AIMS K-12 College Prep Charter District

Finance Committee Monthly Meeting

Date and Time

Thursday February 25, 2021 at 7:00 AM PST

Location

Zoom - https://zoom.us/j/99007073783

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. **All comments and questions should be entered into the chat feature of the Zoom meeting.**

Join Zoom Meeting https://us02web.zoom.us/j/87086078199?pwd=UytpNENKazRIOStLRWR0bTVGZ1JaZz09
Meeting ID: 870 8607 8199 Password: 3wrGPs

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 AM**
	Opening Items			
	A. Call the Meeting to Order			

		Purpose	Presenter	Time
B.	Record Attendance and Guests			2 m
C.	Public Comment on Non-Action Items Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m
D.	Public Comment on Action Items Public Comment on Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m

II. Non-Action Items

III. Action Items **7:22 AM**

A.	3rd Floor Bathroom build-out	Vote	Marisol Magana	5 m
B.	MOU Sacramento Consortium Teacher Induction Program	Vote	Zeke Lopez	5 m
C.	Swing Contract	Vote	Zeke Lopez	5 m
D.	2020/2021 2nd Interim	Vote	CSMC	5 m
E.	Cash Flow as of 2nd Interim	Vote	CSMC	5 m
F.	2019/2020 Audit	Vote	Katema Ballentine	5 m
G.	Workers Compensation Insurance Renewal	Vote	Katema Ballentine	5 m

		Purpose	Presenter	Time
H.	Student Accident Insurance Renewal	Vote	Katema Ballentine	5 m
I.	D&A Contract Revision	Vote	Maya Woods-Cadiz	5 m

IV. Closed Session — 8:07 AM

A. 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 the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

B. Recess to Closed Session — FYI

Closed Session Items:

1. Conference with Real Property Negotiators
   (Gov. Code Section 54956.9)

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

C. Reconvene from Closed Session — Vote — 2 m

Roll Call

D. Report from Closed Session — FYI — 3 m

V. Closing Items — 8:22 AM

A. Items For Next Agenda — FYI

-
-
-
-

		Purpose	Presenter	Time
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held on February 25, 2021, @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

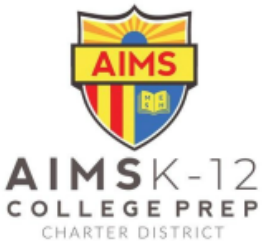
I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website @ aimsk12.org, on, February 22, 2021, at 07:20 AM.
Certification of Posting

Coversheet

3rd Floor Bathroom build-out

Section:	III. Action Items
Item:	A. 3rd Floor Bathroom build-out
Purpose:	Vote
Submitted by:	
Related Material:	Bathroom Renovation Permit.pptx AIMS Finance Comittee Cover letter Template - Bathroom.pdf

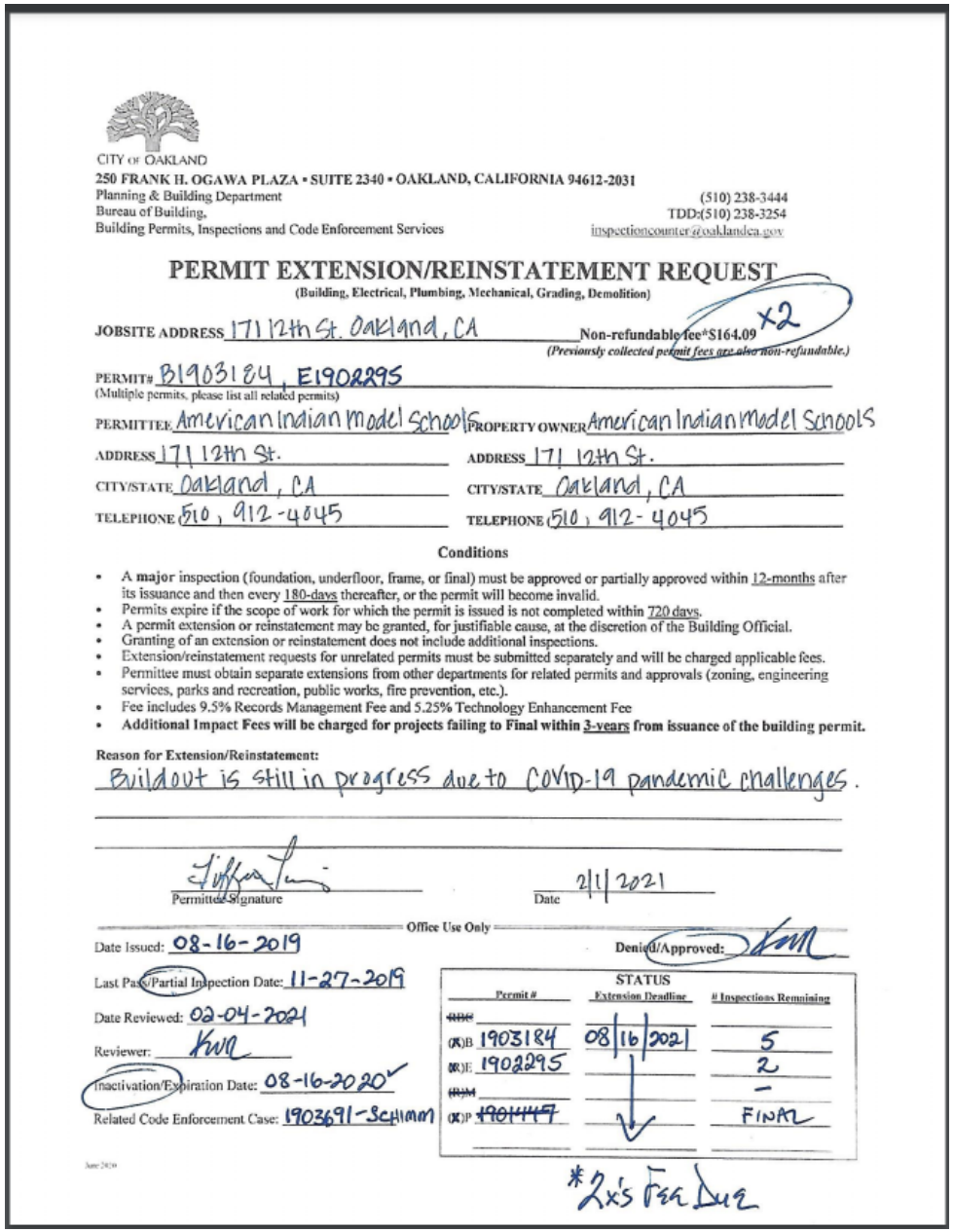
AIMS K-12
12th Street Bathroom Renovation Permit



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.

