

# AIMS HS Mental Health Survey Results

## About Your Mental Health

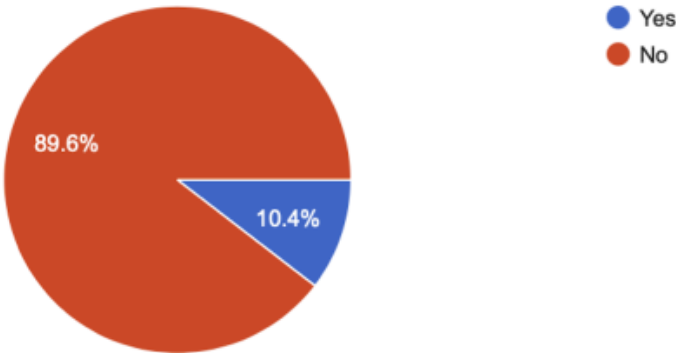
Have you ever been diagnosed with a mental health condition by a professional (doctor, therapist, etc.)?

364 responses



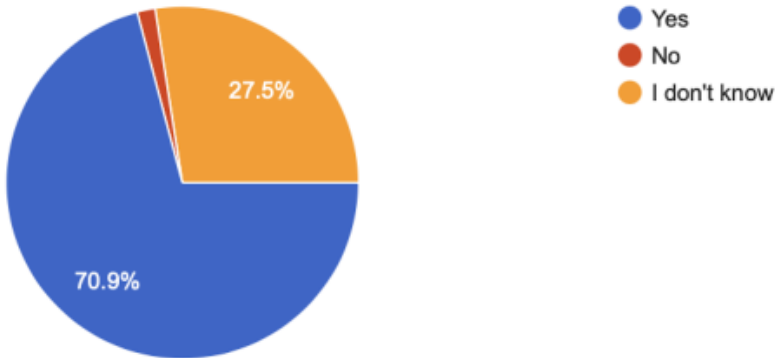
Have you ever received treatment/support for a mental heath problem?

364 responses



Do you have health insurance?

364 responses

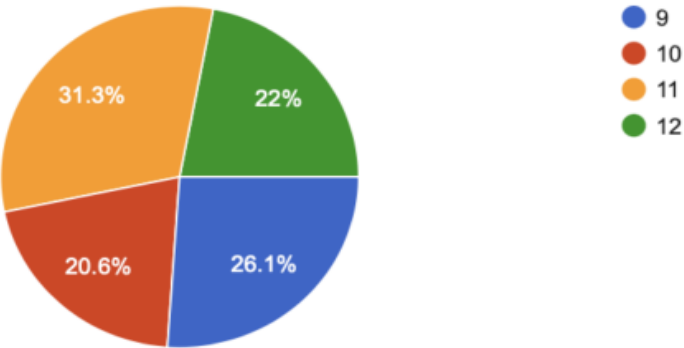


# AIMS HS Mental Health Survey Results

## Demographic Information

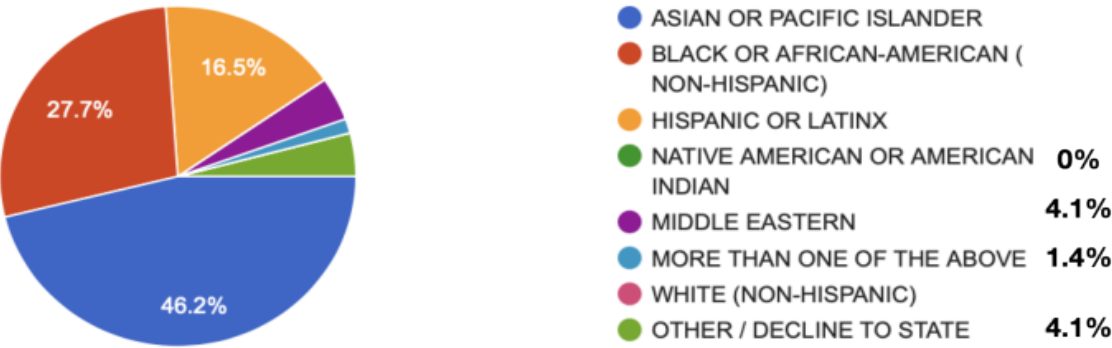
### Grade

364 responses



### Race/Ethnicity

364 responses





# High School Challenges/Concerns and Method for Resolution

## Top 5 Issues Contributing to AIMS HS Student Mental Health Problems

### 1. Academic Pressure

### 2. Loneliness / Social Isolation

### 3. Coronavirus / Fear of the Unknown

### 4. Relationship Problems (Family / Peers)

### 5. Being Away From School / Distance Learning

#### 1. Deeper analysis is needed

- Causality v. Correlation
- Determine whether the issues are general in nature or exasperated by Coronavirus / distance learning
- Demographic trends
- Create related survey of students that are attending on-campus learning

#### 1. What mechanisms do students have / unable to utilize to deal with these issues

- Friends, allies, activities
- Counselor / Mental Health Professional
- Student resilience

#### 1. What can AIMS do to help mitigate these issues

- Review of Academic Course load, without compromising AIMS quality and standards
- Mental Health Fridays / Mental Health 101 Book
- Kaiser Ghosted Programs
- Student Government, Activities, Sports, PBIS, etc.

# Coversheet

## ELD Report

<b>Section:</b>	II. Non-Action Items
<b>Item:</b>	D. ELD Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	ELD Board Report-February.pptx

# AIMS K-12 English Language Development

Reporting Period February 2021

Vannee Chand, ELD Coordinator



# Highlights I Want The Board To Know

- Teachers attend Professional Development series on Integrated and Designated ELD.
  - New EL strategies, ELD Standards
- Newcomers
  - Support with technology navigation
  - Parent Communication
  - ELD Class Course
  - After-School Tutoring
  - Supplemental Programs
  - Support Gen. Ed teachers with Newcomers
- Summative ELPAC
  - Moodle Training
  - Remote Testing
- ESL Class
  - In progress...

# Summative ELPAC

- Remote ELPAC
- AIPCS I-72
- AIPCS II-223
- AIPHS-79
- Four Domains-Speaking, Listening, Reading, and Writing.

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

## **Curriculum/Intervention**

- Elementary-Benchmark Advance/Booknook
- Middle School-Launch/Link to Literacy/Push-In support
- High School-Launch/Link to Literacy/Edge/Language Lab

## **Blended Learning**

- Newsela, Quill, Rosetta Stone, Learning Ally

## **Platform**

- Schoology
- Video Conferencing: Zoom
- Google Docs, Google Translate

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

- **Professional Development on ELD with additional 3 workshops once a month.**
  - Focus on Integrated and Designated ELD
  - All teachers are required to provide support to all language levels.
- **ELD Google Drive will be shared with teachers.**
  - Newcomer Resources
  - LTEL Resources
  - EL Strategies
  - SDAIE Lessons
  - ELD Standards and more
- **ELD Intervention Staff and ELD Teacher will provide intervention and tutoring.**
  - Schedules will be made for each teacher and a list of ELs will be provide with levels.
- **ELD Coordinator will provide teacher support with integrated and designated ELD.**
  - Continued training and EL Resources shared.
  - Will meet teachers one on one to check for understanding.
- **ELD Coordinator will oversee ELD platform usages for ELs.**
- **Communication Log will be completed by all ELD staff.**
- **ELD Coordinator will send out notifications to families on their child's EL status and ELD Program.**

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

- Remote ELPAC
  - Difficulties with secure web browser downloading.
  - Not all Chromebooks are working properly
- Behind in schedule
  - Feb. 1-May 31st
  - CDE send survey to LEA Coordinators



# Coversheet

## Education Coordinator, College Bound Kids Report

<b>Section:</b>	II. Non-Action Items
<b>Item:</b>	E. Education Coordinator, College Bound Kids Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	February CBK Board Report.pptx

# AIMS K-12

## College Bound Kids

### February 2021 Reporting Period

Matthew Gordan, College Bound Kids Coordinator



# Introduction

**This slide deck contains information about the College Bound Kids initiative. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Coordinator may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**

**Highlights I Want The Board To Know:** Below is the requested chart detailing GPAs of schools in relation to AIMS student GPAs. Please note schools use their own GPA formula, not ours, when reviewing apps.

	Berkeley	Davis	Irvine	UCLA	Merced	Riverside	San Diego	Santa Barbara	Santa Cruz
Weighted GPA of middle 25%-75% students from admission. <i>universityofcalifornia.edu</i>	4.13 - 4.30	3.97 - 4.25	3.96 - 4.26	4.18 - 4.31	3.40 - 3.96	3.65 - 4.11	4.04 - 4.28	4.03 - 4.27	3.71 - 4.16
Total AIMS apps	68	80	63	75	32	43	61	52	72
Apps with at least high end average	34	39	34	31	14	25	31	26	37
Apps with at least low end average	44	52	45	39	26	35	40	33	57
	Cal Poly-Pomona	Cal Poly-SLO	Cal State EB	Cal State LA	San Diego State	SF State	SJ State		
Average Unweighted GPA from <i>CollegeSimply.com</i>	3.43	3.87	3.1	3.18	3.6	3.2	3.31		
Total AIMS apps	27	30	38	22	37	48	54		
Apps with at least the average	18	15	32	13	19	41	46		

## Non-UC/CSU School Applications

USF (11)	Brown (6)	Harvard (5)	Pepperdine (3)	Caltech (4)	Dartmouth	U of Lynchburg	Hawaii Pacific (3)
USC (19)	Columbia (2)	NYU (6)	Stanford (12)	Carnegie Mellon (2)	Duke (2)	Penn College of Tech	Fl. Institute of Tech
Pacific (10)	Cornell (4)	Northwestern (3)	Yale (4)	Case Western (3)	Johns Hopkins (2)	Washington U (St. Louis)	LSU
Pomona College (5)	Pitzer (2)	Scripps	Princeton (2)	UPenn (3)	Williams College (2)	Rice	Fordham
St. Mary's (2)	U of San Diego (3)	University of Virginia	Suffolk University	U of Portland	Sewanee	Reed College (2)	Hendrix College
Holy Names (3)	Puget Sound (3)	University of Oregon	Dominican	Rensselaer Polytech	Hofstra	Albany College of Pharmacy Sciences	Benedictine College
Whitman	Concordia	UMass	Union College (2)	The New School	Skidmore	Clarkson	Chapman
Seton Hall	Mills College	Boston University	Howard (7)	Charles Drew (19)	Norfolk State (9)	Clark Atlanta (2)	Morehouse (2)

...Continued from previous page...

Paul Quinn (7)	Langston (10)	Morgan State (2)	Kentucky State (8)
Clinton (20)	Maryland Eastern Shores (5)	Dillar (3)	Hampton
Stillman (8)	Lincoln (22)	Harris-Stowe	Grambling
Talladega	Tuskegee	Xavier (3)	Fisk (2)

## Why are more students not applying to non-UC/CSU schools? Results from survey where I asked them to choose whichever options apply to them:

- \***46.3%** said they only want to attend a UC or CSU or California community college
- \***39%** said they don't want to leave California for school
- \***34.1%** said private schools are too expensive
- \***30.5%** said after applying to UC/CSUs and maintaining current classes, they're just too tired to apply to private schools
- \***28%** said COVID-19 makes them want to stay near family
- \***25.6%** said private schools are too hard to get into
- \***7.3%** said they don't know anything about private schools
- \***7.3%** said private schools aren't diverse enough
- \***3.7%** said private schools are too small

# Established College Bound Priorities

## Current Priorities:

- \*Guide Seniors through college application process, currently:**
  - Submitting application updates to schools**
  - Submitting supplemental paperwork**
  - Submitting letters of rec for schools and/or scholarships**
- \*Provide awareness and help with current scholarship opportunities**
- \*Scheduling future meetings with AIMS alumni and financial literacy folks**
- \*Ensure Seniors complete financial aid paperwork (FAFSA, Dream Act, CSS, Cal Grant)**
- \*Keep track of and nag Seniors in regards to completing credit recovery in order to graduate this year**
- \*Begin meeting with Juniors and acclimating them to the college process.**



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

\*In terms of Juniors, I communicate when there is news or opportunities to share. They receive a group email from me once a week, sometimes more. But I have begun going into the Junior SAT/AP Prep classes and presenting to them.

\*In terms of Seniors, I have 3 class periods with all of them. Our communication is all day everyday, with communication occurring in a variety of ways: group emails to the entire grade, group emails to specific class periods, emails and messages to individual students, updates posted to the Schoology class wall, lecture time during class, 1-on-1 virtual meetings that take place throughout the day, and in a couple instances, over the phone.

# Established Daily/Weekly Schedule for Working With Elementary and Middle School

For the first semester there is minimal contact between myself and the other schools because all my time and focus needs to be with the Seniors. I have however communicated with Mr. Ahmad and Mr. Holmquist and formulated plans to work with their schools during the 2nd semester:

Elementary School: Will provide elementary-friendly worksheets and activities to do with the students so they can familiarize themselves with the idea of college (think word searches and such) while also taking them on virtual tours of colleges so they can view images and try to anchor themselves in what's an abstract idea for them.

Middle School: Kind of like "Choose Your Own Adventure," the students will be presented a few different narratives centered around a fictional student and the different roads they can take to reach their goals in terms of colleges and careers. Example: The narrative will follow what John Doe needs to do-- and the different ways to accomplish it all-- in order to become an engineer. Virtual tours of colleges will also be used.

# Scholarship Searches and Results

This is an ongoing process...

\*6 applied to QuestBridge, 7 to Bill Gates, 5 to Coca-Cola

\*1 recipient of the Posse Scholarship (full tuition to University of Puget Sound). 5th year in a row we've had a winner!

\*1 recipient of the Triple-Impact Scholarship (Bay Area scholar athlete award)

\*2 recipients of Oakland Promise Black Excellence grant (and counting)

\*1 recipient of Black College Expo scholarship

Scholarships are now a main component of the 2nd semester of College Planning class. We've already had 5 scholarship assignments, including area scholarships:

- >Marcus Foster Scholarship

- >Oakland Promise

- >Chevron Bay Area

- >Asian and Pacific Islander Scholarship

Students are being assigned a mixture of “easy” scholarships that can be completed in class, along with more competitive scholarships, like the ones above, that require essays and letters of rec.

Juniors have been alerted to a couple scholarships they are eligible for as well.

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

\*When necessary, 9th-11th graders individually receive communication from me in regards to credit recovery (10th-11th) and AP registration (9th-11th).

\*The entire Junior class receives information from me once a week on opportunities they should look into (examples: internships, college tours) and/or updates that affect them (like SAT requirements).

\*The 100 Seniors hear and read my words everyday via our classes together (lecture time), group emails to the entire grade, group emails to specific class periods, emails and/or messages to individual students, updates posted to the Schoology class wall, 1-on-1 virtual meetings that take place throughout the day, and in a couple instances, over the phone.

# Qualitative and Quantitative Results for Response to Student and Parent Inquiry

Main Inquiry Topics:

Credit recovery

Graduation requirements

Any and every matter relating to the college application process

I have communicated on a personal basis with every Senior. In terms of how often, I'm connecting with at least 45 Seniors a day between class time, 1-on-1 meetings, and personal email/messaging correspondence.

Every Senior had a 1-on-1 UC application meeting with me the week before Thanksgiving break.

# Coversheet

## Operations Report

<b>Section:</b>	II. Non-Action Items
<b>Item:</b>	F. Operations Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Operation's February Board Report .pptx

# AIMS K-12 Operations

## Reporting Period February 2021

Marisol Magana, Operations Director  
Tiffany Tung, Operations Manager



# Introduction

**This slide deck contains information about the Operations department. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Director or designee may take a short time to highlight any items that may be of specific interest to the board.**



# Highlights I Want The Board To Know

## Reporting

- Working on CALPADS Fall 2 for for AIPCS, AIPCS II and AIPHS
- Federal Program Monitoring (FPM)

## Facilities & Maintenance

- Preparing February 2021 mid year certification for Facilities grant for AIPCS/AIPCS II
- Continue to do maintenance and classroom set up
- Renewed Construction Permit for Bathroom Renovation for 12th Street

## Food Service Program

- Federal and State audits require three Wellness Committee meetings be held in the 2020-2021 school year. The first District Wellness District Wellness committee held virtually on February 10th at 4:30pm. The committee will be comprised of faculty, student, and parents.
- December federal/state reimbursement report submitted for AIPCS, AIPCS & AIPHS reimbursement.

## AIMS Lottery

- Preparing for AIMS lottery for new students. Lottery will be held on March 9, 2021



**Date:** Wednesday, February 10, 2021

**Time:** 4:30 p.m. – 5:30 p.m.

**Place:** Virtual Meeting Link: Topic: AIMS District Wellness Committee Meeting  
February

Join Zoom Meeting

<https://zoom.us/j/93396985276?pwd=V1BIWVY3TGkwN2FWUkxIMIZ2U0J3UT09>

Meeting ID: 933 9698 5276

Passcode: w12zQF

AIMS K-12 College Prep believes in nurturing students in mind, body and spirit. We are hosting a School Wellness Committee to bring together families, staff, community members and students to help us live this vision.

**Purpose of Committee:** The district wellness committee provides a way to inform teachers, staff, students and families about the work the school is doing to improve the health, socio-emotional and academic success of its students. The school wellness committee is also a way to ensure that district level wellness policies are implemented at the school site level.

The goal of this meeting will be to discuss avenues for students, staff and families to access resources and training on physical education & activity, employee wellness, nutrition, social-emotional health and learning, policy, and more.

*Please join us in an open discussion around the benefits of health education and socio-emotional wellness  
All are Welcomed!*

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

Attendance will be completed online through our Student Information System (SIS) PowerSchools.

**PowerSchool** is a student information system, used to record and track student records, including grades and attendance. This system allows educators and administrators to effectively and conveniently manage student records. PowerSchool stores our attendance, grades, student demographics, contact information, which syncs federal and state information to CALPADS.

- Attendance codes have been created to differentiate online and in person instruction.
- Attendance engagement training will be held for all teachers to ensure attendance engagement is completed accurately.
- PowerSchool Logins have been provided to all teachers and staff that will be responsible for attendance.
- Attendance is taken by teachers. Administrative Assistance/Attendance Clerks confirm that attendance is submitted daily and on time.
- Laptops were distributed to all teachers to ensure technology needs were met to ensure daily attendance can be taken.
- Weekly and monthly attendance audit will be reviewed and signed electronically by all teachers taking attendance.