Permittee Signature — Date 2/1/2021

Office Use Only

Date Issued: 08-16-2019
Denied/Approved:
Last Pass/Partial Inspection Date: 11-27-2019
Date Reviewed: 02-04-2021
Reviewer: KWA
Inactivation/Expiration Date: 08-16-2020
Related Code Enforcement Case: 1903691-Schimm

STATUS		
Permit #	Extension Deadline	# Inspections Remaining
~~(BM)~~		
(X)B 1903184	08/16/2021	5
(X)E 1902295		2
~~(B)M~~		–
(X)P ~~1901447~~		FINAL

*2x's Fee Due

Work to be done

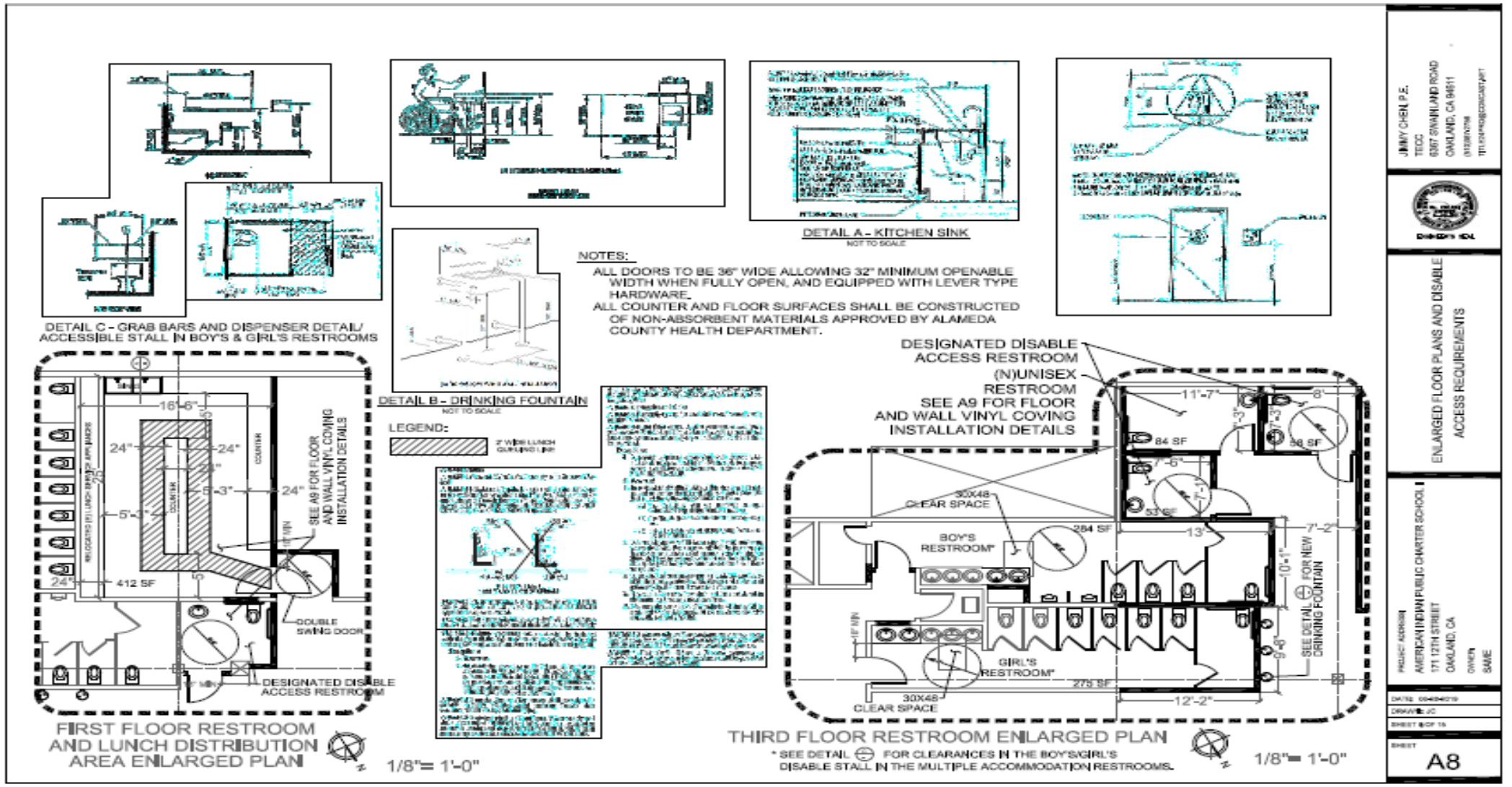
- 3rd Floor Bathroom extension (Need to prepare RFP document)
- Toilets and sinks
- Bathroom flooring (6 bathrooms)
- Bathroom Stall dividers for all three floors
- Staff lounge cabinetry
- Painting
- Electrical Update/HVAC

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



AIMS Finance Committee Meeting Item Cover Letter

Item: 3rd Floor Bathroom Renovation

Presented By: Marisol Magana

Staff Recommendation:

Work on the 3rd floor renovation has stopped. The bathroom renovation needs to be completed in order to get the updated occupancy permit. It is recommended that this item be approved that way we can prepare a RFP and we can start collecting bids on this item.

In addition to the bathroom renovation there are other items that can be done at the same time - such as changing the bathroom flooring, sinks, bathroom partitions.

Committee Approval:

Total Associated Cost: ~ $400,000 - $500,000

Included in Budget?

Funding Source: General Funds

Over/Under Budget? Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

Coversheet

MOU Sacramento Consortium Teacher Induction Program

Section:	III. Action Items
Item:	B. MOU Sacramento Consortium Teacher Induction Program
Purpose:	Vote
Submitted by:	
Related Material:	American_Indian_Model_School_MOU_Packet_20-21_(2).pdf AIMS Board Cover sheet SCOE MOU.pdf

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.