# ADA Attendance Results for Elementary, Middle, and High for January/February

	School Days 1/1/21 to 1/31/21 (19 Days)	School Days 2/1/21 to 2/17/21 (11 Days)
<b>Elementary - 432</b>	98.77%	98.72%
<b>Middle - 459</b>	97.16%	97.35%
<b>High School - 445</b>	96.91%	98.21%

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

- We are using our student information system (SIS)- PowerSchool to ensure that attendance is taken correctly and on a timely matter.
- **Effectiveness and Daily Accountability:** Admin staff checks that teachers are submitting attendance on time if they do not they email the teachers 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.
- **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:**

- **Due to distance learning, attendance may not be completed in a timely manner**
- **Internet connectivity may be problematic for teachers and students**

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

- 1. Attendance checklist was created for teachers and staff**
- 2. Attendance audits are reviewed by administrative staff to ensure attendance is accurate.**
- 3. Laptops have been distributed to students.**

# Coversheet

## Consent Calendar

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

**Purpose:**

**Submitted by:**

**Related Material:**

Revised.By.Laws.rev 2.25.21\_\_3\_.Edited.pdf

Insurance\_Memo\_Workers\_Compensation\_February\_2021\_board\_meeting.docx

Insurance\_Memo\_Student\_Accident\_Insurance\_February\_25\_\_board\_meeting.docx

2020-2021\_SWING\_CONTRACT.pdf

WC\_2021\_ACORD\_-\_AIMS.pdf

WC\_Oak\_River\_\_21.pdf

POLICY\_#10-SR-129237\_Student\_Accident\_2021.pdf

American\_Indian\_Model\_School\_MOU\_Packet\_20-21\_(2).pdf

Historical\_Swing\_Expenses.pdf

# **BY-LAWS OF AMERICAN INDIAN MODEL SCHOOLS**

## **Article 1 OFFICES**

### **Section 1. CORPORATE NAME**

The name of this corporation is American Indian Public Schools. ("Schools")

### **Section 1.2 PRINCIPAL OFFICE**

The principal office of the corporation shall be located at 171 12<sup>th</sup> Street, Oakland, California 94607 in Alameda County of California.

### **Section 1.3 OTHER OFFICES OF THE CORPORATION**

The corporation may also establish branch or subordinate offices at any place or places within or without the state of California, where it is qualified to conduct its activities.

## **Article 2 PURPOSES**

### **Section 2. PURPOSES**

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote the American Indian Model Schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The specific purposes for which this corporation is organized are to meet the academic, social, cultural and developmental needs of students, and in an environment that respects the integrity of the individual student and diverse cultures and knowledge and which creates educational partnerships among teachers, students, parents, and the wider community consisting of individuals businesses, institutions and cultural organizations.-

## **Section 2.1 POLICY OF NONDISCRIMINATION**

American Indian Model Schools is a non-sectarian in its programs, policies, employment, practices and all other operations. As a public charter school, it does not charge tuition, or discriminate on the basis of race, national origin, gender, sexual orientation, religion or spiritual practice or disability.

### **Article 3 BOARD OF DIRECTORS**

#### **Section 3. GENERAL POWER**

The Board shall conduct and direct the affairs of the Corporation and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, and these Bylaws. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board's ultimate jurisdictions. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

#### **Section 3.1 SPECIFIC POWERS**

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the fully responsible for the operation of the operations and fiscal affairs of the American Indian Model Schools including, but limited to the following:

- . Elect and remove Directors including those placed by outside entities
- . Set policies for schools and organization
- . To call, hold, and conduct meetings of the Corporation's Board in accordance with the Ralph M. Brown Act (Government Code §§54950 *et. seq.*) ('the Brown Act').
- . Hire, supervise, evaluate, discipline and dismiss the Superintendent of AIMS
- . Approve contractual agreements
- . Approve and monitor the implementation of general policies of AIMS.
- . Approve and monitor AIMS annual budget and budget revisions.
- . Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of AIMS in accordance with applicable laws and the receipt of grants and donations consistent with the mission of AIMS.
- . Contract with an external independent auditor to produce an annual financial audit according to generally accepted account practices.
- . Approve annual independent fiscal audit and performance report
- . Establish operational committees as needed.



- . Borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore.
- . Engage in ongoing strategic planning.
- . Act as a hearing body and take action on recommended student expulsions.
- . Change the principal office of the principal business office in California from one location to another
- . Amend the Articles of Incorporation and By-laws

### **Section 3.2 NUMBER OF DIRECTORS AND QUALIFICATIONS**

The corporation shall have at least five (5) and no more than fifteen (7) directors and collectively they shall be known as the Board of Directors. The number may be changed by amendment of these Bylaws, or repeal of these Bylaws and adoption of new Bylaws, as provided in these Bylaws.

The qualifications for Directors are generally the ability to attend board meetings, a willingness to actively support and promote the corporation and a dedication to its charitable endeavors. The desired qualifications for serving as a director are a business owner/managers from the Bay Area; a person with background in finance, investments city business and/or banking; a person with educational leadership experience and background; a persona affiliated, or has been affiliated with a college or university; one director may be a university student, and/or alumni of AIMS Charter Schools a person with a fund development background; and a person affiliated or familiar with commercial real estate expertise.

### **Section 3.3 NOMINATION, ELECTION AND TERM OF OFFICE**

- (a) **Nomination** – The President of the board shall appoint a Board Nominating committee to nominate qualified candidates for election to the board at least 40 days before the date of any election of directors. The Board Nominating Committee shall make its report at least 10 days before the date of the election, or as such other time that the board may act, and the secretary or president shall forward to each member of the board of directors, with notice of meeting required by the Bylaws, a list of candidates nominated by the committee.
- (b) **Election** – The Board shall elect all Directors, whether due to vacancy, completion of term of office, or otherwise, by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole renaming Director.
- (c) **Time of Elections** – The Board shall elect Directors at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Each new Director shall take office at the conclusion of the Annual Meeting at which he/she is elected.
- (d) **TERMS OF OFFICE** - Terms of office for each director shall typically be four (4) years, with

new directors seated at the annual board meeting and with terms staggered so that, as near as possible, one half of the Board comes to the end of their term each year. A director may serve no more than two consecutive four-year terms. Upon a showing of special circumstances, a director may request, and with Board approval, be appointed to a one-year term.

### **Section 3.4 COMPENSATION**

Directors and members of committees shall receive no compensation for their services as directors, but may receive just and reasonable reimbursement for expenses.

### **Section 3.5 RESTRICTION REGARDING INTERESTED DIRECTORS**

Notwithstanding any other provision of these Bylaws not more than twenty-five percent (25%) of persons serving on the board may be interested persons. For purposes of this section, "interested persons" mean either:

- (a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full-or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in law or father-in-law of any such person.

However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation

### **Section 3.6 VACANCIES**

Vacancies on the Board of Directors shall exist (1) on death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under in Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the directors then in office. Any director missing two consecutive board meetings is subject to removal. Said removal can be effectuated through majority vote of those directors' present. The board president is the sole spokesperson for the board. Any reporting at the local, county, state, or national level will be done by the president of the board. Any director acting as spokesperson for the board without a unanimous vote of the board ( other than the board president), or reporting at the local, county, state, or national level on board matters will be removed from the board, and will bear any legal cost or impact that may occur as a result of said communication.

Any director who communicates matters from closed session with the exception of items being reported out in an official open session reporting will be removed from the board, and will bear any legal cost or impact that may occur as a result of said communication.

Any director may resign effective upon given written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

Vacancies on the board may be filled. Directors nominated to fill vacancies may be elected by majority vote at any regular or special meeting.

A person elected to fill a vacancy as provided by this Section shall hold office until the end of the term they are filling or until his or her death, resignation or removal from office.

### **Section 3.7 NON-LIABILITY OF DIRECTORS**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

### **Section 3.8 INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

To the fullest extent permitted by law, this corporation shall indemnify its Directors, officers, employees and other persons described in Corporations Code section 5238(a), including persons formerly occupying such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding" as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board by any person seeking indemnification under Corporations Code Section 5238(b) or (c), the Board shall decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or (c) has been met, and if so, the Board may authorize indemnification.

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in the defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

## **Article 4 MEETINGS OF THE BOARD**

### **Section 4. PLACE OF MEETINGS**

Meetings shall be held at the principal office of the corporation or the publicly noticed location stated on an agenda posted in compliance with the Brown Act. Any meeting regular or special, may be held by conference telephone or any conferencing technology, so long as all director's participation in such a meeting can hear each other and all other applicable legal requirements are complied with including, but not limited to "the Brown Act" Cal. Gov. Code § 54950 et seq.

### **Section 4.1 MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT**

Any Board meeting may be held by telephone conference, video conferencing/screen communication,

or other video/screen communications equipment. Participation in such a meeting shall constitute in person presence if all the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members;
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action taken by the Corporation;
- (c) The Board has adopted and implemented a means of verifying both of the following: A person communication by telephone, video conferencing/communication screen, or other communications equipment is a director entitled to participate in the Board meeting; and
- (d) All statements, questions, actions or votes were made by the director and not by another person not permitted to participate as a director.

The meeting must meet all the requirements of the Brown Act (Government Code section 54950 et. seq.).

## **Section 4.2. REGULAR AND ANNUAL MEETINGS**

Regular meetings of directors shall be held at least quarterly, at such date and time as determined by the Board of Directors. Regular meetings shall typically be held on the third Tuesday of each month at the publicly noticed location.

This corporation makes no provision for members, therefore, at the annual meetings of directors held on the third Tuesday of June, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day. Directors shall be elected by the Board of Directors in accordance with this section.

## **Section 4.3 SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the President, the Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons call the meeting, and in the absence of such designation, at the principal office of the corporation. Any and all special meetings must comply with all applicable laws, including but not limited to “the Brown Act” Cal. Gov. Code § 54950 et seq.

**Section 4.4 EMERGENCY MEETINGS** – Emergency meetings may be held for those limited purposes as specified in the Brown Act. Notice and posting of agendas shall be made in accordance with the Brown Act. An “emergency” as defined in Government code, section 54956.5 includes “matters upon which prompt action is necessary due to the disruption of public facilities” such as a “work stoppage or other activity which severely impairs public health, safety, or both” as a “crippling disaster which severally impairs public health, safety, or both.”

### **Section 4.3 NOTICE OF MEETINGS**

Regular meetings must be noticed through the posting of an agenda at least 72 hours before the meeting. Members of the public may request that a copy of the agenda and “all documents constituting the agenda packet” be mailed to them. They will be mailed when the agenda is posted or when it is distributed to a majority of the legislative body, whichever is first. The agency may charge a fee for mailing the materials, not to exceed the cost of providing the mailing service.

Special meetings may be called, but only upon 24 hours’ notice to each local newspaper of general circulation, radio or television station that has in writing requested notice. The notice must be posted in a location freely accessible to the public. Only the business specified for discussion at the special meeting

Emergency meetings may be called under specific, drastic circumstances (“work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body”). The 24-hour notice is not necessary, but a 1-hour notification of those media requesting notice is necessary if possible.

### **Section 4.4 CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any regular or special board meeting shall be specified consistent with the Brown Act.

### **Section 4.5 WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

## **Article 5 ACTIONS BY THE BOARD**

### **Section 5. QUORUM FOR MEETINGS**

A quorum shall consist of a majority of the Board of Directors then in office.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or bylaw, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors’ present at such meeting may adjourn from time to time until fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal from the meeting, provided that an action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation. Directors may not vote by proxy.

### **Section 5.1 ACTIONS BY THE BOARD**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committee (Corporation Code § 5212), approval of contracts or transactions in which a director has a material financial interest (Corporation Code § 5233) and indemnification of directors (Corporation Code § 5238e), require a greater percentage of different voting rules for approval or a matter by the Board.

### **Section 5.2 CONDUCT OF MEETINGS**

Meetings of the Board shall be presided over in the following order of priority. President, Vice-President, Treasurer or Secretary. In the absence of the previously named officers, a Director chosen by a majority of the Directors present at the meeting shall preside over the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his/her absence or need to preside over the meeting, another person chosen by a majority of the Directors present at the meeting shall act as Secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with previous of law.

### **Section 5.3 RULES OF PROCEDURES**

All meetings of the Board and of the committees, shall be conducted in accordance with Robert's Rules of Order.

### **Section 5.4 PARTICIPATION IN DISCUSSIONS AND VOTING**

Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board committee, except as follows. No Director shall participate in either the discussion or vote on any matter involving:

1. a self-dealing transaction;



2. a conflict of interest, as defined by law or in any Board-adopted conflict of interest policy;
3. indemnification of the Director; or
4. any other matter in which the law prohibits that Director's participation.

## **Section 5.5 DUTY TO MAINTAIN BOARD CONFIDENCES**

Every Director has a duty to maintain the confidentiality of all Board discussions held during the closed session. A Director shall not disclose confidential records. Any Director violating these duties may be removed from the Board, and may be subject to any lawful penalty.

## **Section 5.6 BOARD TRAINING**

The Board shall annually participate in training, which shall include, at a minimum conflict of interest and Brown Act training.

## **Section 5.3 STANDARD OF CARE**

- (a) Performance of Duties. Each Director shall perform all duties of a Director, including duties on any Board committee, in good faith, in a manner the Director believes to be in the Corporation's best interest and with such care, including reasonable inquiry, as the ordinary prudent person in a like position would use under similar circumstances.
- (b) Reliance on Others. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
  - (a) One or more Officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented.
  - (b) Legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
  - (c) A Board committee on which the Director does not serve, as to matters within the designated authority, provided the Director believes the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets are contributed to the Corporation.

## **Section 5.4 CONTRACTS WITH DIRECTORS AND OFFICERS**



No director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding the director's financial interest in such contract or transaction or regarding such common directorship, officer ship, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction, (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for the purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (b) results to a benefit to one or more directors or their families because they are the class of persons intended to be benefited by the educational or charitable program of this Corporation. All actions taken under this Section must be made in compliance with all applicable conflict of interest laws, and the "Schools" Conflict of Interest Code.

## **Section 5.5 CONFLICT OF INTEREST**

Any Director, officer, key employee, or committee member having an interest in a contract, or transaction, or program presented to or discussed by the Board or committee for authorization, approval, or ratification shall make a prompt and clear disclosure of his or her interest to the board or committee prior to its acting on such contract or transaction.

Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during, in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made the vote thereon and where applicable, the abstention from voting.

Charter schools and "any entity managing a charter school" will have to follow the same types of policies and laws as traditional districts in regards to open meeting and conflict of interest policies and disclosure laws. Charter schools and their governing bodies will be held to the same conflict of interest standards as other school district governing boards. Charter school governing body members and employees will need to file statements of economic interest (Form 700) which could make public any potential conflicts of interest that individuals may have.

Pursuant to the board approved *Conflict of Interest Code*, all Board of Trustees, Superintendent and other designated employees shall file Statements of Economic Interests (Form 700) with the American

Indian Model Schools Office. All statements shall be available for public inspection and reproduction. (Gov. Code, 81008.) All statements will be retained for at least 5 years. In addition, all Board of Trustees, Superintendent and other designated employees shall sign the Conflict of Interest Form and Non-Disclosure Statement.

## **Article 6 OFFICERS**

### **Section 6. NUMBER OF OFFICERS**

The officers of the corporation shall be a President, a Secretary, and Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurer, or other officers. Any number of officers may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairperson of the Board.

#### **Section 6.1 QUALIFICATION, ELECTION, AND TERM OF OFFICE**

Any person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office for an annual term, or until his or her successor shall be elected and qualified, whichever occurs first.

#### **Section 6.2 REMOVAL AND RESIGNATION**

Any officer may be removed without cause by the Board of Directors at any time by majority vote of those directors' present at a duly held meeting. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

#### **Section 6.3 VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in officers of the officers appointed at the discretion of the board may or may not be filled as the board shall determine.

#### **Section 6.4 DUTIES OF PRESIDENT**

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be

required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, he or she shall preside at all meetings of the Board of Directors. If applicable, the President shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of, the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

## **Section 6.5 DUTIES OF VICE PRESIDENT**

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

## **Section 6.6 DUTIES OF SECRETARY**

The Secretary shall:

1. Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended to date.
2. Keep at the principal office of the corporation or such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
4. Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.
5. Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
6. Exhibit at all reasonable times to any director of the corporation, or his or her agent or attorney, on request therefore, the Articles of Incorporation, Bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.
7. In general, perform all duties incident to the office of secretary and such other duties as may be

required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## **Section 6.7 DUTIES OF TREASURER**

1. Subject to the provisions of these Bylaws relating to the “execution of Instruments, Deposits and Funs,” the Treasurer shall:
2. Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.
3. Receive, and give receipt for, the monies due and payable to the corporation from any source whatsoever.
4. Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
5. Keep and maintain adequate and correct accounts of the corporation’s properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
6. Exhibit all reasonable times the books of accounts and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.
7. Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.
8. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
9. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## **Article 7 COMMITTEES**

### **Section 7. BOARD COMMITTEES**

The Board may create one or more standing or ad hoc committees to serve at the pleasure of the Board. Appointments to such Board committees shall be by majority vote of the Directors then in office, and the Chairperson of such Board committees shall be appointed by the President of the Board. Unless otherwise provided in these Bylaws or by the laws of the State of California, each committee shall have all of the authority of the Board to the extent delegated by the Board. However, no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee which has the authority of the Board;

- (b) Amend or repeal Bylaws or adopt new Bylaws;
- (c) Amend or repeal any resolution of the Board which by its express terms is not amendable or repeatable;
- (d) Appoint committees of the Board or the members thereof;
- (e) Approve any self-deal transaction, except as provided in Section 5233 (d)(3) of the California Corporation Code; or
- (f) Approve any action for which the California Corporation Code requires the approval of the Board.

By a majority vote of its members then in office the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

## **Section 7.1 MEETINGS AND ACTION OF BOARD COMMITTEES**

The Board shall have the power to prescribe the manner in which proceedings of any such Board committee shall be conducted. In the absence of any such prescription, the committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, meetings and actions of Board committees shall be governed by, held and taken in accordance with, the provisions of Article 4 of these Bylaws which concern meetings of the Board, with such changes in those provisions as required by this Article 7 and as necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of the committees may be determined by the Board or by the committee. Special meetings of committees may also be called by the Board. The Board may adopt rules for the government of any Board committee not inconsistent with the provisions of these Bylaws.

Except as otherwise allowed pursuant to the Brown Act, meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

## **Section 7.2 OTHER COMMITTEES**

- (a) The President of the Board, subject to the limitations imposed by the Board, or the Board may create other committees, either standing or special, to serve the Board that do not have the powers of the Board. The Board President shall appoint members to serve on such committees, and shall designate the committee chairperson. Each member of a committee shall continue as such until the next annual election of Officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee, or until the authorized business of the committee has been completed.
- (b) Such other committees established pursuant to this section may consist of persons who are not members of the Board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as 'advisory' committees.
- (c) Meetings of a committee may be called by the Board President, the chairperson of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business of any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.
- (d) Any member of a committee may resign at any time by giving written notice to the chairperson of the committee or to the President of the Board. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The Board President may, with prior approval of the Board, remove any appointed member of a committee. The Board President, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

## **Article 8**

### **EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

#### **Section 8.1 EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so expressly authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or render it liable monetarily for any purpose or in any amount.

#### **Section 8.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for payments of money, and other evidence of

indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

### **Section 8.3 DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

### **Section 8.4 GIFTS**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purpose of this corporation.

## **Article 9 CORPORATE RECORDS, REPORTS, AND SEAL**

### **Section 9.1 MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal office in the State of California:

- (c) Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (d) Adequate and correct books and records of account, including accounts of its properties a business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

### **Section 9.2 CORPORATE SEAL**

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

### **Section 9.3 DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

### **Section 9.4 RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of the article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

### **Section 9.5 ANNUAL REPORT**

The board president shall cause an annual report to be furnished not later than one hundred and



twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation. The Annual Report shall contain the following information:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or receipts of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article or elsewhere in these bylaws.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

## **Section 9.6 ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS**

This corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

- (f) Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest;
- (g) Any director or officer of the corporation, or its parent or subsidiary (a more common directorship shall not be considered a material financial interest); or
- (h) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifth Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any director or officer.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions stating each person's in the transaction and, when practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.



## **Article 10 FISCAL YEAR**

### **Section 10 FISCAL YEAR OF THE CORPORATION**

The fiscal year of the corporation shall begin on the 1<sup>st</sup> of July and end on the 30<sup>th</sup> of June in each year.

## **Article 11 AMENDMENT OF BYLAWS**

### **Section 11 AMENDMENT**

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by the Board of Directors. These Bylaws and any amendments to these Bylaws shall become effective immediately upon their adoption.

## **Article 12 AMENDMENT OF ARTICLES**

### **Section 13 AMENDMENTS**

Any amendment of the Articles of Incorporation may be adopted by the Board of Directors.

## **Article 13 PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

### **Section 14 PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

## **Article 14 MEMBERS**

### **Section 15.1 NO MEMBERS**

This corporation shall not have any members. Therefore, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors. All rights that would otherwise vest in the members shall vest in the Board of Directors.

## **Section 15.2 ASSOCIATES**

Nothing in this Article 12 shall be construed as limiting the right of the corporation to refer to persons associated with it as “members” even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a members, as set forth in the California Nonprofit Public Benefit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the corporation’s assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

## CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of American Indian Model Schools, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, that the foregoing Bylaws, consisting of \_\_\_\_\_ ( ) **pages**, of said corporation were duly and regularly adopted as such by the Board of Directors of said corporation at a meeting held on \_\_\_\_\_, **2020**, and that the above and foregoing Bylaws are now in full force and effect.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Secretary, American Indian Model Schools

## MEMORANDUM

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TO: Finance Committee  
FROM: Katema Ballentine, Business Office  
DATE: February 25, 2021  
SUBJECT: Workers Compensation: Finance Committee & Board of Directors

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### **Current Insurance Broker**

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

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

171 12<sup>th</sup> Street, Oakland, CA 94607  
746 Grand Avenue, Oakland, CA 94610  
1101 Marina Village Pkwy, Alameda, CA 94501  
Under one Federal tax ID #94-3309981

### **INSRUANCE POLICIES:**

#### **Workers Compensation and Employer's Liability – Annual Renewal February 1 Oak River Insurance Company**

**2020 Premium Amount: \$ 43,441**

**2021 Premium Amount: \$47,483**

**2021 Premium increase of \$4,042**

**Type of Coverage:** California Workers' Compensation law is a no-fault system for injuries connected with employment, whether they are specific injuries or a disease or disabling condition. American Indian Model Schools' is required to pay for Workers Compensation Insurance to cover all its employees.

#### **Per statute**

Employer Liability: Each accident \$1,000,000  
Employer Liability Disease: Each employee \$1,000,000  
Policy limit Employer Liability Disease \$1,000,000

## MEMORANDUM

TO: Finance Committee  
 FROM: Katema Ballentine, Business Office  
 DATE: February 25, 2021  
 SUBJECT: Student Accident Insurance Finance Committee & Board of Directors

### Current Insurance Broker

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

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

171 12<sup>th</sup> Street, Oakland, CA 94607  
 Under one Federal tax ID #94-3309981

### INSURANCE POLICIES:

#### **Student Accident – Annual Renewal January 25** **Hartford Life and Accident Insurance Co.**

#### **Policy 10-SR-129237 1/25/2021 to 1/25/2022**

2020-2021 Cost of Premium \$8,663.68      2021-2022 Cost of Premium \$8,663.68

#### **NO CHANGE IN PREMIUM OR COVERAGE**

#### ***Type of Coverage:***

Insured persons participating in school related activities sponsored by school.  
 Insured persons traveling with a group in connection with such activities under the direct supervision of the school.

Accidental Death:	Principal Sum	\$10,000
Accidental Dismemberment:	Principal Sum	\$10,000
Accidental Medical Expense:	Max Benefit	\$25,000
Deductible:		\$0
Maximum Dental Benefit:		\$25,000



## Swing Education Platform & Services Agreement

This **Platform & Services Agreement** ("Agreement") is entered into on **August 21, 2020** by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website at [www.swingeducation.com](http://www.swingeducation.com) ("Website").

The pricing information in this Agreement will apply for all SwingSubs starting August 1, 2020. This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though the SwingSubs are not party to this Agreement) when that SwingSub is enrolled on Swing Education's payroll. Before such enrollment, the most recent Agreement signed by School and Swing Education will apply to such obligations and relationships, but will apply not to pricing, which will be controlled by this Agreement.

**1. Services.** Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post Requests for SwingSub on the Platform, track and manage those Requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
  - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.
  - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests on the Website if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
  - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Website (according to this form, [www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf](http://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf)).
  - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing



Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.

- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such processes become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Website for Schools to post Requests and for SwingSubs to review and accept those Requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above.

**2. Acceptance of Appendix Terms and Website Terms of Service.** By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the “Website Terms”) available on the Swing Education website at [www.swingeducation.com/tc](http://www.swingeducation.com/tc), as well as the Privacy Policy, [www.swingeducation.com/privacy](http://www.swingeducation.com/privacy).

**3. Payments.** Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a “Daily Rate” or Rates, via the Website and/or by separate communication with Swing Education, and/or as listed below. The “Half Daily Rate” is 50% of the Daily Rate. The Daily Rate applies to any Day over four (4) and no more than eight (8) hours (“Full Day”) and the Half Daily Rate applies to any Day of four (4) hours or less (“Half Day”). A “Short-Term” Request is a Request up to and including 21 days, and a “Long-Term” Request is a Request that exceeds 21 days.
- (b) **Amounts Due.** The “Preliminary Amount Due” is the sum of the “Estimated Daily Amounts” for each Day of the Request, based on the Daily Rate and Half Daily Rate. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSub is not given legally-required meal or rest breaks, to arrive at “Daily Adjusted Amounts”, and a total “Adjusted Amount Due”.
- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial



work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.

- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices according to Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

**4. Recruitment & Off-Platform Use.** If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub not related to a Request, School will make prior arrangements with Swing Education by emailing [support@swingeducation.com](mailto:support@swingeducation.com) or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wage(s). For additional (bonus) wage(s) requested through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

**5. Term and Termination.** Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.





**6. Disclaimer of Warranties.** The Services are provided “as is” without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

**7. Insurance.** Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) Commercial General Liability insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate
- (b) Umbrella Liability insurance of \$2,000,000 Each Occurrence and in the Aggregate
- (c) Workers’ Compensation insurance
- (d) Professional (Errors and Omissions) Liability insurance covering Swing Education’s legal liability for damages arising out of Swing Education’s performance of the services of \$2,000,000 per claim
- (e) Sexual Abuse & Molestation insurance of \$1,000,000 per occurrence and \$3,000,000 in the aggregate

**8. Limitation of Liability.** Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) that party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve month period preceding the date a claim is first asserted.

**9. Federal & State Mandated Obligations to SwingSubs Employees/Workers.**

- (a) While Swing Education will be the only personnel employer of SwingSubs, not School in any capacity, School determines the schedules of SwingSubs. Therefore, School agrees to comply with federal and state labor laws.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School will be responsible for all OSHA and other record keeping required by law.
- (c) School agrees to treat SwingSubs in a manner similar to employees with respect to any work situations which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites), including legally required safety and training, with particular attention to situations involving hazards beyond that of an ordinary classroom setting (e.g., science experiments, tools, machines). School shall



indemnify and hold harmless Swing Education against any claims by a SwingSub or a third party as a result of School's breach of these obligations, except in case of a workers' compensation claim finding.

**10. Third-Parties and Subsidiaries.** School understands that Swing Education may use third-parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

**11. Entire Agreement.** This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SWING EDUCATION, INC.**

*Michael Teng*

Michael Teng  
CEO

Date: \_\_\_\_8/17/2020\_\_\_\_

Email:  
mike@swingeducation.com

Address:  
700 S. Claremont Street  
San Mateo, CA 94402

**AMERICAN INDIAN MODEL SCHOOLS :**

\_\_\_\_\_

Name:

Title:

Date:

Address:



## Exhibit A: Payment Options

Swing Education charges a Daily Rate or Rates as agreed to with School, according to the below. Swing Education will invoice school on a periodic basis, no less than once a month.

**Pay As You Go.** Upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. For a Short-Term Request Swing Education will charge a \$260 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a \$260 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a \$280 Daily Rate for a Request that requires a Teaching Credential and \$280 Daily Rate for a Request that does not. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly.

**Late Payments.** Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice.



## Appendix A: Standard Terms

**1. FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

**2. Dispute Resolution.** Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules")



shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from



submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

### 3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or as designated on the Signature Page.
  - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402, mike@swingeducation.com
  - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (i) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (j) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.
- (k) **Personnel Employer For Wages.** Swing Education shall be the personnel employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.





# WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)  
01/19/2021

<b>AGENCY NAME AND ADDRESS</b> All-Cal Insurance Agency 505 Vernon Street  Roseville CA 95678		<b>COMPANY:</b> Oak River Insurance Company <b>UNDERWRITER:</b> <b>APPLICANT NAME:</b> American Indian Model Schools <b>OFFICE PHONE:</b> (510) 893-8701 <b>MOBILE PHONE:</b> <b>MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)</b> 171 12th Street, Suite #200 Oakland CA 94607-4919											
<b>PRODUCER NAME:</b> <b>CS REPRESENTATIVE NAME:</b> April Esparza <b>OFFICE PHONE (A/C, No, Ext):</b> (916) 784-9070 <b>MOBILE PHONE:</b> <b>FAX (A/C, No):</b> (916) 784-0158 <b>E-MAIL ADDRESS:</b> mike@all-calinsurance.com <b>CODE:</b> <b>SUB CODE:</b> <b>AGENCY CUSTOMER ID:</b> 00001003		<b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <td><input type="checkbox"/> SOLE PROPRIETOR</td> <td><input type="checkbox"/> CORPORATION</td> <td><input type="checkbox"/> LLC</td> <td><input type="checkbox"/> TRUST</td> <td><input type="checkbox"/> UNINCORPORATED ASSOCIATION</td> </tr> <tr> <td><input checked="" type="checkbox"/> PARTNERSHIP</td> <td><input type="checkbox"/> SUBCHAPTER "S" CORP</td> <td><input type="checkbox"/> JOINT VENTURE</td> <td><input type="checkbox"/> OTHER:</td> <td></td> </tr> </table> <b>CREDIT BUREAU NAME:</b> <b>FEDERAL EMPLOYER ID NUMBER:</b> 943309981 <b>NCCI RISK ID NUMBER:</b> <b>ID NUMBER:</b> <b>OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER:</b>		<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LLC	<input type="checkbox"/> TRUST	<input type="checkbox"/> UNINCORPORATED ASSOCIATION	<input checked="" type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> OTHER:	
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<input checked="" type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> OTHER:										

<b>STATUS OF SUBMISSION</b> <input type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> BOUND (Give date and/or attach copy) <input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)		<b>BILLING / AUDIT INFORMATION</b> <table border="1"> <tr> <td><b>BILLING PLAN</b></td> <td><b>PAYMENT PLAN</b></td> <td><b>AUDIT</b></td> </tr> <tr> <td><input type="checkbox"/> AGENCY BILL</td> <td><input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> Full Pay</td> <td><input type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY</td> </tr> <tr> <td><input checked="" type="checkbox"/> DIRECT BILL</td> <td><input type="checkbox"/> SEMI-ANNUAL</td> <td><input type="checkbox"/> SEMI-ANNUAL</td> </tr> <tr> <td></td> <td><input type="checkbox"/> QUARTERLY % DOWN:</td> <td><input type="checkbox"/> QUARTERLY</td> </tr> </table>		<b>BILLING PLAN</b>	<b>PAYMENT PLAN</b>	<b>AUDIT</b>	<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> Full Pay	<input type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY	<input checked="" type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> SEMI-ANNUAL		<input type="checkbox"/> QUARTERLY % DOWN:	<input type="checkbox"/> QUARTERLY
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	<input type="checkbox"/> QUARTERLY % DOWN:	<input type="checkbox"/> QUARTERLY													

LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
1		746 Grand Avenue Oakland CA 94610

<b>PROPOSED EFF DATE</b> 02/01/2021	<b>PROPOSED EXP DATE</b> 02/01/2022	<b>RATING EFFECTIVE DATE (if applicable)</b>	<b>ANNIVERSARY RATING DATE (if applicable)</b> 02/01/2021	<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING	<b>RETRO PLAN</b>
<b>PART 1 - WORKERS COMPENSATION (States)</b> CA	<b>PART 2 - EMPLOYER'S LIABILITY</b> \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE		<b>PART 3 - OTHER STATES INS</b> DEDUCTIBLES (N / A in WI) <input type="checkbox"/> MEDICAL <input type="checkbox"/> INDEMNITY	<b>AMOUNT / % (N / A in WI)</b> <input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP <input type="checkbox"/> FOREIGN COV	<b>OTHER COVERAGES</b> <input type="checkbox"/> MANAGED CARE OPTION
<b>DIVIDEND PLAN/SAFETY GROUP</b>		<b>ADDITIONAL COMPANY INFORMATION</b>			
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

<b>TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES</b>		<b>TOTAL MINIMUM PREMIUM ALL STATES</b>	<b>TOTAL DEPOSIT PREMIUM ALL STATES</b>
\$		\$	\$

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Katema Ballentine	(510) 893-8701		Katema.Ballentine@aimsk12.org
ACCTNG RECORD CLAIMS INFO				

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL
CA	1	Adrien Abuyen		Secretary		NWNP	E		\$0
CA	1	Chris Edington		Treasurer		NWNP	E		\$0
CA	1	Toni Cook		President		NWNP	E		\$0



AGENCY CUSTOMER ID: 00001003

**PRIOR CARRIER INFORMATION / LOSS HISTORY**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
2019	CO: Oak River Insurance	54,441.00				
	POL #: AMWC026925					
2018	CO: Oak River Insurance	81,066.00				
	POL #: AMWC920310					
2017	CO: Oak River Insurance	65,680.00				
	POL #: AMWC814128					
2016	CO: Berkshire Hathaway H	44,640.00				
	POL #: AMWC709150					
2015	CO: Republic Indemnity C	40,678.00				
	POL #: 184544-03					

**NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS**

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

To meet the academic, social, cultural and developmental need of students in an environment that respects the integrity of the individual student and diverse cultures and knowledge which creates educational partnerships among teacher, students, parents and the wider society.

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	N
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	Y
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	Y
15. ARE ATHLETIC TEAMS SPONSORED?	Y
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

AGENCY CUSTOMER ID: 00001003

**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES	Y / N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
<p>PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.</p> <p>(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) <span style="float: right;">(Applicant's Initials): _____</span></p>			
<p><b>Applicable in AL, AR, DC, LA, MD, NM, RI and WV:</b> Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.</p> <p><b>Applicable in CO:</b> It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</p> <p><b>Applicable in FL and OK:</b> Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.</p> <p><b>Applicable in KS:</b> Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.</p> <p><b>Applicable in KY, NY, OH and PA:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.</p> <p><b>Applicable in ME, TN, VA and WA:</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.</p> <p><b>Applicable in NJ:</b> Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.</p> <p><b>Applicable in OR:</b> Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.</p> <p><b>Applicable in PR:</b> Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p> <p><b>Applicable in UT:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE 	NATIONAL PRODUCER NUMBER



**AMERICAN INDIAN MODEL SCHOOLS  
WORKERS COMPENSATION  
2/1/2021**

**ABOUT THE COMPANY:** Oak River Insurance Company (part of Berkshire Hathaway Insurance Company) is a specialty company headquartered in Omaha, NB with a financial rating of 'A++' (**Superior**) through A.M. Best, insurance rating source.

**COVERAGE:** LIFE INSURANCE OF AT LEAST: \$ 250,000  
FULL HOSPITALIZATION, DISABILITY INCOME, JOB RETRAINING VOUCHER

<u>Class Code</u>	<u>Categories, Classifications</u>	<u>Est. Payroll</u>	<u>Rate</u>	<u>Premium</u>
8875	Public Charter School (all inclusive)	\$ 7,394,143	1.32	

Class premium:		\$ 97,603
Experience Modification (0.78):	-	\$ 21,473
Risk Adjustment Factor:	-	\$ 30,003
Premium Discount:	-	\$ 697
Expense Constant:		\$ 100
Taxes:		\$ 1,803
Broker fee:		\$ 150
<b>Total Estimated:</b>		<b>\$ 47,483</b>

**TERMS:** Due Now to All-Cal Insurance Agency is \$150.00

**PAY NOW**  
CLICK HERE

**Oak River Insurance Company will bill you directly in installments for the premium.**

1. PAYROLL/PREMIUM SUBJECT TO FINAL AUDIT AT YEAR END.

---

505 VERNON STREET ♦ ROSEVILLE, CA 95678 ♦ (800) 841-1776 TOLL FREE ♦ (916) 784-0158 FAX  
LICENSE #0B71044 ♦ [www.all-calinsurance.com](http://www.all-calinsurance.com) ♦ Proudly specializing in Nonprofit organizations since 1989

## Blanket Accident Policy

**Hartford Life and Accident Insurance Company**  
**Simsbury, Connecticut 06089**  
(A stock insurance company)

We will pay benefits according to the conditions of this Policy.