Christopher J. Roe, Ed. D.

Chris Roe, Ed. D.
Director, Sacramento Consortium Teacher Induction Program
SCOE School of Education
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. 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:

Date SCOE Receives Written Notice	Amount of Refund
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.

AIMS Board Meeting Item Cover Letter

Item: Sacramento County of Education Teacher Induction Program, MOU Renewal

Presented By: Delicia Moghadam, HR Manager

Staff Recommendation:

Staff recommends the approval of the MOU contract renewal. SCOE is responsible for ensuing that the Induction Program fulfills the standard of program quality and adopted by the CTC and CA Dept of Education through the induction program.

Committee Approval: Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Swing Contract

Section: III. Action Items
Item: C. Swing Contract
Purpose: Vote
Submitted by:
Related Material: 2020-2021_SWING_CONTRACT.pdf
Historical_Swing_Expenses.pdf
AIMS Board Cover sheet SWING.pdf

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 (“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).

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, as well as the Privacy Policy, 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 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 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.

Historical Swing Expenses

	2018-2019	2019-2020	As of2/10/2021 2020-2021
AIPCS	$ 141,115.00	$ 148,625.00	$ 67,500.00
AIPCS II	$ 202,790.00	$ 160,600.00	$ 3,625.00
AIPHS	$ 194,240.00	$ 315,000.00	$ 40,625.00
	$ 263,940.00	$ 624,225.00	$ 111,750.00

* In 2019-2020 AIPHS began the year wth a large amount of vacancies and hired many staff from SWING which required an fee of $2,500 per staff retained.

AIMS Board Meeting Item Cover Letter

Item: SWING Contract Renewal

Presented By: Delicia Moghadam, HR Manager

Staff Recommendation:

Staff recommends the approval of the SWING contract renewal. Provides Substitutes: short term, long term, with credential (30 day Substitute Permit) and without Credentials.
2019-2020 $250 p/day 2020-2021 $260 p/day

Committee Approval:

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

2020/2021 2nd Interim

Section: III. Action Items
Item: D. 2020/2021 2nd Interim
Purpose: Vote
Submitted by:
Related Material:
AIMS Finance Comittee Cover letter 2nd Interim.pdf
American_Indian_Model_Schools_Exec_Memo_2020_2nd_Interim 1.docx

AIMS Finance Committee Meeting Item Cover Letter

Item: 2020-2021 2nd Interim

Presented By: Katema Ballentine

Staff Recommendation:

The 2nd Interim for 20-21 projects $18,434,301 in revenue and $16,542,025 in expenses across all schools. The 2020-2021 2nd Interim is due to our Authorizer OUSD on March 1, 2021. Please approve submission of the 2nd Interim to be approved by the board for submission to OUSD.

Committee Approval: N/A Finance Committee

Total Associated Cost: 16,542,025

Included in Budget? N/A

Funding Source: LCFF, Other State, Federal and Local Funds

Over/Under Budget? Amount Over/Under Budget?

N/A

Included in LCAP?

Which LCAP?

American Indian Model Schools
A School at Work!

AIPCS I & II
Downtown Oakland Campus
171 12th Street
Oakland, CA 94607
Phone: 510.893.8701
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American Indian Model Schools
2020-2021 2nd 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 Attendace	233	641.2	398	1286

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

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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 1st 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 (1st and 2nd 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 2nd Interim calculator remained consistent with 1st 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%*
TOTALS	**$ 17,230,961**	**$ 18,424,301**	**$ 1,193,340**	**7%**

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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%*
TOTALS	**$ 3,198,826**	**$ 3,270,014**	**$ 71,188**	**2%**

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%*
TOTALS	**$ 8,477,089**	**$ 9,246,661**	**$ 769,572**	**9%**

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%*
TOTALS	**$ 5,555,046**	**$ 5,907,626**	**$ 352,580**	**6%**

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.

	AIPCS	AIPCS II	AIPHS	
Funding Resource	**Total Grant**	**Total Grant**	**Total Grant**	**AIMS K12 TOTAL**
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 1st Interim Report.

	AIPCS	AIPCS II	AIPHS	
Funding Resource	**Total Grant**	**Total Grant**	**Total Grant**	
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
TOTAL	**$236,540.00**	**$723,443.15**	**$423,083.30**	**$1,383,066.45**

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 1st 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 1st Interim

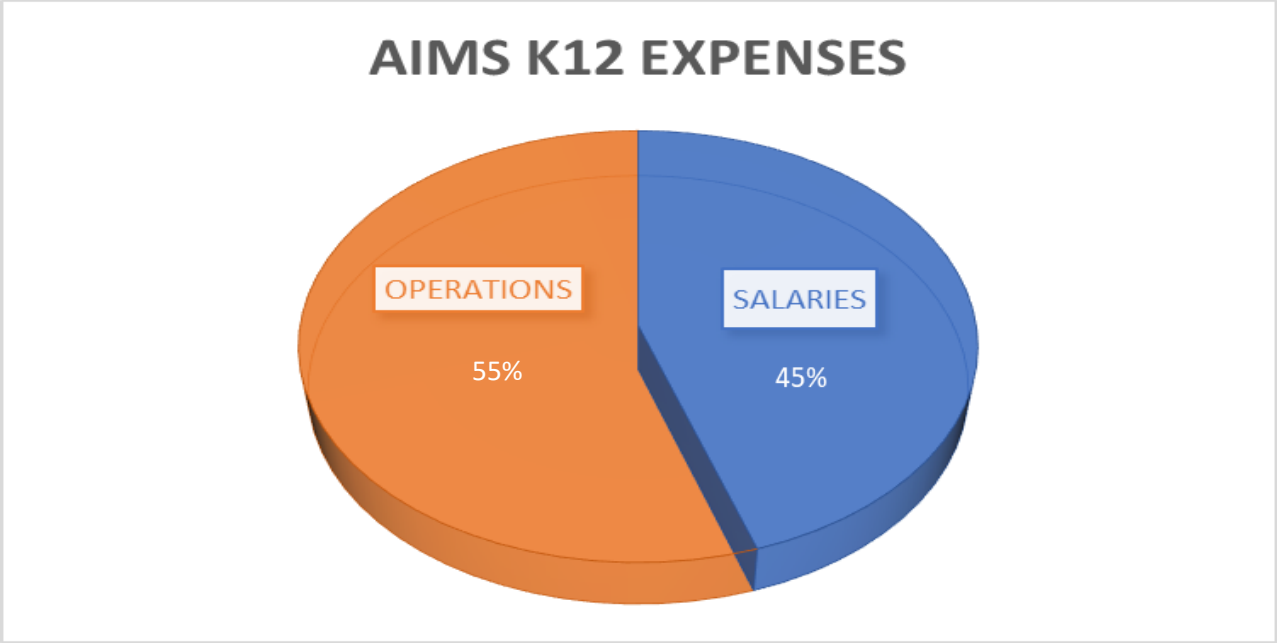
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Expenses

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 1st 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	$ -	
Total Expenses		$ 2,772,371.78	$ 2,921,777.60	$ 149,406	

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	$ -	
Total Expenses		$ 7,681,484.00	$ 8,059,432.00	$ 377,948	

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	$ -	
Total Expenses		$ 5,192,775.00	$ 5,560,815.00	$ 364,359	

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%
AIPCS II	49%
	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 1st 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 2nd 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
TOTALS	**$ 18,424,301**

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
Total Expenses		**$ 16,542,025**

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

CharterVision — 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 Activites	($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
Net Increase/(Decrease) in Cash		($417,072)	($1,196,848)	$1,346,194
Cash at end of Period		$6,142,825	$4,945,976	$6,292,171

American Indian Model Schools
A School at Work!

AIPCS I & II
Downtown Oakland Campus
171 12th Street
Oakland, CA 94607
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

AIPHS
Lakeview Campus
746 Grand Avenue
Oakland, CA 94610
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

Multi-Year Reports

AMERICAN INDIAN PUBLIC CHARTER SCHOOL (AIPCS)							
	SACS Ol	Code Description	2020-21	2021-22	2022-23	2023-24	2024-25
Revenue							
		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
	Total Revenue		**$ 3,270,014**	**$ 2,803,150**	**$ 2,610,316**	**$ 2,555,425**	**$ 2,555,154**
Expenses							
	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
	Total Expenses		**$ 2,921,777**	**$ 2,723,516**	**$ 2,545,276**	**$ 2,503,560**	**$ 2,513,472**
Surplus / (Deficit)			**$ 348,237**	**$ 79,634**	**$ 65,040**	**$ 51,865**	**$ 41,681**
	As a % of LCFF revenue		15%	3%	3%	2%	2%
Beginning Fund Balance			$ 793,262	$ 1,141,499	$ 1,221,133	$ 1,286,173	1,338,038
Ending Fund Balance			**$ 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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Oakland, CA 94610
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AMERICAN INDIAN CHARTER SCHOOL (AIPCS II)

SAC	Code	Description	2020-21	2021-22	2022-23	2023-24	2024-25
Revenue							
		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
	Total	**Revenue**	**$ 9,246,661**	**$ 7,886,255**	**$ 7,738,080**	**$ 7,767,712**	**$ 7,765,724**
Expenses							
	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
	Total	**Expenses**	**$ 8,058,431**	**$ 7,062,883**	**$ 6,954,574**	**$ 7,046,966**	**$ 7,133,803**
Surplus / (Deficit)			**$ 1,188,230**	**$ 823,372**	**$ 783,507**	**$ 720,746**	**$ 631,921**
		As a % of LCFF revenue	18%	12%	12%	11%	9%
Beginning Fund Balance			$ 2,141,193	$ 3,329,424	$ 4,152,796	$ 4,936,302	$ 5,657,048
Ending Fund Balance			**$ 3,329,424**	**$ 4,152,796**	**$ 4,936,302**	**$ 5,657,048**	**$ 6,288,969**
		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.

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Fax: 510.893.0345
Website: aimsschools.org

AMERICAN INDIAN PUBLIC HIGH SCHOOL (AIPHS)

SAC	Code	Description	2020-21	2021-22	2022-23	2023-24	2024-25
Revenue							
		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
	Total Revenue		**$ 5,907,626**	**$ 5,243,082**	**$ 5,211,235**	**$ 5,175,352**	**$ 5,175,352**
Expenses							
	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
	Total Expenses		**$ 5,560,814**	**$ 5,091,696**	**$ 5,079,329**	**$ 5,090,125**	**$ 5,040,347**
Surplus / (Deficit)			**$ 346,813**	**$ 151,385**	**$ 131,907**	**$ 85,226**	**$ 135,004**
	As a % of LCFF revenue		8%	3%	3%	2%	3%
Beginning Fund Balance			$ 1,190,749	$ 1,537,562	$ 1,688,947	$ 1,820,854	$ 1,906,080
Ending Fund Balance			**$ 1,537,562**	**$ 1,688,947**	**$ 1,820,854**	**$ 1,906,080**	**$ 2,041,085**
	As a % of Expenditures		28%	33%	36%	37%	40%

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Coversheet

Cash Flow as of 2nd Interim

Section: III. Action Items
Item: E. Cash Flow as of 2nd Interim
Purpose: Vote
Submitted by:
Related Material: AIMS_Cash_flow_20-21_2nd_INTERIM.xlsx

Notice

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

AIMS_Cash_flow_20-21_2nd_INTERIM.xlsx

Coversheet

2019/2020 Audit

Section:	III. Action Items
Item:	F. 2019/2020 Audit
Purpose:	Vote
Submitted by:	
Related Material:	AIMS_Draft_1-21-21_(1).pdf AIMS Finance Comittee Cover AIMS 2019-2020 Financal Audit.pdf

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	7,676,215
Noncurrent assets	
Security deposit	36,792
Property and equipment, net	8,647,418
Total noncurrent assets	8,684,210
Total assets	$ 16,360,425
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	19,416
Total current liabilities	2,859,551
Long-term liabilities	
Notes payable, less current portion	8,973,336
Capital leases, less current portion	62,097
Total long-term liabilities	9,035,433
Total liabilities	11,894,984
Net Assets	
Without donor restrictions	4,465,441
Total liabilities and net assets	$ 16,360,425