**Hartford Life**

Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

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General Provisions
Insured Person Period of Coverage
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Countersigned by

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Licensed Resident Agent

## SCHEDULE

Policy Premium: \$8,309.88

Minimum Premium: \$340.00

**POLICY NO:** 10-SR-129237

**POLICYHOLDER'S NAME AND ADDRESS:**

AMERICAN INDIAN MODEL SCHOOLS  
171 12TH STREET, SUITE #200  
OAKLAND , CA 94607-4919

Previous Policy No: 10-SR-129237

Policy Period: From (Policy Date): 1/25/2021 To: 1/25/2022  
12:01 A.M. Standard Time at the address of the Policyholder

Producer's Name and Address:	Agent Code	Form Numbers of the Policy, Riders and attached papers at issue
***** ***** *****	*****	SRP-1400 (HLA),  ,SRP-1400 INFO (CA) ,PA-8371-5

### EXCESS COVERAGE APPLIES

**INSURED PERSON** means any person who is a registered student in Grades Kindergarten thru 12th or a Volunteer Worker of the Policyholder.

**COVERED ACTIVITIES** means

This policy covers each Insured Person during the policy period while he or she is:

- (a) participating in school related activities sponsored by the Policyholder while on the premises of, designated by and under the direct supervision of the Policyholder, or
- (b) traveling with a group in connection with such activities under the direct supervision of Policyholder.

### BENEFITS AND AMOUNTS

<b>Accidental Death Benefit</b>	Principal Sum:	\$10,000.00
<b>Accidental Dismemberment Benefit</b>	Principal Sum:	\$10,000.00
<b>Accident Medical Expense Benefit</b>	Maximum Benefit:	\$25,000.00
	Deductible Amount:	\$0.00
	Maximum Dental Limit:	\$25,000.00

Form SRP-1400 (HLA)

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## GENERAL PROVISIONS

**Consideration:** We have issued this Policy in consideration of the payment of the Policy Premium in advance of the Policy Date. The Policy Premium and Policy Date are shown in the Schedule.

**Policy Period:** This Policy takes effect on the Policy Date and continues to the end of the Policy Period. The dates are shown in the Schedule.

**Entire Contract:** The entire contract between the Policyholder and us consists of this Policy and any papers made a part of this Policy at issue.

**Changes:** No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made part of this Policy.

**Interpretation of Policy Terms and Conditions:** We will have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of this Policy.

**Data Furnished By Policyholder:** The Policyholder, with our approval, may keep the important insurance records on all Insured Persons. The Policyholder will give us information, when and in the manner we ask, to administer the insurance provided by this Policy. The Policyholder's insurance records will be open for our inspection at any reasonable time.

Failure on the part of the Policyholder to:

- (a) give us the name of an Insured Person will not invalidate the insurance;
- (b) report termination of insurance of an Insured Person will not continue the coverage beyond the date of termination.

**Certificates:** If required by the laws of the state where this Policy is delivered, we will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

**Conformity with State Statutes:** On the Policy Date, if any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

**Cancellation:** This Policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- (a) the date stated in the notice; or
- (b) the 31<sup>st</sup> day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- (a) the date we receive the notice; or
- (b) the date stated in the notice.

In either event:

- (a) we will promptly return any unearned premium paid; or
- (b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis according to the Premium provision. The minimum earned premium is the Minimum Premium.

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Cancellation shall be without prejudice to any claim for loss due to an accident which occurred before the effective date of the cancellation.

**Premium:** The earned premium for this Policy:

- (a) is due at the beginning of the Policy Period;
- (b) cannot be less than the Minimum Premium.

## INSURED PERSON PERIOD OF COVERAGE

**Effective Date:** Each person becomes an Insured Person on the date he or she meets the qualifications stated in the Schedule.

**Termination:** Coverage of each Insured Person ceases on the first to occur of:

- (a) the date the Policy terminates; or
- (b) the date he or she ceases to qualify as an Insured Person.

Termination shall be without prejudice to any claim for loss due to an accident that occurs before the termination date.

## DEFINITIONS

**Hospital** means an institution which:

- (a) operates pursuant to law;
- (b) primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
- (c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- (d) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- (a) a nursing home, convalescent home or skilled nursing facility;
- (b) an alcohol or drug treatment facility; or
- (c) a place for rest, custodial care or for the aged.

**Injury** means bodily injury of an Insured Person that results directly and independently of all other causes from an accident which occurs while he or she is participating in a Covered Activity.

Loss resulting from sickness or disease, except a pus-forming infection that occurs through an accidental wound, is not considered as resulting from Injury.

**Insured Person** is defined in the Schedule.

**Physician** means a legally qualified physician or surgeon, other than the Insured Person or a physician or surgeon who is related to the Insured Person by blood or marriage.

**Reasonable Expenses** means fees and prices which do not exceed those generally charged for similar Medical Care in the local area where received by the Insured Person. An expense is considered to be incurred on the date the Medical Care is rendered.

**We, us or our** means the Hartford Life and Accident Insurance Company.

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## COVERED ACTIVITIES

This Policy covers each Insured Person;

- (a) during the Policy Period; and
  - (b) while he or she is participating in the Covered Activities,
- as defined in the Schedule.

## EXCLUSIONS

The Policy does not cover loss resulting from or for:

1. intentionally self-inflicted Injury, suicide, or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while in the armed forces (land, water or air) of any country or international authority;
4. Injury sustained while in or on, boarding or alighting from, being struck or run down by, any aircraft except as an airline passenger on an aircraft: (a) operated by a passenger airline on a regularly scheduled trip over its established route or that is chartered by that airline; or (b) any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or any national government recognized by the United States;
5. repair, replacement, examination for prescriptions, or fitting of: (a) eyeglasses; (b) contact lenses; or (c) hearing aids;
6. dental work or treatment on natural teeth which is not necessary for the repair or relief of Injury;
7. repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration;
8. repair or replacement of artificial limbs or orthopedic braces;
9. Injury for which the Insured Person is eligible to receive Workers' Compensation benefits or similar benefits, regardless of whether he or she has applied for the benefits;
10. Injury sustained while the Insured Person is voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless the drug is taken as prescribed or administered by a licensed Physician;
11. Injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
12. Injury sustained as a result of the Insured Person's being legally intoxicated from the use of alcohol while operating a motor vehicle;
13. Expenses incurred for services, treatment, supplies or facilities rendered by: (a) the Policyholder's health service or infirmary; or (b) any Physician or nurse employed or retained by the Policyholder;
14. Expenses covered under any automobile reparations insurance (no-fault) or automobile insurance medical payments benefit;
15. Injury sustained while playing or practicing in (a) all intercollegiate sports; (b) any inter-school club sports; (c) any intramural sports; or (d) any form of tackle football;

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT

If the Insured Person's Injury results in any of the losses listed in the table below within 180 days after the date of the accident, we will pay the sum shown opposite the loss. We will not pay more than the Principal Sum shown for each Insured Person for all losses due to the same accident. The Principal Sum amount is shown in the Schedule.

### LOSS:

Life.....  
Both Hands or Both Feet or Sight of Both Eyes.....  
One Hand and One Foot.....  
Either Hand and Sight of One Eye .....  
Either Foot and Sight of One Eye.....  
Speech and Hearing in Both Ears.....  
Either Hand or Foot.....  
Sight of One Eye.....  
Speech or Hearing in Both Ears.....  
Thumb and Index Finger on the Same Hand.....

### BENEFIT:

Principal Sum  
Principal Sum  
Principal Sum  
Principal Sum  
Principal Sum  
Principal Sum  
One-half the Principal Sum  
One-half the Principal Sum  
One-half the Principal Sum  
One-quarter the Principal Sum

**Loss** means, with respect to:

- (a) hand and feet, actual severance through or above wrist or ankle joints;
- (b) sight, speech and hearing, entire and irrecoverable loss thereof;
- (c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

## ACCIDENT MEDICAL EXPENSE BENEFIT

We will pay the Reasonable Expenses incurred by an Insured Person, in excess of the Deductible Amount, for Medical Care due to:

- (a) Injury, if the first expense is incurred within 26 weeks after the accident; and
- (b) the expense is incurred within 2 years after the accident.

We will not pay:

- (a) more than the Maximum Benefit for all expenses incurred as the result of any one accident; or
- (b) for expenses incurred more than 2 years after the accident.

We will not pay:

- (a) more than the Maximum Dental Limit for all expenses incurred for dental treatment, services and supplies; or
- (b) more than the Maximum Benefit for all Medical Care and dental treatment, services and supplies, as the result of any one accident.

The Deductible Amount will be applied separately to each accident. The Deductible Amount, Maximum Dental Limit and Maximum Benefit are shown in the Schedule.

**Medical Care**, for the purpose of this benefit, means necessary:

- (a) medical or surgical treatment, services and supplies; and
- (b) Hospital, nursing and ambulance services,

prescribed by a Physician for the sole purpose of treating the Injury.

## **EXCESS COVERAGE PROVISION**

The amount otherwise payable under the Accident Medical Expense Benefit will be reduced by the total amount of medical care benefits provided by any other Plan.

The amount of benefits provided by other Plans:

- (a) will be determined without reference to any:
  - (1) coordination of benefits provision;
  - (2) non-duplication of benefits provisions; or
  - (3) other similar provisions,
- (b) will include any amount to which the Insured Person is entitled, regardless of whether claim is made for the benefits; and
- (c) will include the reasonable value of any medical expense services provided as Plan benefits.

**Plan** means:

- (a) group insurance;
- (b) group Hospital, medical service or pre-payment plan;
- (c) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- (d) governmental programs or coverage required or provided by any statute; or
- (e) Workers' Compensation or similar law.

## CLAIMS PROVISIONS

**Notice of Claim:** The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the Policy Number. Notice should be given to our agent or sent to us at our home office.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and extent of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to us within 90 days after the date of the loss. If the claimant is not able to send proof within that time it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Payment of Claims:** We will pay any benefit due immediately after we receive proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of life:

- (a) according to the written beneficiary designation on file with the Policyholder; otherwise
- (b) to the survivors in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
  - (1) spouse;
  - (2) children;
  - (3) parents;
  - (4) brothers and sisters.

If there is no survivor in these classes, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding language.

If a benefit due is payable to:

- (a) the Insured Person's estate; or
- (b) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment,

we may pay up to \$1,000 of the benefit due to some other person whom we believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files a proof of loss.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

- (a) give the specific reason or reasons for denial;
- (b) make specific reference to policy provisions on which the denial is based;
- (c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- (d) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to us for a full and fair review. The claimant may:

- (a) request a review upon written request within 60 days of receipt of claim denial;
- (b) review pertinent documents; and
- (c) submit issues and comments in writing.

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We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

**Physical Examinations and Autopsy:** We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by us and at our expense.

**Legal Actions:** Legal Action cannot be taken against us:

- (a) before 60 days following the date proof of loss is sent to us; or
- (b) after 3 years following the date proof of loss is due.

**Naming a Beneficiary:** An Insured Person may name a beneficiary or change a named beneficiary by giving a written request to us. The Insured Person's request takes effect on the date it is executed, regardless of whether the Insured Person is living when we receive it. We will be relieved of further responsibility to the extent of any payment we made in good faith before we received such request.

**Assignment:** This insurance may not be assigned. Benefit payments may be assigned as allowed in the Payment of Claims provision.

**Workers' Compensation Coverage:** The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

## **NOTICE REQUIREMENT**

**IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:**

**STATE OF CALIFORNIA INSURANCE DEPARTMENT  
CONSUMER SERVICES UNIT  
3450 WILSHIRE BOULEVARD  
LOS ANGELES, CA 90010**

**1-800-927-HELP**

This notice is for information only and does not become a condition of the Policy and/or certificate.

## **NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers’ care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

#### **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

#### ▪ **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance  
80% of death benefits but not to exceed \$300,000  
80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities  
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

#### ▪ **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association’s website [www.califega.org](http://www.califega.org).

(please turn to next page)

**Form PA-8371-5      California**

**Printed in U.S.A.**



### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

(please turn to next page)

**Form PA-8371-5 California**

**Printed in U.S.A.**

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

# SCOE Teacher Induction

**Date: May 8, 2020**

**To: District Superintendents, Associate Superintendents, Chief Business Officers, District Coordinators and Partner Programs**

**RE: Sacramento Consortium Teacher Induction Program MOU**

Dear SCOE Partner:

The Sacramento County Office of Education, as the Local Education Agency (LEA) for the SCOE School of Education, is committed to providing quality induction services.

As districts continue to navigate the current teacher shortage and a substantial percentage of teachers become eligible for retirement, it will be important to plan ahead for new hires in the years to come. In anticipation, I want to provide you with some information to assist you in planning your preliminary budgets and Local Control Accountability Plan (LCAP) with regards to California Teacher Induction for your newly hired teachers.

## **Teacher Induction**

SCOE's Teacher Induction Program (SCOE TI) assists schools and districts in providing Teacher Induction that meets both program and credentialing standards for the state of California. SCOE TI provides credentialed teachers with an individually designed, standards-based professional development plan, mentoring and coaching, credentialing services, and technical assistance aligned to the California Standards for the Teaching Profession (CSTP).

The two-year program provides a bridge linking the theory, knowledge and skills acquired in the Preliminary Credential Program to the realities of daily classroom teaching. New teachers design an Individualized Learning Plan (ILP) and work closely with a mentor and site administrator who offers "just-in-time" coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills. Our program is designed to meld your district/school's goals, the teacher's context for teaching and their areas for growth, into a focused approach to professional development.

## **Teacher Induction's Connection to District LCAP Goals/Actions and District/Site Strategic Plan**

The Individualized Learning Plan teachers develop in conjunction with their mentor and site leader is an excellent opportunity to support District LCAP goals and support the strategic plan including the mission, objectives and strategies of the district and school site. A primary goal of induction is to support each teacher in developing professional learning goals that are job-embedded and practical. Site administrators can play a crucial role in support of teachers aligning their induction work by supporting teachers in understanding how induction might align with the goals of the site and district.

### LCAP State Priority 1

As you work with local community groups and teacher stakeholders to develop your LCAP goals, the details below may be helpful in planning ahead for services, support and supervision for new teachers in order for them to remain highly qualified and fully credentialed.

Teacher induction goals and intern support align with several areas of the LCAP and most closely connect with *Priority 1: Conditions of Learning* - "Basic degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching."

### Highlights of the MOU include:

- General Responsibilities for SCOE and for each partner program/district
- Fiscal Responsibilities for each party
- Ownership of materials
- Compliance with Commission on Teacher Credentialing (CTC) requirements
- Indemnification of each party

### 2020-2021 Fee Structure:

The fee structure created in collaboration with the Sacramento Teacher Induction Program's Advisory Council, shall be consistent for all teacher candidates in order to keep costs stable for our partner districts.

1. Teacher Candidate cost-for-service per year for a two-year Induction Program - \$1,800
2. Teacher Candidate cost-for-service for each participant who has met the Early Completion Option (ECO) criteria - \$1,800 + \$500 (one-time fee) = \$2,300

### Timeline for Completion of MOU Process and Billing Cycle:

July 1, 2020	Signed MOU between partner program and SCOE due
August 15, 2020	Estimate of candidate numbers from partner program due to SCOE
September 15, 2020	Purchase Orders completed and sent to SCOE
November 1, 2020	Invoices processed and sent to participating programs for payment
Oct 2 – Dec 15, 2020	Late hire billing processed as needed

We look forward to continuing our collaborative work in supporting teachers and students. While I am sending this electronically, I would appreciate any opportunities to meet with each of you in person at your districts or sites. Please do not hesitate to call me (916-228-2236) if I can support you with any portion of the process.

I look forward to working with each of you in 2020-2021.



Chris Roe, Ed. D.  
 Director, Sacramento Consortium Teacher Induction Program  
 SCOE School of Education  
[croe@scoe.net](mailto:croe@scoe.net)

**District Memorandum of Understanding  
Sacramento Consortium Teacher Induction Program,  
Sacramento County Office of Education  
and American Indian Model School**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates. This partnership is hereinafter referred to as the Consortium.

The Sacramento Consortium Teacher Induction Advisory Council (Advisory Council) is composed of representatives from SCOE, Program Partners, and Institutions of Higher Education. It provides feedback to the Induction Program and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

**I. Parties**

This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the American Indian Model School (District) to implement the Induction Program.

**II. Term**

The effective dates of this MOU are July 1, 2020, through June 30, 2021. Either party may terminate this agreement upon written notice submitted to the Advisory Council no later than 180 days prior to the start of the next school year.

**III. Responsibilities - General**

**A. SCOE shall:**

1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Sacramento Consortium Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Sacramento Consortium Teacher Induction Program Standards and budget guidelines.
4. Provide a workspace for SCOE's Induction Program staff including computer, fax access and telephone, and meeting space for program activities.

5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for equitable distribution of services to Induction Program credential candidates and Mentors for all Consortium partners.
9. Advise participants of an Early Completion Option for “experienced and exceptional” candidates.
10. Convene the Advisory Council and develop other administrative processes as provided for in the *Sacramento Consortium Teacher Induction Program Plan*.
11. Participate in program evaluation.

B. District agrees to the following:

1. The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE’s Induction Program Director and serve on the Advisory Council. District will identify the District Advisor on Attachment 1 (attached hereto and incorporated herein) and return the attachment with its signed MOU.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 30, 2020.
5. Confirm all participants by October 31, 2020 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and provide appropriate and sufficient information to all site administrators.
7. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input into the Candidates’ development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.
8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC’s 2016 Teacher Induction Program Standards. Ensure Mentors’ attendance at all required induction events including attendance at required Mentor training.
9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission’s identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.

10. Ensure Mentors will meet one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program document.

#### IV. Responsibilities – Fiscal

- A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
  1. Overall fiscal responsibility for the administration of the Induction Program.
  2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Plan.
  3. Expend income according to regularly established policies and procedures.
- B. The District agrees to the following:
  1. Pay \$1,800 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
  2. In addition to the induction program fee of \$1,800, there will be an additional one-time fee of \$500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The \$500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.
  3. Pay \$2,300 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as a candidate for the Early Completion Option (ECO), in lieu of the two-year program. ECO candidates may have different ECO completion terms. District agrees to pay the full fee unless written notice is provided to SCOE per number 4 below.
  4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to [croe@scoe.net](mailto:croe@scoe.net). Refund total is determined **by date SCOE receives written notice, not teacher drop date**.

SCOE will provide a refund to the District according to the following schedule:

<b>Date SCOE Receives Written Notice</b>	<b>Amount of Refund</b>
Jul. 1- Oct. 31	100% of Teacher Candidate fee
Nov.1- Dec. 31	50% of Teacher Candidate fee
Jan 1- Jan. 31	25% of Teacher Candidate fee
Feb. 1-Jun. 30	No refund

5. Designate a Fiscal Contact to maintain fiscal records related to the District's Induction Program and provide them to the Induction Program upon request.

#### **V. Ownership of Materials**

Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE and the Consortium. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

#### **VI. Compliance with CTC Requirements**

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 2 and incorporated into the MOU.