See Notes to Financial Statements

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American Indian Model Schools

Statement of Activities

Year Ended June 30, 2020

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
Total support and revenues	15,405,385
Expenses	
Program services	15,918,488
Management and general	1,841,984
Fundraising and development	19,514
Total expenses	17,779,986
Change in Net Assets	(2,374,601)
Net Assets, Beginning of Year	6,840,042
Net Assets, End of Year	$ 4,465,441

See Notes to Financial Statements

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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
	18,123,234	2,156,399	19,514	20,299,147
Eliminations	(2,204,746)	(314,415)	-	(2,519,161)
Total functional expenses	$ 15,918,488	$ 1,841,984	$ 19,514	$ 17,779,986

See Notes to Financial Statements

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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	(1,538,319)
Cash Flows used for Investing Activities	
Purchases of property and equipment	(928,924)
Cash Flows from Financing Activities	
Proceeds from issuance of notes	3,578,100
Principal payments on notes	(158,946)
Principal payments on capital leases	(18,045)
Net Cash from Financing Activities	3,401,109
Net Change in Cash	933,866
Cash, Beginning of Year	2,635,721
Cash, End of Year	$ 3,569,587
Supplemental Cash Flow Disclosure	
Cash paid during the period in interest	$ 441,770

See Notes to Financial Statements

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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.

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.

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**.**

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.

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.

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	4,041,933
Total	$ 7,611,520

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	928,924
	11,092,873
Less accumulated depreciation	(2,445,455)
Total	$ 8,647,418

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	8,062,872
Total	$ 9,171,312

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	19,283
Total minimum lease payments	93,380
Less amount representing interest	(11,867)
Total	$ 81,513

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

Vehicles	$ 103,857
Less accumulated amortization	(41,544)
Total	$ 62,313

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	4,189,576
Total net assets without donor restrictions	$ 4,531,381

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).

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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)	
Hire date	On or before December 31, 2012	On or after January 1, 2013
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%

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

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

See Note to Supplementary Information

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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 Traditional Calendar	Number of Days Multitrack Calendar	Status
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 Traditional Calendar	Number of Days Multitrack Calendar	Status
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 Traditional Calendar	Number of Days Multitrack Calendar	Status
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

See Note to Supplementary Information

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

	Central Office	AIPCS	AIPCS II
Assets			
Current assets			
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
Total current assets	435,605	1,357,767	5,101,837
Noncurrent assets			
Security deposit	-	2,500	27,250
Property and equipment, net	-	194,117	8,432,530
Total noncurrent assets	-	196,617	8,459,780
Total assets	$ 435,605	$ 1,554,384	$ 13,561,617
Liabilities			
Current liabilities			
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
Total current liabilities	435,333	354,256	2,472,591
Long-term liabilities			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	-	20,699	20,699
Total long-term liabilities	-	20,699	8,994,035
Total liabilities	435,333	374,955	11,466,626
Net Assets			
Without donor restrictions	272	1,179,429	2,094,991
Total liabilities and net assets	$ 435,605	$ 1,554,384	$ 13,561,617

See Note to Supplementary Information

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

	AIPHS	Elimination	Total
Assets			
Current assets			
Cash	$ -	$ -	$ 3,569,587
Accounts receivable	1,187,061	-	4,041,933
Intercompany receivable	17,224	(467,929)	-
Prepaid expenses	44,650	-	64,695
Total current assets	1,248,935	(467,929)	7,676,215
Noncurrent assets			
Security deposit	7,042	-	36,792
Property and equipment, net	20,771	-	8,647,418
Total noncurrent assets	27,813	-	8,684,210
Total assets	$ 1,276,748	$ (467,929)	$ 16,360,425
Liabilities			
Current liabilities			
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
Total current liabilities	65,300	(467,929)	2,859,551
Long-term liabilities			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	20,699	-	62,097
Total long-term liabilities	20,699	-	9,035,433
Total liabilities	85,999	(467,929)	11,894,984
Net Assets			
Without donor restrictions	1,190,749	-	4,465,441
Total liabilities and net assets	$ 1,276,748	$ (467,929)	$ 16,360,425

See Note to Supplementary Information

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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	2,519,433	2,825,827	7,561,814
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	2,519,161	2,874,919	9,706,393
Change in Net Assets	272	(49,092)	(2,144,579)
Net Assets, Beginning of Year	-	1,228,521	4,239,570
Net Assets, End of Year	$ 272	$ 1,179,429	$ 2,094,991

See Note to Supplementary Information

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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

See Note to Supplementary Information

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American Indian Model Schools

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

Year Ended June 30, 2020

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

	AIPCS	AIPCS II
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	-	(65,940)
Balance, June 30, 2020, Audited Financial Statements	$ 1,179,429	$ 2,094,991

See Note to Supplementary Information

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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
LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS	
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
SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS	
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

CHARTER SCHOOLS	Procedures Performed
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

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

None reported.

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

None reported.

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

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

AIMS Board Meeting Item Cover Letter

Item: 2019-2020 Financial Audit

Presented By: Katema Ballentine, CBO

Staff Recommendation:

The 2019-2020 Audit is due to submitted to OUSD on March 15, 2021. The audit showed no findings. Please approve the issuance of the 2019-2020 Audit.