#### **VII. General Terms.**

##### **A. Entire Contract:**

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

##### **B. Indemnification:**

1. District agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of District (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless District (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged



acts or omissions of SCOE (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

**C. Independent Agents:**

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

**D. Nondiscrimination Clause:**

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, immigration status, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

**E. Force Majeure**

No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

**F. Execution of Agreement:**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**G. Signatures:**

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

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

Signature of Authorized Official

Sacramento County Office of Education

Printed Name:

\_\_\_\_\_

Title: Associate Superintendent

Date:

\_\_\_\_\_

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

Signature of Authorized Official

American Indian Model School

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_



# **Teacher Induction Program Preconditions and Program Standards**

## **Commission on Teacher Credentialing**

**Standards Adopted  
*October 2016***

***Handbook Revised June 26, 2017***

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Commission on Teacher Credentialing  
1900 Capitol Avenue  
Sacramento, California 95811

This handbook is available at:  
<http://www.ctc.ca.gov/>

## Teacher Induction

The Teacher Induction standards govern the program for Preliminary Multiple Subject, Single Subject and Education Specialist teachers complete to earn a Clear Teaching Credential.

### Preconditions for Teacher Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.
6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.



## **Induction Program Design for Mentoring Clear Teaching Credential Candidates**

### **Standard 1: Program Purpose**

Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system as described in the following standards that helps each candidate work to meet the *California Standards for the Teaching Profession*.

### **Standard 2: Components of the Mentoring Design**

The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the California Standards for the Teaching Profession. The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

### **Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System**

The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the road map for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as, for example, advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultation, collaboration, co-teaching, and collaborating with para-educators and service providers. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction. Within the

ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

#### **Standard 4: Qualifications, Selection and Training of Mentors**

The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills
- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

#### **Standard 5: Determining Candidate Competence for the Clear Credential Recommendation**

The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the



program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

**Standard 6: Program Responsibilities for Assuring Quality of Program Services**

The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system.



Historical Swing Expenses			
			<b>As of 2/10/2021</b>
	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>AIPCS</b>	\$ 141,115.00	\$ 148,625.00	\$ 67,500.00
<b>AIPCS II</b>	\$ 202,790.00	\$ 160,600.00	\$ 3,625.00
<b>AIPHS</b>	\$ 194,240.00	\$ 315,000.00	\$ 40,625.00
	\$ 263,940.00	\$ 624,225.00	\$ 111,750.00
<p>* In 2019-2020 AIPHS began the year with a large amount of vacancies and hired many staff from SWING which required a fee of \$2,500 per staff retained.</p>			

# Coversheet

## Action Items

**Section:** III. Action Items

**Item:** B. Action Items

**Purpose:** Vote

**Submitted by:**

**Related Material:**

Bathroom Renovation Permit.pptx

AIMS\_Draft\_1-21-21\_\_1\_.pdf

American\_Indian\_Model\_Schools\_Exec\_Memo\_2020\_2nd\_Interim 1.docx

AIMS\_Cash\_flow\_20-21\_2nd\_INTERIM.xlsx


# AIMS K-12 12th Street Bathroom Renovation Permit



# 12th Street Permit Status

## Construction Permit Expires 8/16/21

- Need to finish the 3rd floor buildout
- Received an extension



CITY OF OAKLAND  
250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031  
Planning & Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services

(510) 238-3444  
TDD:(510) 238-3254  
inspectioncounter@oaklandca.gov

### PERMIT EXTENSION/REINSTATEMENT REQUEST

(Building, Electrical, Plumbing, Mechanical, Grading, Demolition)

JOBSITE ADDRESS 171 12th St. Oakland, CA Non-refundable fee \*\$164.09 x2  
(Previously collected permit fees are also non-refundable.)

PERMIT# B1903184, E1902295  
(Multiple permits, please list all related permits)


PERMITTEE American Indian Model Schools PROPERTY OWNER American Indian Model Schools

ADDRESS 171 12th St. ADDRESS 171 12th St.  
CITY/STATE Oakland, CA CITY/STATE Oakland, CA  
TELEPHONE 510, 912-4045 TELEPHONE 510, 912-4045

#### Conditions

- A major inspection (foundation, underfloor, frame, or final) must be approved or partially approved within 12-months after its issuance and then every 180-days thereafter, or the permit will become invalid.
- Permits expire if the scope of work for which the permit is issued is not completed within 720 days.
- A permit extension or reinstatement may be granted, for justifiable cause, at the discretion of the Building Official.
- Granting of an extension or reinstatement does not include additional inspections.
- Extension/reinstatement requests for unrelated permits must be submitted separately and will be charged applicable fees.
- Permittee must obtain separate extensions from other departments for related permits and approvals (zoning, engineering services, parks and recreation, public works, fire prevention, etc.).
- Fee includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee
- Additional Impact Fees will be charged for projects failing to Final within 3-years from issuance of the building permit.

Reason for Extension/Reinstatement:  
Buildout is still in progress due to COVID-19 pandemic challenges.

Permitted Signature: 

Date: 2/1/2021

Office Use Only

Date Issued: 08-16-2019 Denied/Approved: KW

Last Partial Inspection Date: 11-27-2019

Date Reviewed: 02-04-2021

Reviewer: KW

Inactivation/Expiration Date: 08-16-2020

Related Code Enforcement Case: 1903691-SCH11111

STATUS		
Permit #	Extension Deadline	# Inspections Remaining
1903184	08/16/2021	5
1902295		2
1904447		FINAL

\*2x's Fee Due

# Work to be done

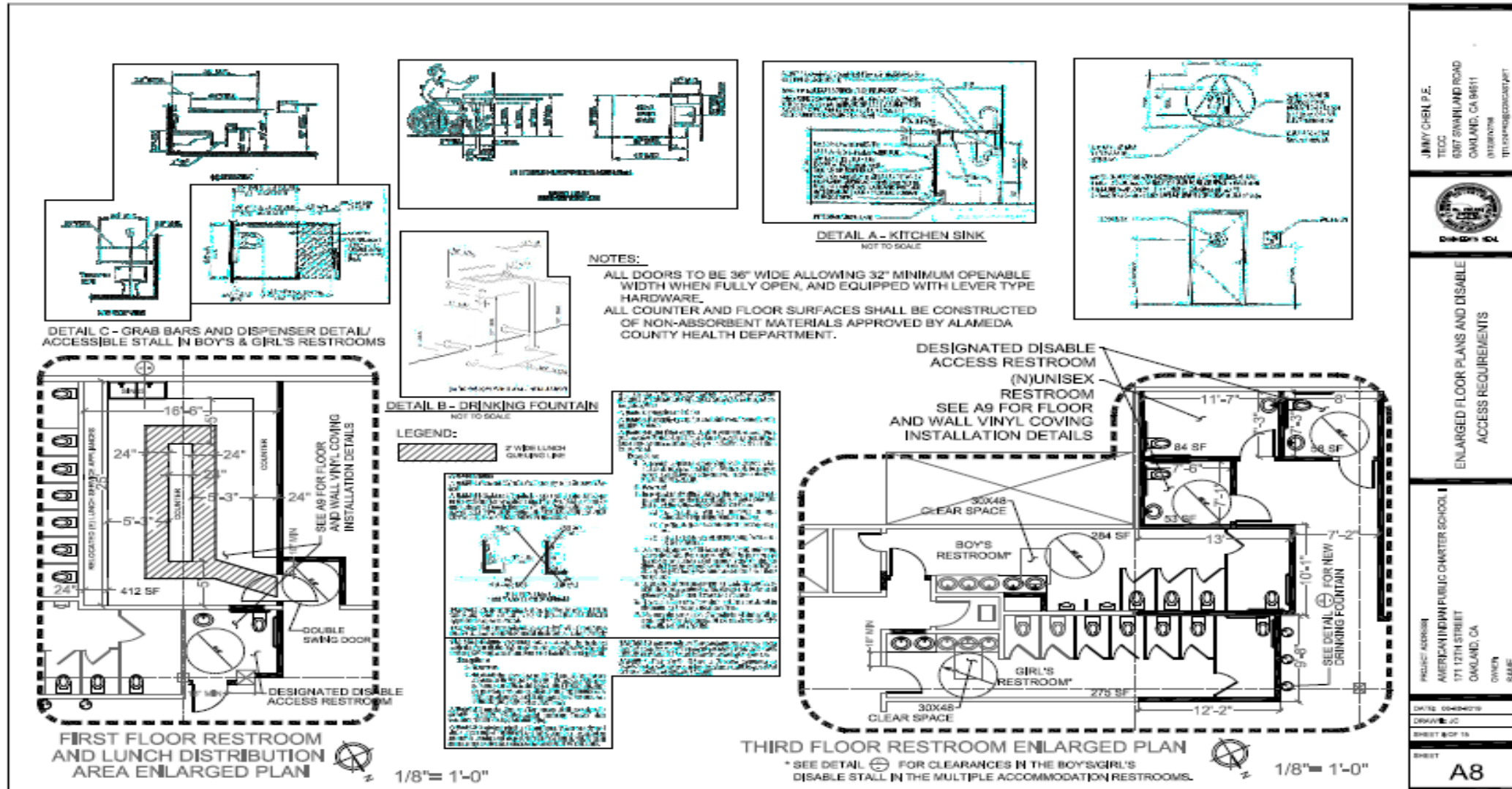
- 3rd Floor Bathroom extension (Need to prepare RFP document)
- Toilets and sinks
- Bathroom flooring (6 bathrooms)
- Bathroom Stall dividers for all three floors
- Staff lounge cabinetry
- Painting
- Electrical Update/HVAC

# Estimated Pricing

- 3rd Floor Bathroom Renovation - \$160,000 - \$220,000
- Bathroom Partitions - Magnum Drywall \$70,053
- Bathroom Partitions - Service Metal Products \$79,410
- Sink troughs - \$24,000 - \$36,000
- Bathroom flooring - Luxor Flooring \$36,000

\*Listed prices were obtained on December 2019

# 3rd Floor Bathroom Extension Plan



# Draft 1/21/21

Financial Statements

June 30, 2020

## American Indian Model Schools

American Indian Public Charter School (AIPCS)

(Charter Number 0106)

American Indian Public Charter School II (AIPCS II)

(Charter Number 0882)

American Indian Public High School (AIPHS)

(Charter Number 0765)



# American Indian Model Schools

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June 30, 2020

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## **Independent Auditor's Report**

Governing Board  
American Indian Model Schools  
Oakland, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of American Indian Model Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which are comprised of the statement of financial position as of June 30, 2020, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Organization, as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information as listed on the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary information as listed in the table of contents is the responsibility of management, and was derived from, and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

#### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated \_\_\_\_\_, 2021 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Rancho Cucamonga, California

\_\_\_\_\_, 2021

# American Indian Model Schools

## Statement of Financial Position

June 30, 2020

### Assets

#### Current assets

Cash	\$ 3,569,587
Accounts receivable	4,041,933
Prepaid expenses	64,695

Total current assets	<u>7,676,215</u>
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#### Noncurrent assets

Security deposit	36,792
Property and equipment, net	<u>8,647,418</u>

Total noncurrent assets	<u>8,684,210</u>
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Total assets	<u><u>\$ 16,360,425</u></u>
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### Liabilities

#### Current liabilities

Accounts payable	\$ 432,428
Accrued liabilities	237,239
Deferred revenue	46,037
Refundable advance - Paycheck Protection Program (PPP)	1,926,455
Current portion of notes payable	197,976
Current portion of capital leases	<u>19,416</u>

Total current liabilities	<u>2,859,551</u>
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#### Long-term liabilities

Notes payable, less current portion	8,973,336
Capital leases, less current portion	<u>62,097</u>

Total long-term liabilities	<u>9,035,433</u>
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Total liabilities	<u>11,894,984</u>
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### Net Assets

Without donor restrictions	<u>4,465,441</u>
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Total liabilities and net assets	<u><u>\$ 16,360,425</u></u>
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## American Indian Model Schools

Statement of Activities  
Year Ended June 30, 2020

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Support and Revenues	
Local Control Funding Formula	\$ 13,567,086
Federal revenue	747,825
Other State revenue	743,202
Local revenues	326,959
Interest income	1,479
Fundraising revenue	18,834
	<hr/>
Total support and revenues	15,405,385
	<hr/>
Expenses	
Program services	15,918,488
Management and general	1,841,984
Fundraising and development	19,514
	<hr/>
Total expenses	17,779,986
	<hr/>
Change in Net Assets	(2,374,601)
Net Assets, Beginning of Year	6,840,042
	<hr/>
Net Assets, End of Year	\$ 4,465,441
	<hr/> <hr/>

# American Indian Model Schools

## Statement of Functional Expenses

Year Ended June 30, 2020

	Program Services	Management and General	Fundraising and Development	Total Expenses
Salaries	\$ 5,711,523	\$ 805,745	\$ -	\$ 6,517,268
Employee benefits	317,871	44,766	-	362,637
Payroll taxes	973,428	128,880	-	1,102,308
Fees for services	2,581,758	450,536	-	3,032,294
Advertising and promotions	23,442	3,420	-	26,862
Office expenses	374,941	53,411	-	428,352
Information technology	158,253	22,440	-	180,693
Occupancy	600,123	86,116	-	686,239
Conferences and meeting	195,880	25,882	-	221,762
Interest	386,485	55,285	-	441,770
Depreciation	256,243	35,726	-	291,969
Insurance	94,454	13,461	-	107,915
Other expenses	632,784	10,019	19,514	662,317
Capital outlay	61,403	8,767	-	70,170
Special education	1,518,756	-	-	1,518,756
Instructional materials	1,659,757	79,451	-	1,739,208
Nutrition	252,632	1,163	-	253,795
District oversight fees	118,755	16,916	-	135,671
AIPCS - CO Management Fee Expense	390,373	63,076	-	453,449
AIPCS II - CO Management Fee Expense	1,086,377	148,012	-	1,234,389
AIHS - CO Management Fee Expense	727,996	103,327	-	831,323
	<u>18,123,234</u>	<u>2,156,399</u>	<u>19,514</u>	<u>20,299,147</u>
Eliminations	<u>(2,204,746)</u>	<u>(314,415)</u>	<u>-</u>	<u>(2,519,161)</u>
Total functional expenses	<u>\$ 15,918,488</u>	<u>\$ 1,841,984</u>	<u>\$ 19,514</u>	<u>\$ 17,779,986</u>

# American Indian Model Schools

## Statement of Cash Flows Year Ended June 30, 2020

Cash Flows used for Operating Activities	
Change in net assets	\$ (2,374,601)
Adjustments to reconcile change in net assets to net cash used for operating activities	
Depreciation expense	291,969
Changes in operating assets and liabilities	
Accounts receivable	(1,244,937)
Intercompany receivable	1,254,922
Prepaid expenses	(50,509)
Accounts payable	(83,251)
Accrued liabilities	(49,482)
Deferred revenue	46,037
Refundable advance - PPP	1,926,455
Intercompany payable	(1,254,922)
Net Cash used for Operating Activities	<u>(1,538,319)</u>
Cash Flows used for Investing Activities	
Purchases of property and equipment	<u>(928,924)</u>
Cash Flows from Financing Activities	
Proceeds from issuance of notes	3,578,100
Principal payments on notes	(158,946)
Principal payments on capital leases	<u>(18,045)</u>
Net Cash from Financing Activities	<u>3,401,109</u>
Net Change in Cash	933,866
Cash, Beginning of Year	<u>2,635,721</u>
Cash, End of Year	<u>\$ 3,569,587</u>
Supplemental Cash Flow Disclosure	
Cash paid during the period in interest	<u>\$ 441,770</u>

## American Indian Model Schools

Notes to Financial Statements

June 30, 2020

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### Note 1 - Principal Activity and Significant Accounting Policies

#### Organization

American Indian Model Schools (the Organization) was incorporated in the State of California in 1996 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954. The Organization operates three non-profit charter schools, under a charter granted by the Oakland Unified School District that expires on June 30, 2021. The following authorized charters are operated by the Organization:

#### American Indian Public Charter School (AIPCS)

Charter school number authorized by the State: 0106

Currently serves 229 students in grades sixth through eight

#### American Indian Public Charter School II (AIPCS II)

Charter school number authorized by the State: 0882

Currently serves 634 students in grades kindergarten through eight

#### American Indian Public High School (AIPHS)

Charter school number authorized by the State: 0765

Currently serves 397 students in grades ninth through twelfth

#### About AIMS

*"Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations is attendance, academic achievement, and character development results in our students being prepared for lifelong success."*

#### Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

#### Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor restrictions. The Governing Board has designated, from net assets without donor restrictions, net assets for discretionary State and local grants.



## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

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*Net Assets with Donor Restrictions* – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization reports contributions restricted by donors as increases in net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

### **Receivables and Credit Policies**

Accounts receivable consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding accounts receivable as of June 30, 2020 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

### **Intercompany Receivable/Payable**

Intercompany receivable/payable results from a net cumulative difference between resources provided by the Central Office account to each charter school and reimbursement for those resources from each charter school to the Central Office account. Operating transfers include certain costs of shared liabilities and shared assets between the Schools. The Intercompany receivable/payable at each location results from the cumulative payable/receivable entries automatically generated when transactions occur between schools, as well as the Central Office. The net amount either due or receivable by each location is the cumulative of entries over time and reflects the balance at the date of fiscal year end.

### **Property and Equipment**

Property and equipment additions over \$5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2020.

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

#### Revenue and Revenue Recognition

Revenue is recognized when earned. Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received. Conditional contributions, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. The majority of the Organization's federal and state contracts and grants are conditioned upon certain performance requirements and the incurrence of allowable qualifying expenses.

Contributions of goods are recorded at fair value. Contributions of services are recorded at fair value as revenue at the time the service is rendered when specialized skills are required and when the Organization would otherwise purchase the services. No amounts have been reflected in the accompanying financial statements for contributed goods or services during the year being reported because items did not meet the definition above. Contributions with donor restrictions received are recorded as increases in net assets with donor restrictions. Net assets with donor restrictions received are recognized as revenue without donor restrictions when the terms of the restrictions are met, which may be in the same period if the revenue is received and the restriction satisfied during the same period. All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor.

The Organization was granted a \$1,922,400 loan under the Paycheck Protection Program (PPP) administered by a Small Business Administration (SBA) approved partner. The loan is uncollateralized and is fully guaranteed by the Federal government. The Organization is eligible for loan forgiveness of up to 100% of the loan, upon meeting certain requirements. The Organization has recorded the loan and any accrued interest as a refundable advance and will record the forgiveness in accordance with guidance for conditional contributions when there is no longer a measurable performance or other barrier and a right to return of the PPP loan or when such conditions are explicitly waived. Proceeds from the loan are eligible for forgiveness if the Organization maintains employment levels during its covered period and uses the funds for certain payroll, rent, and utility expenses. No contribution revenue has been recorded for the year ended June 30, 2020. The Organization will be required to repay any remaining balance, plus interest accrued at 1%, in monthly payments commencing upon notification of forgiveness or partial forgiveness. At June 30, 2020, the refundable advance related to PPP consists of \$1,922,400 in loan and \$4,055 in accrued interest.

#### Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

#### Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

#### Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

#### Recent Accounting Pronouncements

In February 2016, FASB issued Accounting Standards Update (ASU) 2016-02, *Leases*. ASU 2016-02 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the payments to be made to lessor, on its statement of financial position for all operating leases greater than 12 months. Although the full impact of this update on the Organization's financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its statement of financial position relating to facility and other leases currently being accounted for as operating leases.

The ASU is effective for the Organization for the year ended June 30, 2022. Management is evaluating the impact of the adoption of this standard.

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, as amended, supersedes or replaces nearly all GAAP revenue recognition guidance. These standards establish a new contract and control-based revenue recognition model, change the basis for deciding when revenue is recognized over time or at a point in time, and expand disclosures about revenue.

Topic 606 is effective for the Organization for the year ended June 30, 2021. Management is evaluating the impact of the adoption of this standard.

#### Change in Accounting Principle

The Organization has adopted the provisions of ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08) applicable to contributions received and has early adopted the provisions of contributions made. ASU 2018-08 clarifies and improves the scope and the accounting guidance for contributions received and contributions made. Management has adopted this standard because it assists the Organization in evaluating whether transactions should be accounted for as contributions or exchange transactions and in determining whether a contribution is conditional. As of July 1, 2019, the Organization has implemented the provisions of ASU 2018-08 on a modified prospective basis to agreements that were not completed as of the date of adoption or were entered after the date of adoption. Management has determined that the adoption of this standard did not have a significant impact on the Organization's financial statements.

On June 3, 2020, the FASB issued Accounting Standards Update (ASU) 2020-05, *Revenue from Contracts with Customers* (Topic 606) and *Leases* (Topic 842) Effective Dates for Certain Entities, as part of its efforts to support and assist stakeholders as they cope with the many challenges and hardships related to the COVID-19 pandemic.

ASU 2020-05 defers the effective date of FASB ASC 606, *Revenue from Contract with Customers*, for certain entities that have not yet issued their financial statements (or made financial statements available for issuance) reflecting the adoption of FASB ASC 606. Those entities may elect to adopt FASB ASC 606 for annual reporting periods beginning after December 15, 2019, and for interim reporting periods within annual reporting periods beginning after December 15, 2020. Those entities may elect to follow the original effective date of annual reporting periods beginning after December 15, 2018, and interim reporting periods within annual reporting periods beginning after December 15, 2019.

The effective date for a public business entity, a nonprofit entity that has issued, or is a conduit bond obligor for, securities that are traded, listed, or quoted on an exchange or an over-the-counter market, and an employee benefit plan that files or furnishes financial statements with or to the Securities and Exchange Commission (SEC) is not affected by the amendments in this ASU.

The effective date of FASB ASC 842, *Leases*, is deferred by one year, as follows:

For private companies and private nonprofits, to fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022.

For public nonprofits that have not yet issued their financial statements (or made financial statements available for issuance) reflecting the adoption of FASB ASC 842, to fiscal years beginning after December 15, 2019, including interim periods within those fiscal years.

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

The Organization has adopted this standard as management believes the standard improves the usefulness and understandability of the Organization's financial reporting. Accordingly, there is no effect on net assets in connection with the implementation of ASU 2020-05.

#### Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	\$ 3,569,587
Accounts receivable	<u>4,041,933</u>
Total	<u><u>\$ 7,611,520</u></u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

#### Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2020:

Land	\$ 2,451,271
Building improvements	1,819,237
Building	5,719,632
Computer and equipment	173,809
Work in progress	<u>928,924</u>
	11,092,873
Less accumulated depreciation	<u>(2,445,455)</u>
Total	<u><u>\$ 8,647,418</u></u>

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

#### Note 4 - Notes Payable

Notes payable consist of the following at June 30, 2020:

Note payable, due in variable monthly installments principal and interest at 5.250%, collateralized by (a) a deed of trust for the real property located in Alameda County, CA; (b) an assignment of all rents to lender on real property located in Alameda County, CA; and (c) all financial contracts and all proceeds thereof, including all accounts and general intangibles, described in the Commercial Security Agreement, with a carrying value of \$9,300,000; maturing in 2029.

\$ 9,171,312

Future maturities of notes payable are as follows:

Year Ending June 30,	Principal
2021	\$ 197,976
2022	210,504
2023	222,692
2024	233,000
2025	244,268
Thereafter	<u>8,062,872</u>
Total	<u>\$ 9,171,312</u>

#### Note 5 - Capital Leases

The Organization leases vehicles under a lease expiring through 2024.

Future minimum lease payments are as follows:

Year Ending June 30,	
2021	\$ 24,699
2022	24,699
2023	24,699
2024	<u>19,283</u>
Total minimum lease payments	93,380
Less amount representing interest	<u>(11,867)</u>
Total	<u>\$ 81,513</u>

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

Leased property under capital leases includes the following at June 30, 2020:

Vehicles	\$ 103,857
Less accumulated amortization	(41,544)
Total	<u>\$ 62,313</u>

#### Note 6 - Operating Lease

On June 19, 2019, American Indian Charter School entered into a Single-Year Co-Location Use Agreement (Agreement) with Oakland Unified School District (OUSD) for the property located at 746 Grand Avenue, Oakland, California 94610. The single-year term of the Agreement expires June 30, 2020. Per the agreement, American Indian Charter School agrees to pay OUSD an annual fee for use of the District premises consistent with California Code of Regulations, Title 5, Section 11969.7 (the "Pro Rata Share Charge"). Total annual Pro Rata Share charge due at June 30, 2020, was \$119,718.

#### Note 7 - Net Assets

Net assets consist of the following at June 30, 2020:

Net assets without donor restrictions	
Designated for Classified School Employee Professional Development	\$ 7,701
Designated for Low Performing Students Block Grant	69,184
Designated for Measure G1	105,702
Designated for Measure N	51,600
Designated for College Readiness	6,553
Designated for Scholarship Funds	100,934
Designated for SB 117 COVID-19 Response Funds	131
Undesignated	<u>4,189,576</u>
Total net assets without donor restrictions	<u>\$ 4,531,381</u>

#### Note 8 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California Public Employees' Retirement System (CalPERS).

## American Indian Model Schools

### Notes to Financial Statements

June 30, 2020

## California Public Employees Retirement System (CalPERS)

### Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2018, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at:

<https://www.calpers.ca.gov/page/forms-publications>.

### Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2020, are summarized as follows:

	School Employer Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire date		
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	7.00%
Required employer contribution rate	19.721%	19.721%



## American Indian Model Schools

Notes to Financial Statements

June 30, 2020

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### Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2020, are presented above and the total Organization's contributions were \$389,110.

### Note 9 - Contingencies

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

### Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through \_\_\_\_\_, 2021, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent to year-end, the Organization has been negatively impacted by the effects of the world-wide coronavirus pandemic. The Organization is closely monitoring its operations, liquidity, and capital resources and is actively working to minimize the current and future impact of this unprecedented situation. As of the issuance date of these financial statements, the full impact to the Organization's financial position is not known beyond increased cash flow monitoring due to state apportionment deferrals.

Supplementary Information

June 30, 2020

## American Indian Model Schools

**American Indian Model Schools**  
Local Education Agency Organization Structure  
June 30, 2020

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**ORGANIZATION**

American Indian Model Schools operate three non-profit charter schools: American Indian Public Charter School (Charter Number 0106), American Indian Public Charter School II (Charter Number 0882), and American Indian Public High School (Charter Number 0765). The Schools are operating under a charter granted by the Oakland Unified School District and offer classroom-based instruction for grades K - 12.

Governing Board		
Member	Office	Term Expires
Steven Leung	President	June 2021
Toni Cook	Director	June 2020
Benson Wan	Director	June 2020
Clifford Thompson	Director	June 2020
Christopher Edington	Director	June 2020
Administration		
Name	Title	
Maya Woods-Cadiz	Superintendent	

**American Indian Model Schools**  
Schedule of Average Daily Attendance  
Year Ended June 30, 2020

**AIPCS**

	Second Period Report AD81E3D1	Annual Report 414F4E8A
Regular ADA		
Sixth	81.83	81.83
Seventh and eighth	146.82	146.82
Total Regular ADA	228.65	228.65
Classroom based ADA		
Sixth	81.83	81.83
Seventh and eighth	146.82	146.82
Total Classroom Based ADA	228.65	228.65

**AIPCS II**

	Second Period Report 6DED8F97	Annual Report 14B9F1C7
Regular ADA		
Kindergarten through third	279.80	279.80
Fourth through sixth	210.10	210.10
Seventh and eighth	144.29	144.29
Total Regular ADA	634.19	634.19
Classroom based ADA		
Kindergarten through third	279.80	279.80
Fourth through sixth	210.10	210.10
Seventh and eighth	144.29	144.29
Total Classroom Based ADA	634.19	634.19

**AIPHS**

	Second Period Report 96F0F8E1	Annual Report C223D319
Regular ADA		
Ninth through twelfth	397.49	397.49
Total Regular ADA	397.49	397.49
Classroom based ADA		
Ninth through twelfth	397.49	397.49
Total Classroom Based ADA	397.49	397.49

## American Indian Model Schools

Schedule of Instructional Time

Year Ended June 30, 2020

### AIPCS

Grade Level	1986-1987 Minutes Requirement	2019-2020 Actual Minutes	Number of Days		Status
			Traditional Calendar	Multitrack Calendar	
Grades 6 - 8	54,000				
Grade 6		64,290	182	N/A	Complied
Grade 7		64,290	182	N/A	Complied
Grade 8		66,525	182	N/A	Complied

### AIPCS II

Grade Level	1986-1987 Minutes Requirement	2019-2020 Actual Minutes	Number of Days		Status
			Traditional Calendar	Multitrack Calendar	
Kindergarten	36,000	55,605	182	N/A	Complied
Grades 1 - 3	50,400				
Grade 1		55,605	182	N/A	Complied
Grade 2		66,525	182	N/A	Complied
Grade 3		66,525	182	N/A	Complied
Grades 4 - 8	54,000				
Grade 4		66,525	182	N/A	Complied
Grade 5		66,525	182	N/A	Complied
Grade 6		64,290	182	N/A	Complied
Grade 7		64,290	182	N/A	Complied
Grade 8		66,525	182	N/A	Complied

### AIPHS

Grade Level	1986-1987 Minutes Requirement	2019-2020 Actual Minutes	Number of Days		Status
			Traditional Calendar	Multitrack Calendar	
Grades 9 - 12	64,800				
Grade 9		81,420	182	N/A	Complied
Grade 10		81,420	182	N/A	Complied
Grade 11		81,420	182	N/A	Complied
Grade 12		81,420	182	N/A	Complied

**American Indian Model Schools**  
Combining Statement of Financial Position  
June 30, 2020

	Central Office	AIPCS	AIPCS II
<b>Assets</b>			
<b>Current assets</b>			
Cash	\$ -	\$ 299,891	\$ 3,269,696
Accounts receivable	4,638	1,054,477	1,795,757
Intercompany receivable	430,967	-	19,738
Prepaid expenses	-	3,399	16,646
	<u>435,605</u>	<u>1,357,767</u>	<u>5,101,837</u>
<b>Total current assets</b>	<u>435,605</u>	<u>1,357,767</u>	<u>5,101,837</u>
<b>Noncurrent assets</b>			
Security deposit	-	2,500	27,250
Property and equipment, net	-	194,117	8,432,530
	<u>-</u>	<u>196,617</u>	<u>8,459,780</u>
<b>Total noncurrent assets</b>	<u>-</u>	<u>196,617</u>	<u>8,459,780</u>
<b>Total assets</b>	<u><u>\$ 435,605</u></u>	<u><u>\$ 1,554,384</u></u>	<u><u>\$ 13,561,617</u></u>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable	\$ 366,488	\$ -	\$ 65,940
Accrued liabilities	68,845	45,843	66,318
Deferred revenue	-	3,373	40,069
Refundable advance - Paycheck Protection Program (PPP)	-	-	1,926,455
Intercompany payable	-	298,568	169,361
Current portion of notes payable	-	-	197,976
Current portion of capital leases	-	6,472	6,472
	<u>435,333</u>	<u>354,256</u>	<u>2,472,591</u>
<b>Total current liabilities</b>	<u>435,333</u>	<u>354,256</u>	<u>2,472,591</u>
<b>Long-term liabilities</b>			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	-	20,699	20,699
	<u>-</u>	<u>20,699</u>	<u>8,994,035</u>
<b>Total long-term liabilities</b>	<u>-</u>	<u>20,699</u>	<u>8,994,035</u>
<b>Total liabilities</b>	<u>435,333</u>	<u>374,955</u>	<u>11,466,626</u>
<b>Net Assets</b>			
Without donor restrictions	<u>272</u>	<u>1,179,429</u>	<u>2,094,991</u>
<b>Total liabilities and net assets</b>	<u><u>\$ 435,605</u></u>	<u><u>\$ 1,554,384</u></u>	<u><u>\$ 13,561,617</u></u>

**American Indian Model Schools**  
Combining Statement of Financial Position  
June 30, 2020

	AIPHS	Elimination	Total
<b>Assets</b>			
<b>Current assets</b>			
Cash	\$ -	\$ -	\$ 3,569,587
Accounts receivable	1,187,061	-	4,041,933
Intercompany receivable	17,224	(467,929)	-
Prepaid expenses	44,650	-	64,695
<b>Total current assets</b>	<b>1,248,935</b>	<b>(467,929)</b>	<b>7,676,215</b>
<b>Noncurrent assets</b>			
Security deposit	7,042	-	36,792
Property and equipment, net	20,771	-	8,647,418
<b>Total noncurrent assets</b>	<b>27,813</b>	<b>-</b>	<b>8,684,210</b>
<b>Total assets</b>	<b>\$ 1,276,748</b>	<b>\$ (467,929)</b>	<b>\$ 16,360,425</b>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable	\$ -	\$ -	\$ 432,428
Accrued liabilities	56,233	-	237,239
Deferred revenue	2,595	-	46,037
Refundable advance - Paycheck Protection Program (PPP)	-	-	1,926,455
Intercompany payable	-	(467,929)	-
Current portion of notes payable	-	-	197,976
Current portion of capital leases	6,472	-	19,416
<b>Total current liabilities</b>	<b>65,300</b>	<b>(467,929)</b>	<b>2,859,551</b>
<b>Long-term liabilities</b>			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	20,699	-	62,097
<b>Total long-term liabilities</b>	<b>20,699</b>	<b>-</b>	<b>9,035,433</b>
<b>Total liabilities</b>	<b>85,999</b>	<b>(467,929)</b>	<b>11,894,984</b>
<b>Net Assets</b>			
Without donor restrictions	1,190,749	-	4,465,441
<b>Total liabilities and net assets</b>	<b>\$ 1,276,748</b>	<b>\$ (467,929)</b>	<b>\$ 16,360,425</b>

See Note to Supplementary Information

**American Indian Model Schools**  
Combining Statement of Activities  
June 30, 2020

	Central Office	AIPCS	AIPCS II
	Without Donor Restrictions	Without Donor Restrictions	Without Donor Restrictions
Support and revenues			
Local Control Funding Formula	\$ -	\$ 2,315,504	\$ 6,612,315
Federal revenue	-	210,636	372,377
Other State revenue	-	240,229	366,861
Local revenues	2,519,433	57,540	201,951
Interest income	-	158	1,043
Fundraising revenue	-	1,760	7,267
Total support and revenues	<u>2,519,433</u>	<u>2,825,827</u>	<u>7,561,814</u>
Expenses			
Program services	2,204,746	2,548,471	8,733,680
Management and general	314,415	326,448	965,594
Fundraising and development	-	-	7,119
Total expenses	<u>2,519,161</u>	<u>2,874,919</u>	<u>9,706,393</u>
Change in Net Assets	272	(49,092)	(2,144,579)
Net Assets, Beginning of Year	<u>-</u>	<u>1,228,521</u>	<u>4,239,570</u>
Net Assets, End of Year	<u><u>\$ 272</u></u>	<u><u>\$ 1,179,429</u></u>	<u><u>\$ 2,094,991</u></u>



**American Indian Model Schools**  
Combining Statement of Activities  
June 30, 2020

	AIPHS		
	Without Donor		
	Restrictions	Elimination	Total
Support and revenues			
Local Control Funding Formula	\$ 4,639,267	\$ -	\$ 13,567,086
Federal revenue	164,812	-	747,825
Other State revenue	136,112	-	743,202
Local revenues	67,196	(2,519,161)	326,959
Interest income	278	-	1,479
Fundraising revenue	9,807	-	18,834
Total support and revenues	5,017,472	(2,519,161)	15,405,385
Expenses			
Program services	4,636,337	(2,204,746)	15,918,488
Management and general	549,942	(314,415)	1,841,984
Fundraising and development	12,395	-	19,514
Total expenses	5,198,674	(2,519,161)	17,779,986
Change in Net Assets	(181,202)	-	(2,374,601)
Net Assets, Beginning of Year	1,371,951	-	6,840,042
Net Assets, End of Year	\$ 1,190,749	\$ -	\$ 4,465,441

**American Indian Model Schools**  
**Reconciliation of Annual Financial and Budget Report with Audited Financial Statements**  
**Year Ended June 30, 2020**

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Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	<u>AIPCS</u>	<u>AIPCS II</u>
Net Assets		
Balance, June 30, 2020, Unaudited Actuals	\$ 1,199,167	\$ 2,141,193
Increase in		
Intercompany receivables	-	19,738
Intercompany payables	(19,738)	-
Accounts payable	<u>-</u>	<u>(65,940)</u>
Balance, June 30, 2020, Audited Financial Statements	<u>\$ 1,179,429</u>	<u>\$ 2,094,991</u>

**American Indian Model Schools**  
**Note to Supplementary Information**  
**June 30, 2020**

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**Note 1 - Purpose of Supplementary Schedules**

**Local Education Agency Organization Structure**

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

**Schedule of Average Daily Attendance**

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

**Schedule of Instructional Time**

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 47612.5.

Due to school closures caused by COVID-19, the Organization filed the COVID-19 School Closure Certification certifying that schools were closed for 48 days due to the pandemic. As a result, the Organization received credit for these 48 days in meeting the annual instructional days requirement. In addition, planned minutes covered by the COVID-19 School Certification were included in the Actual Minutes column but were not actually offered due to the COVID-19 school closure.