Committee Approval: N/A Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

Workers Compensation Insurance Renewal

Section: III. Action Items
Item: G. Workers Compensation Insurance Renewal
Purpose: Vote
Submitted by:
Related Material:
WC_Oak_River__21.pdf
WC_2021_ACORD_-_AIMS.pdf
Insurance_Memo_Workers_Compensation_February_2021_board_meeting.docx
AIMS Board Cover Workers Compensation Renewal 2021.pdf

All-Cal INSURANCE AGENCY

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

Class Code	Categories, Classifications	Est. Payroll	Rate	Premium
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
Total Estimated:		**$ 47,483**

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 ♦ **Proudly specializing in Nonprofit organizations since 1989**

ACORD®

WORKERS COMPENSATION APPLICATION

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

AGENCY NAME AND ADDRESS All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678	**COMPANY:** Oak River Insurance Company **UNDERWRITER:** **APPLICANT NAME:** American Indian Model Schools **OFFICE PHONE:** (510) 893-8701 **MOBILE PHONE:** **MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)** 171 12th Street, Suite #200 Oakland CA 94607-4919 **YRS IN BUS:** 22 **SIC:** **NAICS:** **WEBSITE ADDRESS:** https://www.aimsk12.org/
PRODUCER NAME: **CS REPRESENTATIVE NAME:** April Esparza **OFFICE PHONE (A/C, No, Ext):** (916) 784-9070 **MOBILE PHONE:** **FAX (A/C, No):** (916) 784-0158 **E-MAIL ADDRESS:** mike@all-calinsurance.com **CODE:** **SUB CODE:** **AGENCY CUSTOMER ID:** 00001003	**E-MAIL ADDRESS:** ☐ SOLE PROPRIETOR ☐ CORPORATION ☐ LLC ☐ TRUST ☐ UNINCORPORATED ASSOCIATION ☐ PARTNERSHIP ☐ SUBCHAPTER "S" CORP ☐ JOINT VENTURE ☐ OTHER: **CREDIT BUREAU NAME:** **ID NUMBER:** **FEDERAL EMPLOYER ID NUMBER:** 943309981 **NCCI RISK ID NUMBER** **OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER**

STATUS OF SUBMISSION

☐ QUOTE ☐ ISSUE POLICY
☐ BOUND (Give date and/or attach copy)
☐ ASSIGNED RISK (Attach ACORD 133)

BILLING / AUDIT INFORMATION

BILLING PLAN
☐ AGENCY BILL
☒ DIRECT BILL

PAYMENT PLAN
☐ ANNUAL ☒ Full Pay
☐ SEMI-ANNUAL
☐ QUARTERLY % DOWN:

AUDIT
☐ AT EXPIRATION ☐ MONTHLY
☐ SEMI-ANNUAL
☐ QUARTERLY

LOCATIONS

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

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	RATING EFFECTIVE DATE (if applicable)	ANNIVERSARY RATING DATE (if applicable)		RETRO PLAN
02/01/2021	02/01/2022		02/01/2021	☐ PARTICIPATING ☒ NON-PARTICIPATING	

PART 1 - WORKERS COMPENSATION (States)	PART 2 - EMPLOYER'S LIABILITY		PART 3 - OTHER STATES INS	DEDUCTIBLES (N / A in WI)	AMOUNT / % (N / A in WI)	OTHER COVERAGES
CA	$ 1,000,000	EACH ACCIDENT		☐ MEDICAL		☐ U.S.L. & H. ☐ MANAGED CARE OPTION
	$ 1,000,000	DISEASE-POLICY LIMIT		☐ INDEMNITY		☐ VOLUNTARY COMP ☐
	$ 1,000,000	DISEASE-EACH EMPLOYEE		☐		☐ FOREIGN COV ☐

DIVIDEND PLAN/SAFETY GROUP

ADDITIONAL COMPANY INFORMATION

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES	TOTAL MINIMUM PREMIUM ALL STATES	TOTAL DEPOSIT PREMIUM ALL STATES
$	$	$

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

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STATE RATING SHEET # ____ **OF** ____ **SHEETS** **AGENCY CUSTOMER ID:** 00001003

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: CA

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES FULL TIME	# EMPLOYEES PART TIME	SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/ PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
1	8875		Public Colleges/Schools	108	10			7,394,143		

PREMIUM

STATE: CA	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N / A	$			$
INCREASED LIMITS		$	SCHEDULE RATING *		$
DEDUCTIBLE *		$	CCPAP		$
EXPERIENCE OR MERIT MODIFICATION		$	STANDARD PREMIUM		$
TERRORISM	N / A	$	PREMIUM DISCOUNT		$
CATASTROPHE	N / A	$	EXPENSE CONSTANT	N / A	$
ASSIGNED RISK SURCHARGE *		$	TAXES / ASSESSMENTS *	N / A	$
ARAP *		$			$

* N / A in Wisconsin

TOTAL ESTIMATED ANNUAL PREMIUM	MINIMUM PREMIUM	DEPOSIT PREMIUM
$	$	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 POL #: AMWC026925	54,441.00				
2018	CO: Oak River Insurance POL #: AMWC920310	81,066.00				
2017	CO: Oak River Insurance POL #: AMWC814128	65,680.00				
2016	CO: Berkshire Hathaway H POL #: AMWC709150	44,640.00				
2015	CO: Republic Indemnity C POL #: 184544-03	40,678.00				

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.)

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.
(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.) **(Applicant's Initials):** _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: 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.

Applicable in CO: 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.

Applicable in FL and OK: 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.

Applicable in KS: 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.

Applicable in KY, NY, OH and PA: 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.

Applicable in ME, TN, VA and WA: 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.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: 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.

Applicable in PR: 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.

Applicable in UT: 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.

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

MEMORANDUM

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

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

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

171 12th Street, Oakland, CA 94607
746 Grand Avenue, 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

AIMS Board Meeting Item Cover Letter

Item: Workers Compensation Renewal

Presented By: Katema Ballentine, CBO

Staff Recommendation:

Workers compensation Insurance for AIMS was renewed on February 1, 2021. The policy extends from February 1, 2021 to February 1, 2022. There was an increase $4,042 in premium bringing the annual total to $47,483. This premium does cover 2 fiscal years $19,785 (20-21) $27,699 (21-22)

Committee Approval: Yes Finance Committee

Total Associated Cost: 47,483

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Student Accident Insurance Renewal

Section: III. Action Items
Item: H. Student Accident Insurance Renewal
Purpose: Vote
Submitted by:
Related Material:
Insurance_Memo_Student_Accident_Insurance_February_25__board_meeting.docx
POLICY_#10-SR-129237_Student_Accident_2021.pdf
AIMS Board Cover Student Accident & Libability Ins 2021.pdf

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
mike@all-calinsurance.com
(916) 784-9070

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

171 12th Street, Oakland, CA 94607
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

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*

TABLE OF CONTENTS

Schedule
General Provisions
Insured Person Period of Coverage
Definitions
Covered Activities
Exclusions
Benefits
Claim Provisions

Countersigned by

_____
Licensed Resident Agent

Form SRP-1400 (HLA)

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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

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

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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 31st 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;

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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:	**BENEFIT:**
Life……..	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes…….	Principal Sum
One Hand and One Foot……..	Principal Sum
Either Hand and Sight of One Eye ……	Principal Sum
Either Foot and Sight of One Eye……	Principal Sum
Speech and Hearing in Both Ears……	Principal Sum
Either Hand or Foot……	One-half the Principal Sum
Sight of One Eye……..	One-half the Principal Sum
Speech or Hearing in Both Ears……	One-half the Principal Sum
Thumb and Index Finger on the Same Hand……	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.