**Combining Statement of Financial Position and Combining Statement of Activities**

The Combining Statement of Financial Position and Combining Statement of Activities are included to provide information regarding the individual programs of the Charter Schools within the Organization and are presented on the accrual basis of accounting. Eliminating entries in the Combining Statement of Financial Position and Combining Statement of Activities are for activities between each charter school.

**Reconciliation of Annual Financial Report with Audited Financial Statements**

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Independent Auditor's Reports

June 30, 2020

**American Indian Model Schools**

**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

Governing Board  
American Indian Model Schools  
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of American Indian Model Schools (the Organization) which comprise the statement of financial position as of June 30, 2020, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated \_\_\_\_\_, 2021.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California  
\_\_\_\_\_, 2021

## **Independent Auditor's Report on State Compliance**

Governing Board  
American Indian Model Schools  
Oakland, California

### **Report on State Compliance**

We have audited American Indian Model Schools' (the Organization) compliance with the types of compliance requirements described in the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the state laws and regulations listed in the table below for the year ended June 30, 2020.

### **Management's Responsibility**

Management is responsible for compliance with the state laws and regulations as identified in the table below.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the Organization's compliance with state laws and regulations based on our audit of the types of compliance requirements referred to below. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements listed below has occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on state compliance. However, our audit does not provide a legal determination of the Organization's compliance.

## Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Organization's compliance with the State laws and regulations applicable to the following items:

	Procedures Performed
<b>LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS</b>	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
Gann Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
<b>SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS</b>	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program:	
General Requirements	Yes
After School	Yes
Before School	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control Accountability Plan	Yes
Independent Study - Course Based	No, see below



	Procedures Performed
<b>CHARTER SCHOOLS</b>	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	No, see below

Programs listed above for local education agencies are not applicable to charter schools; therefore, we did not perform any related procedures.

The Organization does not offer a Before School Education and Safety Program; therefore, we did not perform procedures related to the Before School Education and Safety Program.

The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study nor for Determination of Funding for Nonclassroom-Based Instruction because the Organization is classroom-based.

We did not perform procedures for the Charter School Facility Grant Program because the Organization did not receive funding for this program.

### ***Unmodified Opinion***

In our opinion, American Indian Model Schools complied with the laws and regulations of the state programs referred to above for the year ended June 30, 2020.

The purpose of this report on state compliance is solely to describe the results of our testing based on the requirements of the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California  
\_\_\_\_\_, 2021

## American Indian Model Schools

Summary of Auditor's Results

Year Ended June 30, 2020

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### **FINANCIAL STATEMENTS**

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

### **STATE COMPLIANCE**

Type of auditor's report issued on compliance for programs:	Unmodified
--	------------

## American Indian Model Schools

Financial Statement Findings

Year Ended June 30, 2020

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None reported.

**American Indian Model Schools**  
State Compliance Findings and Questioned Costs  
Year Ended June 30, 2020

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None reported.

**American Indian Model Schools**  
Summary Schedule of Prior Audit Findings  
Year Ended June 30, 2020

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There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



**American Indian  
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**AIPCS I & II**  
*Downtown Oakland Campus*

**AIPHS**  
*Lakeview Campus*

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## American Indian Model Schools 2020-2021 2<sup>nd</sup> Interim Executive Summary

American Indian Model Schools is a Charter District comprised of 3 schools. American Indian Public Charter School was initially established in 1996. The American Indian Model Schools Charter District was formed in 2006 with the expansion of schools, adding American Indian Public High School and American Indian Public Charter II (K-8). The Charter is located in Oakland of Alameda County.

American Indian Model Schools currently enrolls 1,332 students in 3 schools; One K-8, One Middle School (6-8), and One High School. AIMS currently employs 114 full and four part-time staff to serve our students.

### Governance

The Charters are governed by a volunteer Board of Trustees. There are five members of the Board, each volunteering their term. The school board meets once a month on the third Tuesday of each month. The Board of Trustees is advised by several other committees such as the Governance, Finance, Facility, and LCAP Advisory Committees' that also meet monthly. Charter operations are led by Superintendent Maya Woods-Cadiz.

### Enrollment

In accordance with the 2016-2021 Charter Agreement with Oakland Unified School District, AIMS K12 has nearly reached its full enrollment capacity. American Indian Public Charter (AIPCS) is capped at 250 students, American Indian Public Charter II (AIPCS II) 675, and American Indian Public High School (AIPHS) at 450. American Indian K-12 schools' enrollment has not been adjusted to reflect any growth formula that was in the Governor's budget. Upon the recertification of the P1, the deferred funding approved in the Growth Funding Application and enrollment can be reflected. The report below reflects enrollment numbers, the Average Daily Attendance (ADA) number, and the Average Daily Attendance(ADA) percentages used in projecting the budgets. Aims current waitlist is reflected as well.

2020-2021 1st INTERIM				
	AIPCS	AIPCS II	AIPHS	TOTAL
Enrollment	240	661	419	1320
Average Daily Attendance %	97%	97%	95%	
Average daily Attendance	233	641.2	398	1286

2020-2021 2nd INTERIM				
	AIPCS	AIPCS II	AIPHS	TOTAL
Enrollment	240	661	419	1320
Average Daily Attendance %	97%	97%	95%	
Average Daily Attendance	233	641.2	398	1286

ENROLLMENT WAIT LIST as of January 31,21	
SITE	TOAL
AIPCS	9
AIPCS II	598
AIPHS	34
<b>TOTAL</b>	<b>641</b>



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## **2020-21 State Budget**

### **Political Landscape**

- It's an election year
- The legislature asserted authority to respond to COVID 19 crisis and make significant changes to the Governor's May Revision
- Legislature protected K-12 schools and other programs with large deferrals rather than direct cuts
- One-time federal funds and PERS/STRS relief ease pressure

### **Principal Apportionment Deferrals**

Schools are faced with two sets of K-12 Principal Apportionment Deferrals for a total of \$11.1 billion pushed into next fiscal year. A deferral creates a one-time loss of funds in the year implemented and may cause significant cash flow and budget impacts.

- \$1.9 billion in June 2020 payments deferred to July 2020, and then repeated for June 2021 to July 2021.
- Additional \$9.2 billion deferred in 2020-21 from:
  - June 2021 to July 2021
  - May 2021 to August 2021
  - April 2021 to September 2021
  - March 2021 to October 2021
  - February 2021 to November 2021
  -

### **Principal Apportionment Deferrals**

The budget sets 20-21 ADA for funding purposes at 2019-20 P-2 levels

- 2019-20 P2 ADA calculated on July 1, 2019 – February 29, 2020 attendance
- Holds LEAS harmless from declining enrollment, but provides no increase to funds for ADA growth
- The Governor urged the legislature to pursue targeted solutions which resulted in the passage of SB820 and the “Growth Funding Application”. This will allow school that planned for growth to apply for additional funding.

Provided by Susan Lefkowitz, CSMC



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## **Budget**

American Indian Model Schools' fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. The 2020-2021 1<sup>st</sup> Interim budget projected a \$17,230,961M budget. The 2020-21 2nd Interim Budget proposal reported in this executive summary has been revised to reflect \$18,424,301, a 7% budget increase across all schools.

REVENUES	AIMS K12			
	1ST INTERIM	2ND INTERIM	DIFF	%
TOTALS	\$ 17,230,961	\$ 18,424,301	\$ 1,193,340	7%

*\*LCFF: Local Control Funding Formula*

The General Fund (*LCFF + Other State Revenue*) is used to record the day-to-day operations of the Charter. There are nine special purpose funds to capture the remaining budget.

- GENERAL PURPOSE: State Apportionments include the LCFF calculations based on Average Daily Attendance enrollment and percentages (ADA) and Other State Revenue: State Food Revenue, State Lottery and State Mandated Block Grant

## **Special Funds**

- ASES: Afterschool Program
- LOCAL FUNDS (Measure G1, Donations & Grants)

## **Federal**

American Indian Model Schools receives direct funding\* of federal funds for at risk students:

*\*Direct Funding: Federal allocation is directly provided to Charter. The funds do not "pass-through" the Authorizing District (Oakland Unified School District)*

- Title I, Part A Low Income at Risk
- Professional Development (Title II)
- English Learners (Title III)
- NSLP/SSO: Funding to provide meals to those students qualifying for free or reduced lunches.
- New- CARES Act: ESSER Funding (1<sup>st</sup> and 2<sup>nd</sup> Round)
- New- CARES Act: Learning Loss Mitigation Funds (expended by December 30,2020)
- New- CARES Act: GEER Funds

## **Budget Benchmarks – Process timeline**

- AIMS 2020-2021 Budget Adoption: June 25,2020
- State's 2020-2021 June Budget Adoption: June 30,2019
- 45 Day Budget Revision (not required): Mid-August
- Unaudited Actuals (2019-20 Closing): September 01,2020
- First Interim (Realignment based on July – October 31 Activity): December 1, 2020





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- January Governors Release (Projections for 2020-2021): January 2021
- **Second Interim (Realignment based on Nov 1, 2019– Jan 31, 2020)- March 1, 2021**
- Governors May Revise (Revision to Jan. Gov. Release): May 2021
- 2021-22 Budget Adoption – June 15, 2021

## 2nd Interim

An interim statement is a financial report covering a period of less than a year. The reports are used to convey the performance of AIMS before the end of the annual reporting cycle. California Public Schools are required to submit Interim reports two time a year. Unlike annual statements, interim reports are not required to be audited. The 2nd Interim report for AIMS captures activity from November 1, 2020 through January 31, 2021. This report is presented to the Board at the end of February and submitted to our authorizer, OUSD, in early March.

## Revenues

AIMS K12 is primarily funded by State and Federal revenues, less than 3% of revenues are based on grants and/or local revenues. The FCMAT 2<sup>nd</sup> Interim calculator remained consistent with 1<sup>st</sup> interim projections. A slight increase at AIPCS was reflected due to a revision in the calculation. As outlined in the 2020-21 Governor's Budget, Federal sources supplemented the State apportionment loss by providing an additional 51% in COVID revenues to AIMS K12 budgets. Below highlight the changes in summary and per school:

REVENUES	AIMS K12			
	1ST INTERIM	2ND INTERIM	DIFF	%
LCFF SOURCES	\$ 13,529,382	\$ 13,531,279	\$ 1,897	0.01%
FEDERAL REVENUES	\$ 2,332,398	\$ 3,513,841	\$ 1,181,443	51%
OTHER STATE REVENUES	\$ 700,589	\$ 700,589	\$ -	0%
LOCAL REVENUES	\$ 668,592	\$ 678,592	\$ 10,000	1%
<b>TOTALS</b>	<b>\$ 17,230,961</b>	<b>\$ 18,424,301</b>	<b>\$ 1,193,340</b>	<b>7%</b>



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REVENUES	AIPCS			
	1ST INTERIM	2ND INTERIM	DIFF	%
LCFF SOURCES	\$ 2,310,857	\$ 2,312,754	\$ 1,897	0.00%
FEDERAL REVENUES	\$ 443,015	\$ 512,306	\$ 69,291	16%
OTHER STATE REVENUES	\$ 232,479	\$ 232,479	\$ -	0%
LOCAL REVENUES	\$ 212,475	\$ 212,475	\$ -	0%
<b>TOTALS</b>	<b>\$ 3,198,826</b>	<b>\$ 3,270,014</b>	<b>\$ 71,188</b>	<b>2%</b>

**LCFF SOURCES:** Reflects a calculation adjustment for AIPCS

**FEDERAL REVENUES:** Lowered revenues for TITLE funding were adjusted by the allocations confirmed during the January submission of the Consolidated Application. The NEW ESSER funding of \$168,633 offset the reduction of TITLE funding.

REVENUES	AIPCS II			
	1ST INTERIM	2ND INTERIM	DIFF	%
LCFF SOURCES	\$ 6,633,894	\$ 6,633,894	\$ -	0.00%
FEDERAL REVENUES	\$ 1,334,171	\$ 2,103,743	\$ 769,572	58%
OTHER STATE REVENUES	\$ 329,202	\$ 329,202	\$ -	0%
LOCAL REVENUES	\$ 179,822	\$ 179,822	\$ -	0%
<b>TOTALS</b>	<b>\$ 8,477,089</b>	<b>\$ 9,246,661</b>	<b>\$ 769,572</b>	<b>9%</b>

**FEDERAL REVENUES:** Increased revenues for TITLE funding were adjusted by the allocations confirmed during the January submission of the 2020-21 Consolidated Application. The NEW ESSER funding represents \$753,988 of the total increase.

REVENUES	AIPHS			
	1ST INTERIM	2ND INTERIM	DIFF	%
LCFF SOURCES	\$ 4,584,631	\$ 4,584,631	\$ -	0.00%
FEDERAL REVENUES	\$ 555,212	\$ 897,792	\$ 342,580	62%
OTHER STATE REVENUES	\$ 138,908	\$ 138,908	\$ -	0%
LOCAL REVENUES	\$ 276,295	\$ 286,295	\$ 10,000	4%
<b>TOTALS</b>	<b>\$ 5,555,046</b>	<b>\$ 5,907,626</b>	<b>\$ 352,580</b>	<b>6%</b>

**FEDERAL REVENUES:** Increased revenues for TITLE funding were adjusted by the allocations confirmed during the January submission of the 2020-21 Consolidated Application. The NEW ESSER funding represents \$337,645 of the total increase.

**LOCAL REVENUES:** Reflects the receipt of Fundraising funds



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## **NEW FUNDING:**

**2nd INTERIM:** NEW ESSER funding recently approved by the government AIMS K12 has been approved to receive \$1,383,066.45 in additional CARES ESSER funding to support Covid 19 response education. The new funds will be released in the spring of the 2020-2021 fiscal year to be eligible for use until September 2022. Listed below are the NEW funding reflected in AIMS K12 2020-2021 2nd Interim Report.

	<b>AIPCS</b>	<b>AIPCS II</b>	<b>AIPHS</b>	
<b>Funding Resource</b>	<b>Total Grant</b>	<b>Total Grant</b>	<b>Total Grant</b>	<b>AIMS K12 TOTAL</b>
NEW ESSER FUNDING	\$ 168,633	\$ 753,988	\$ 337,645	\$ 1,260,266

**1st INTERIM:** During First Interim 2020-2021 AIMS K12 received \$1,383,066.45 in CARES funding to support Covid 19 response education. Listed below is the funding reflected in AIMS K12 2020-2021 1<sup>st</sup> Interim Report.

	<b>AIPCS</b>	<b>AIPCS II</b>	<b>AIPHS</b>	
<b>Funding Resource</b>	<b>Total Grant</b>	<b>Total Grant</b>	<b>Total Grant</b>	
CARES ESSER	\$ 40,384.00	\$ 182,661.00	\$ 81,798.00	\$ 304,843.00
CARES LLMF	\$ 4,600.00	\$ 8,740.00	\$ 6,440.00	\$ 19,780.00
CARES LLMF	\$ 171,822.00	\$ 475,690.15	\$ 295,308.30	\$ 942,820.45
CARES LLMF	\$ 19,734.00	\$ 56,352.00	\$ 39,537.00	\$ 115,623.00
<b>TOTAL</b>	<b>\$236,540.00</b>	<b>\$723,443.15</b>	<b>\$423,083.30</b>	<b>\$1,383,066.45</b>

## **SSO Grant:**

On September 17, 2020 AIMS K12 was approved to participate in the SSO Food program. This program was designed to ensure that students and families were provided with meals during the pandemic. The State funded program, reimburses full cost of meals AIMS K12 distributes to its students and surrounding community. The program differs from the NSLP program as it does not require the same level of record maintenance for reimbursement as this program tracks the meals distributed not the child it is distributed to. The language also allows AIMS to provide meals for any community member under the age of 18. The program allows for full reimbursement of cost.

## **Elementary & Secondary School Relief Emergency Fund (ESSER)**

ESSER funding is outlined in the 2020-21 Governor's budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's ESSER budget for schools. ESSER funds are available for expensing until 9/30/2022. These funds are meant to assist schools in preparing for distance or hybrid learning. AIMS approved the application for the ESSER funds during the August 18, 2020 Board Meeting. The total State budget is 1.65B of which AIMS K12 received \$304,843 at 1<sup>st</sup> Interim.

California Department of Education has released the new allocations for the second round of ESSER funds in which AIMS K12 has received an additional \$1,260,266



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## **GOVERNORS EMERGENCY EDUCATION RELIEF (GEER): Learning Loss Mitigation** (Based on Students with Disabilities)

GEER funding is outlined in the 2020-21 Governor's budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's GEER budget for schools. GEER funds are available for expensing until 9/30/2022. These funds are meant to address learning loss or accelerating progress to close learning gaps. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil supports to address barriers in learning. The total State budget is 1.5B of which AIMS K12 received \$19,780.

## **CARES: Learning Loss Mitigation Fund (LLMF)** (Based on Supplemental & Concentration Grants)

LLMF funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES). These funds are meant to address learning loss or accelerating progress to close learning gaps. LLMF funds are expected to expended by December 30,2020. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil supports to address barriers in learning. AIMS approved the application for the LLMF funds during the August 18, 2020 Board Meeting. The total State budget is 2.86B of which AIMS K12 received \$942,820. These funds were fully expended by the December 30, 2020 deadline.

## **GENERAL FUND: Learning Loss Mitigation (LMFF)** (Based on LCFF)

LLMF funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's LMFF budget for schools. These funds are meant to address learning loss or accelerating progress to close learning gaps. LLMF funds are expected to expended by December 30,2020. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil supports to address barriers in learning. AIMS approved the application for the LLMF funds during the August 18, 2020 Board Meeting. The total State budget is 440M of which AIMS K12 received \$115,623. These funds were fully expended by the December 30, 2020 deadline.

## **Roberto Family Trust Donation**

In 2012 American Indian Public Charter and American Indian Public High School were named in the Roberto Family Trust each school was granted \$125,000. These funds were initially reflected during the 1<sup>st</sup> Interim



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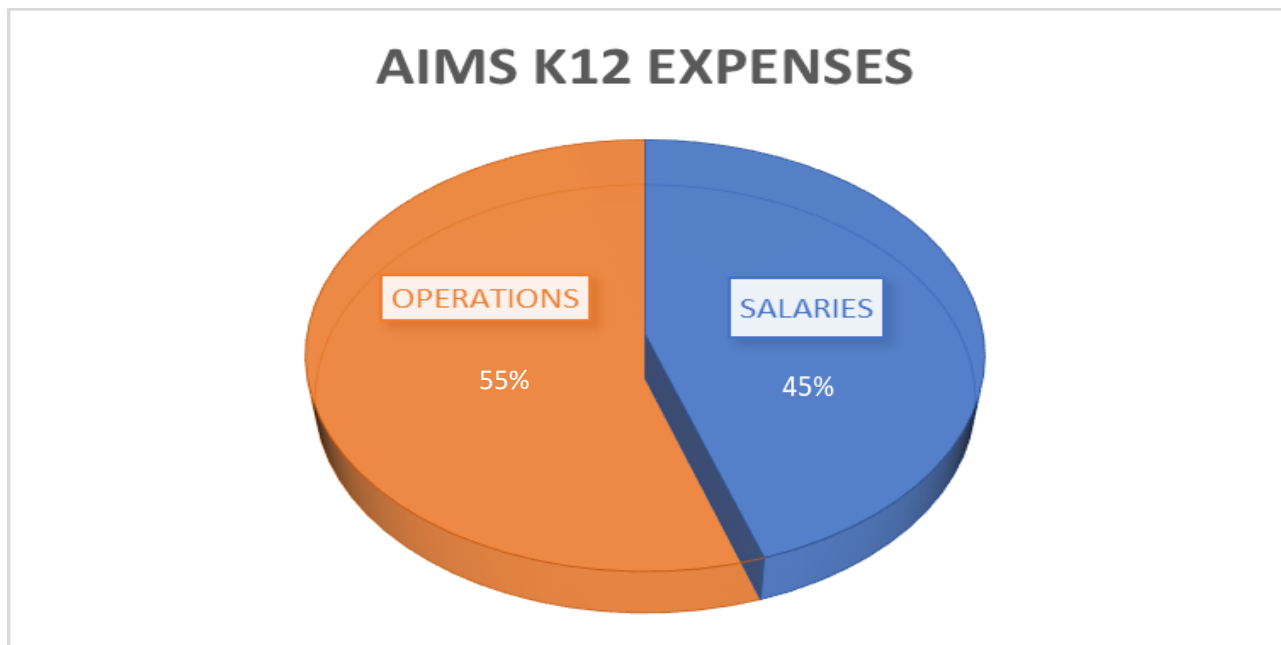
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## Expenses

American Indian Models Schools 2020-21 2nd Interim budget reflects a 45% investment in Personnel expenses and 55% allocated to the operations of the organization. At 1<sup>st</sup> interim this split was 54% personnel and 46% operations expenses. The slight shift was impacted by the increase of Federal funding and the need to support distance learning. Equipment and supply investment for each school played a huge part in the switch. The total expenses for the 2020-2021 school year are projected at \$16,542,025.



Expense Allocation for each school is reflected below. Any changes to budget allocation are outlined as well.



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EXPENSE CLASSIFICATIONS		AIPCS			
		1st INTERIM	2nd INTERIM	DIFF	
1000	Certificated Salaries	\$ 773,246	\$ 813,618	\$ 40,372	Realignment of Program (FTE splits)
2000	Classified Salaries	\$ 104,962	\$ 152,517	\$ 47,555	Realignment of Program (FTE splits)
3000	Benefits	\$ 260,379	\$ 272,207	\$ 11,828	Realignment of Program (FTE splits)
4000	Books and Supplies	\$ 370,984	\$ 378,634	\$ 7,650.22	Realignment of program
5000	Services and Other Operating Expenses	\$ 808,593	\$ 850,593	\$ 42,000	Alignment of subs and other operation services
6000	Capital Outlay	\$ 28,848	\$ 28,848	\$ -	
7000	Other Outgoing	\$ 425,360	\$ 425,360	\$ -	
<b>Total Expenses</b>		<b>\$ 2,772,371.78</b>	<b>\$ 2,921,777.60</b>	<b>\$ 149,406</b>	

EXPENSE CLASSIFICATIONS		AIPCS II			
		1st INTERIM	2nd INTERIM	DIFF	
1000	Certificated Salaries	\$ 2,276,153	\$ 2,293,025	\$ 16,872	Realignment of Program
2000	Classified Salaries	\$ 384,445	\$ 504,445	\$ 120,000	Realignment of Program
3000	Benefits	\$ 691,809	\$ 691,846	\$ 37	Realignment of Program
4000	Books and Supplies	\$ 798,222	\$ 838,222	\$ 40,000.00	Realignment of Program
5000	Services and Other Operating Expenses	\$ 2,162,114	\$ 2,181,794	\$ 19,680	Realignment of Program
6000	Capital Outlay	\$ 58,641	\$ 240,000	\$ 181,359	Realignment of Depreciation
7000	Other Outgoing	\$ 1,310,100	\$ 1,310,100	\$ -	
<b>Total Expenses</b>		<b>\$ 7,681,484.00</b>	<b>\$ 8,059,432.00</b>	<b>\$ 377,948</b>	

EXPENSE CLASSIFICATIONS		AIPHS			
		1st INTERIM	2nd INTERIM	DIFF	
1000	Certificated Salaries	\$ 1,691,454	\$ 1,737,959	\$ 46,505	Realignment of Program
2000	Classified Salaries	\$ 444,810	\$ 414,265	\$ (30,545)	Realignment of Program
3000	Benefits	\$ 504,600	\$ 517,787	\$ 13,187	Realignment of Program
4000	Books and Supplies	\$ 337,829	\$ 721,819	\$ 383,990.00	Realignment of Program
5000	Services and Other Operating Expenses	\$ 1,610,083	\$ 1,561,305	\$ (48,778)	Realignment of Program
6000	Capital Outlay	\$ 6,924	\$ 6,924	\$ -	
7000	Other Outgoing	\$ 597,075	\$ 600,756	\$ -	
<b>Total Expenses</b>		<b>\$ 5,192,775.00</b>	<b>\$ 5,560,815.00</b>	<b>\$ 368,040</b>	

Realignment of the program can include:

Update Positions (Actual salaries, FTE %, etc.)

Cover under projected expenses (such as substitutes and other increases to budget)





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## **Salaries & Benefits**

Salary compensation represents 46% of expenses across all American Indian Public Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 15% across all schools. This can vary greatly due to two primary factors: health and welfare benefits and PERS. Health and welfare benefits (medical/dental/vision insurance premiums), if requested by the employee, can vary due to a number of factors, including an employee's age and the number of dependents. AIMS tracks and reports health and welfare benefits as precisely as possible reflects as a variance in the percentage of benefits for employees at AIMS.

### **AIPCS I**

Compensation for staff at American Indian Public Charter (AIPCS) is split between AIPCS and the middle school component of American Indian Public Charter School II (6-8). The expenses reflected are split by assignment and student Average Daily Attendance (ADA).

### **AIPCS II**

American Indian Public Charter II (AIPCS II) is a K – 8. The staff for the K – 5 components is fully funded at AIPCS II, and the middle school component reflects the following Full-Time Equivalent (FTE) split:

AIPCS	51%
<u>AIPCS II</u>	<u>49%</u>
	100%

## **Books and Supplies**

Records expenditures for books and supplies, including any associated sales tax or use tax and freight and handling charges.

The category of Book and Supplies captures more than classroom textbooks and materials, and it itemizes Non- Capitalized student equipment such as tables, chairs, computers, and software.

## **Services and Other Operating Expenses**

Record expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, and legal and other operating expenditures. Expenditures may be authorized by contracts, agreements, purchase orders, and so forth.

## **Capital Outlay**

Capital Outlay records expenditures for land, buildings, books, and equipment, including leases with option to purchase. To capitalize an expense in school finance, the individual item must cost \$5000 or more.



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## Other Outgo

Other Outgo captures interest, debt service, and transfers (payments) to other LEAs (Authorizer)

AIMS partners with Oakland Unified School District to provide the Special Education services for their students. AIMS does not receive revenue for the Special Education program, instead encroaches on the General Fund to pay OUSD to provide the needed services. During Budget Development, the projection assumed \$1,900 per ADA, at 1<sup>st</sup> Interim and for the remainder of the year, it has been adjusted to reflect the confirmed cost of \$1,500 per ADA.

## Summary

As of 2020-2021 2<sup>nd</sup> Interim, AIMS K-12 has projected \$18,424,301 in revenue. The composition of those funds are as follows:

REVENUES		AIMS K12	
		2ND INTERIM	
LCFF SOURCES		\$	13,531,279
FEDERAL REVENUES		\$	3,513,841
OTHER STATE REVENUES		\$	700,589
LOCAL REVENUES		\$	678,592
<b>TOTALS</b>		<b>\$</b>	<b>18,424,301</b>

AIMS K12 has projected to expense \$16,542,025 during the 2020-2021.

EXPENSE CLASSIFICATIONS		AIMS K12	
		2nd INTERIM	
1000	Certificated Salaries	\$	4,844,602
2000	Classified Salaries	\$	1,071,227
3000	Benefits	\$	1,481,840
4000	Books and Supplies	\$	1,938,675
5000	Services and Other Operating Expenses	\$	4,593,692
6000	Capital Outlay	\$	275,772
7000	Other Outgoing	\$	2,336,216
<b>Total Expenses</b>		<b>\$</b>	<b>16,542,025</b>

**Projected revenues** **\$18,424,301**

**Projected Expenses** **\$16,542,025**

**Surplus of Revenue Vs Expense:** **\$1,882,276**





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## Cash Flow Statement

As of January 31, 2021, American Indian Model Schools has \$6,292,171 in cash



## Cash Flow Statement\*

### American Indian Model Schools Location: All

	Cash Source / (Use)	November	December	January
Operating Activities	Revenue	\$1,026,773	\$1,282,549	\$2,666,541
	Expenses	(\$1,651,698)	(\$2,324,535)	(\$1,288,687)
	Total Net (Loss)/Income	(\$624,925)	(\$1,041,986)	\$1,377,854
	Receivables	\$20,697	\$28,026	\$6,862
	Intracompany Receivables	\$0	\$0	\$0
	Prepaid Expenses	(\$5,756)	(\$31,586)	\$0
	Current Other Expenses	\$0	\$0	\$0
	Other Assets	\$0	\$0	\$0
	Accounts Payables	\$195,507	(\$151,905)	(\$21,598)
	Accrued Salaries and Taxes	(\$778)	\$3,655	\$1,399
	Short Term Loans	\$0	\$0	\$0
	Deferred Revenue	\$0	\$0	\$0
	Other Current Liabilities	\$0	\$0	\$0
	Net Cash provided/ (used) by Operating Activities	(\$415,256)	(\$1,193,796)	\$1,364,516
Investing Activities	Capital Expenditures	\$15,888	\$15,888	\$0
	Other Investing Activities	\$0	\$0	\$0
	Equity Transfers	\$0	\$0	\$0
	Net Cash provided/ (used) by Investing Activities	\$15,888	\$15,888	\$0
Financing Activities	Cash Flow Financing - Secured Debt	\$0	\$0	\$0
	Loan Payables	(\$16,086)	(\$17,322)	(\$16,704)
	Deferred Lease Expense	(\$1,618)	(\$1,618)	(\$1,618)
	Net Cash provided/ (used) by Financing Activities	(\$17,704)	(\$18,940)	(\$18,322)
	Cash at Beginning of Period	\$6,559,897	\$6,142,825	\$4,945,976
<b>Net Increase/(Decrease) in Cash</b>		<b>(\$417,072)</b>	<b>(\$1,196,848)</b>	<b>\$1,346,194</b>
<b>Cash at end of Period</b>		<b>\$6,142,825</b>	<b>\$4,945,976</b>	<b>\$6,292,171</b>



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## Multi-Year Reports

AMERICAN INDIAN PUBLIC CHARTER SCHOOL (AIPCS)						
	SACS OI Code Description	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Revenue</b>						
	State	2,545,233	2,561,249	2,368,296	2,312,930	2,312,659
	Federal	512,306	154,426	154,426	154,426	154,426
	Local	212,475	87,475	87,594	88,069	88,069
	<b>Total Revenue</b>	<b>\$ 3,270,014</b>	<b>\$ 2,803,150</b>	<b>\$ 2,610,316</b>	<b>\$ 2,555,425</b>	<b>\$ 2,555,154</b>
<b>Expenses</b>						
1000	Certificated Salaries	813,618	783,275	727,489	690,578	690,578
2000	Classified Salaries	152,517	187,389	147,897	62,250	62,251
3000	Benefits	272,207	229,370	164,776	167,881	167,881
4000	Books and Supplies	378,634	314,478	323,028	341,482	349,439
5000	Services and Other Operating Expenses	850,593	754,796	725,549	764,309	766,264
6000	Capital Outlay	28,848	28,848	28,848	40,060	40,060
7000	Other Outgoing	425,360	425,360	427,688	437,000	437,000
	<b>Total Expenses</b>	<b>\$ 2,921,777</b>	<b>\$ 2,723,516</b>	<b>\$ 2,545,276</b>	<b>\$ 2,503,560</b>	<b>\$ 2,513,472</b>
<b>Surplus / (Deficit)</b>						
	As a % of LCFF revenue	15%	3%	3%	2%	2%
<b>Beginning Fund Balance</b>						
		\$ 793,262	\$ 1,141,499	\$ 1,221,133	\$ 1,286,173	\$ 1,338,038
<b>Ending Fund Balance</b>						
		\$ 1,141,499	\$ 1,221,133	\$ 1,286,173	\$ 1,338,038	\$ 1,379,720
	As a % of Expenditures	39%	45%	51%	53%	61%

The Facilities Incentive Grant and ASES funding expire after the 21-22 fiscal year. These revenues are not reflected in the remaining out years. Reapplication is anticipated.



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AMERICAN INDIAN CHARTER SCHOOL (AIPCS II)						
			Phone: 510.893.8701 Fax: 510.893.0345 Website: 2021-23 aiphs.org		Phone: 510.893.8701 Fax: 510.893.0345 Website: 2021-23 aiphs.org	
SAC	Code Description	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Revenue</b>						
	State	6,963,096	7,078,981	6,923,653	6,944,518	6,942,530
	Federal	2,103,743	625,064	630,192	636,477	636,477
	Local	179,822	182,209	184,235	186,717	186,717
	<b>Total Revenue</b>	<b>\$ 9,246,661</b>	<b>\$ 7,886,255</b>	<b>\$ 7,738,080</b>	<b>\$ 7,767,712</b>	<b>\$ 7,765,724</b>
<b>Expenses</b>						
1000	Certificated Salaries	2,293,025	2,283,456	2,317,707	2,330,870	2,352,473
2000	Classified Salaries	504,445	358,359	365,508	370,991	370,991
3000	Benefits	690,846	683,679	674,708	675,872	678,925
4000	Books and Supplies	838,222	340,789	348,719	358,437	366,788
5000	Services and Other Operating Expenses	2,181,794	1,990,921	1,810,908	1,835,361	1,856,179
6000	Capital Outlay	240,000	58,641	58,641	58,641	58,641
7000	Other Outgoing	1,310,100	1,347,039	1,378,382	1,416,795	1,449,806
	<b>Total Expenses</b>	<b>\$ 8,058,431</b>	<b>\$ 7,062,883</b>	<b>\$ 6,954,574</b>	<b>\$ 7,046,966</b>	<b>\$ 7,133,803</b>
<b>Surplus / (Deficit)</b>		<b>\$ 1,188,230</b>	<b>\$ 823,372</b>	<b>\$ 783,507</b>	<b>\$ 720,746</b>	<b>\$ 631,921</b>
	As a % of LCFF revenue	18%	12%	12%	11%	9%
<b>Beginning Fund Balance</b>		<b>\$ 2,141,193</b>	<b>\$ 3,329,424</b>	<b>\$ 4,152,796</b>	<b>\$ 4,936,302</b>	<b>\$ 5,657,048</b>
<b>Ending Fund Balance</b>		<b>\$ 3,329,424</b>	<b>\$ 4,152,796</b>	<b>\$ 4,936,302</b>	<b>\$ 5,657,048</b>	<b>\$ 6,288,969</b>
	As a % of Expenditures	41%	59%	71%	80%	88%

The ASES funding expire after the 21-22 fiscal year. These revenues are not reflected in the remaining out years. Reapplication is anticipated.



**American Indian  
Model Schools**  
*A School at Work!*

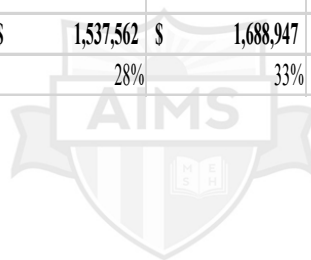
**AIPCS I & II**  
*Downtown Oakland Campus*

171 12th Street  
Oakland, CA 94607

**AIPHS**  
*Lakeview Campus*

746 Grand Avenue  
Oakland, CA 94610

AMERICAN INDIAN PUBLIC HIGH SCHOOL (AIPHS)						
			Phone: 510.893.8701		Fax: 510.893.0345	
			Website: aimschools.org		Website: aimschools.org	
SAC	Code Description	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Revenue</b>						
	State	4,723,540	4,922,941	4,886,711	4,845,264	4,845,264
	Federal	897,792	190,875	194,258	198,551	198,551
	Local	286,295	129,265	130,267	131,537	131,537
	<b>Total Revenue</b>	<b>\$ 5,907,626</b>	<b>\$ 5,243,082</b>	<b>\$ 5,211,235</b>	<b>\$ 5,175,352</b>	<b>\$ 5,175,352</b>
<b>Expenses</b>						
1000	Certificated Salaries	1,737,959	1,573,684	1,597,289	1,621,248	1,519,861
2000	Classified Salaries	414,265	312,593	317,282	322,041	322,041
3000	Benefits	517,787	520,941	552,612	537,411	515,349
4000	Books and Supplies	721,819	483,356	474,903	440,968	453,756
5000	Services and Other Operating Expenses	1,561,305	1,552,948	1,477,077	1,493,070	1,534,568
6000	Capital Outlay	6,924	6,924	6,924	6,924	6,924
7000	Other Outgoing	600,756	641,250	653,241	668,462	687,847
	<b>Total Expenses</b>	<b>\$ 5,560,814</b>	<b>\$ 5,091,696</b>	<b>\$ 5,079,329</b>	<b>\$ 5,090,125</b>	<b>\$ 5,040,347</b>
<b>Surplus / (Deficit)</b>		<b>\$ 346,813</b>	<b>\$ 151,385</b>	<b>\$ 131,907</b>	<b>\$ 85,226</b>	<b>\$ 135,004</b>
	As a % of LCFF revenue	8%	3%	3%	2%	3%
<b>Beginning Fund Balance</b>		<b>\$ 1,190,749</b>	<b>\$ 1,537,562</b>	<b>\$ 1,688,947</b>	<b>\$ 1,820,854</b>	<b>\$ 1,906,080</b>
<b>Ending Fund Balance</b>		<b>\$ 1,537,562</b>	<b>\$ 1,688,947</b>	<b>\$ 1,820,854</b>	<b>\$ 1,906,080</b>	<b>\$ 2,041,085</b>
	As a % of Expenditures	28%	33%	36%	37%	40%



## 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](#):

AIMS\_Cash\_flow\_20-21\_2nd\_INTERIM.xlsx