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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.

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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.

Form SRP-1400 (HLA)

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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.

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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.

SRP-1400 INFO (CA)

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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 webiste www.califega.org.

(please turn to next page)

Form PA-8371-5 California **Printed in U.S.A.**

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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).

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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, 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.

Form PA-8371-5 California **Printed in U.S.A.**

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AIMS Board Meeting Item Cover Letter

Item: Student Accident and Liability Insurance

Presented By: Katema Ballentine, CBO

Staff Recommendation:

Student Accident and Liability Insurance was automatically renewed on January 25, 2021. The policy extended from January 25, 2019 to January 25, 2020. The rate of $8,664 stayed flat for the 2021-22 renewal year. Fiscal yr split 2020-21 $3,610/ 2021-22 $5054.

Committee Approval: Yes Finance Committee

Total Associated Cost: 8,663.68

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

D&A Contract Revision

Section:	III. Action Items
Item:	I. D&A Contract Revision
Purpose:	Vote
Submitted by:	
Related Material:	FINAL SOW_20210127_JC_V3 (2).pdf AIMS Contract and SOW 2.19.21 FINAL.pdf

EXHIBIT A
Final Scope of Work
January 26, 2021

Task	SubTasks	Deliverables	D&A Responsibilities	AIMS Responsibilities	Timeline
Project Kick Off D&A approaches each project based on our client's unique set of objectives and challenges, which we assess during the kick-off meeting. Focused on outcomes not outputs, we will work with you to align on the key performance indicators (KPIs) required for success.	Task 1.1 Kick-Off Meeting. Coordinate and facilitate one (1) virtual meeting with D&A and AIMS teams to review project needs, deliverables, expectations, roles, and responsibilities. Task 1.2 Project Plan. Develop and refine a project plan based on AIMS input.	*Project Plan with timeline* *Confirmed Key Performance Indicators*	1. Schedule and deliver agenda for virtual meeting with D&A and AIMS teams to review project needs, deliverables, expectations, roles, and responsibilities. 2. Develop and refine a project plan based on AIMS input. 3. Facilitate the kick off meeting. 4. Provide two (2) rounds of refinements per deliverable.	1. Prioritize and confirm the list of stakeholders to attend the kick off meeting. 2. Provide initial email introductions with all contact information for each stakeholder. 3. Ensure timely feedback on kickoff meeting agenda 4. Attend kickoff meeting 5. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	Month 1

Research & Discovery The D&A team will review and analyze data provided by AIMS which will effectively inform our work and enable us to develop an informed communications strategy. For instance, we will review any of AIMS' existing research, website analytics, any studies conducted to date regarding stakeholder perceptions, longitudinal engagement trend information, stakeholder perception data, any audits, competitive analysis, current community engagement strategy, and relevant trend data impacting the organization's ability to achieve its goal and objectives.	Task 2.1 Following the kick-off meeting, we will conduct a communications audit and a review of the data and research provided to D&A by AIMS. Task 2.2 We intend to conduct four (4) stakeholder interviews/listening sessions among the following constituent groups: alumni, teachers, and Board of Directors, administrators and one external educational influencer or community leader. This is how we determine the baseline of attitudes and perceptions to shape our strategy and plan. Each group not to exceed eight (8) individuals. And in order to comply with the Brown Act, we suggest the listening session with the Board members either take place during closed sessions (e.g., pertaining to HR matters) or we will engage a smaller cohort of Board members to participate in	*Stakeholder Interviews/listening sessions (4)* *Discussion guide for listening sessions* *Key Findings Report (1)* *No more than two (2) presentations of Key Findings Report*	1. Develop and finalize listening session discussion guide and manage initial outreach communications to targeted stakeholders 2. Design discussion guide for listening sessions. 3. Provide transcripts of Stakeholder listening sessions 4. Develop and present Key Findings Report 5. Deliver two (2) presentations of the Key Findings document–one to staff. 6. Provide two (2) rounds of refinements per deliverable.	1) Provide feedback on listening session discussion guides 2) Approve listening session discussion guides 3) Support D&A in listening session attendee outreach and RSVP follow up and confirmations. 4) Ensure Brown Act compliance when meeting with the Board.. 5) Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication. 6) Presentations of the Key Findings to the Board.	Month 1 & Month 2

	listening sessions to ensure compliance with the Brown Act. Listening sessions will be 60 minutes in duration each and D&A staff will moderate and design the discussion guides. Task 2.3 Develop a Key Findings report summarizing the highlights and leverageable trends and insights from the research. The Key Findings Report will identify gaps, summarize opportunities, uncover leverageable stakeholder insights to inform messaging, and overall, to help clearly define what we need to shift and how to enhance perceptions.				
Messaging Framework Informed by D&A's Research and Discovery process, the messaging framework D&A develops	Task 3.1 D&A will work to create an overall messaging framework to catalyze and engage stakeholders, celebrate AIMS' achievements, and establish AIMS as a leader in the education	*Messaging Framework (with components articulated is task description)* *Develop and*	1. Develop and present one (1) Messaging Framework document 2. Following the development and approval of the messaging framework, facilitate	1. Provide feedback and approval on the Messaging Framework document. 2. Support outreach and attendee RSVPs for the	Months 2-3

for AIMS will include the fundamental elements used for copy and content development, ongoing. The framework will be delivered in a digital document which consists of the following: Brand promise statement, point of difference statement, reasons to believe/support points, target audience personas (behaviors, attitudes, motivators, perceptions), mandatory language and terminology required by AIMS for outbound communications, and a brand vocabulary "glossary" or list of keywords that best represent and describe AIMS and its reason for being. We will include AIMS' existing and mission and vision statement in the messaging framework. The messaging framework will enable the development of	sector, by establishing consistency and a unifying messaging across all communications touchpoints.	*facilitate one (1) Board training regarding delivery of the AIMS story to the local community* *Develop and facilitate one (1) training for up to ten (10) AIMS administrators regarding delivery of the AIMS story to stakeholders*	one (1) Board training regarding delivery of the AIMS story to the local community. Training at Cabinet Meeting. 3. Following the development and approval of the Messaging Framework, facilitate one (1) training for up to ten (10) AIMS administrators regarding delivery of the AIMS story to stakeholders. 4. Provide two (2) rounds of refinements per deliverable.	Two training sessions. 3. Ensure attendance at training sessions. 4. Ensure Brown Act compliance when meeting with the Board. 5. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	

compelling, empathetic, inspiring, and inclusive messaging that engages and informs targeted stakeholder audiences on how AIMS is delivering exemplary outcomes in K-12 education. D&A will develop a messaging strategy to support the school District and also develop messaging for each of AIMS' schools ensuring an integrated and consistent messaging platform and brand voice that elevates the overall District and each of the schools. The consistent voice we develop will be woven through all messaging to elevate AIMS and ensure increased positive awareness and reputation for AIMS, overall.					
Crisis Communication Plan	Task 4.1 Create a process for communicating during a crisis to ensure School leaders are prepared to proactively respond to	*Crisis Communications Plan*	1. Develop and present a general crisis communications campaign framework and general crisis	1. Ensure timely feedback. 2. Ensure legal review and approval of Crisis	Month 4

D&A will develop an AIMS specific crisis communications strategy that will serve as the guideline for communicating during a crisis. **Response planning for specific crisis communications situations are not included in this scope and can be supported by D&A through incremental time and materials scopes of work approved by AIMS. Based on hourly rate. **Superintendent and D&A determine attorney client privilege depending upon the crisis	internal and external stakeholders.		management process document. 2. Provide two (2) rounds of refinements per deliverable.	Communication Campaign ensure alignment. 3. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	
Reputation Management & Community Relations Successful reputation building and community	Task 5.1 Reputation Management. Use the insights gained from the Key Findings Report to create a strategic reputation management plan that addresses prevailing sentiment and helps drive	*Craft one (1) Reputation Management Plan* *Develop and distribute one (1) article per quarter highlighting AIMS' visionary*	1. Develop and present Reputation Management Plan 2. Develop and distribute one (1) article per quarter 3. Pitch one (1) story to national news networks' education	1. Ensure timely feedback. 2. Ensure legal review and approval of materials, as determined necessary by AIMS	Months 4-6 Quarterly story pitch starting Month 3

relations programs are the result of integrated communications that consistently convey AIMS' success stories, accomplishments, and track record of innovation in K-12 education. Combined, these stories and communication of proof points establish a platform of thought leadership for the school. Thought leadership is a marketing practice focused on the development and deployment of messaging and content that positions the organization as an expert, a leader, an innovator, a change agent, and a role model for those who operate in the same industry. Thought leadership messaging will include stories about AIMS' graduation rates, student success stories, pedagogical innovation, and other examples of AIMS' special recipe for	positive reputation metrics. Task 5.2 Thought Leadership Strategy & Content. Collaborate on the development of thought leadership pieces for the AIMS team across various platforms to create a reputation of excellence and innovation of education. Task 5.3 Community Outreach Strategy. Create a community outreach strategy that engages your key audiences through a targeted and directed approach to creating opportunities for engagement. Task 5.4 Community Roundtables. Help to organize and facilitate two (2) virtual or in-person community roundtables that invite key members of the business and chamber of commerce	*leadership in education for distribution to CASE, Higher Education Times, Chronicle of Higher Education, and pitch one (1) story to national news networks' education reporters (one if other opportunities present themselves for PR we will pursue as well)* *Design Thought Leadership strategy to position AIMS leaders, Board members, Students, Alumni, and Parents as influencers, by providing them the following tools: One (1) "Elevator Speech" document; One (1) FAQs digital*	reporters 4. Develop and present a thought Leadership strategy for AIMS 5. Develop one (1) "Elevator Speech" document 6. Develop one (1) FAQs digital document 7. Develop one (1) social media post (copy and visual design) per month 8. Develop and present a Community Outreach Strategy. 9. Design and facilitate two (2) virtual community roundtables that invite key members of the business and chamber of commerce and foundations. 10. Develop and present a Community Outreach Strategy. 11. Craft a series of four (4) alumni relations outreach email communications (copy and visual design) 12. Develop 25th Anniversary public	3. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	

delivering successful outcomes in K-12 education. This work is designed to build trust among key stakeholders, expand AIMS' reach with community and business leaders, provide a framework for comprehensive community engagement activities, and provide school leadership the tools required to effectively communicate the successes of the institution. D&A will build upon AIMS' current public engagement strategy to reach key stakeholders, including educators and education policy experts, parents, students, alumni, elected officials, community and business leaders. We will provide a calendar of events to ensure AIMS leadership has a presence in the	and foundations to engage in conversation about the charter school model and why it is a great alternative that delivers favorable outcomes, specifically for children of underrepresented communities. Task 5.5 25th Anniversary public awareness strategy.	*document; One (1) social media post (copy and visual design) per month for use by all leadership on their personal social networks, and for use on AIMS' owned social channels.* *Develop Alumni relations strategy document* *Craft a series of four (4) alumni relations outreach email communications (copy and visual design)* *Design one (1) digital Alumni newsletter template* *Develop 25th Anniversary public awareness*	awareness strategy document 13. Develop Alumni relations strategy document 14. Craft a series of four (4) alumni relations outreach email communications (copy and visual design) 15. Design one (1) digital Alumni newsletter template 16. Provide two (2) rounds of refinements per deliverable.		

business community to encourage private sector partnerships. We will also identify a list of education-focused foundations whom AIMS can target for philanthropic support.		*strategy document*			
Corporate & Foundation Relationship Development This work involves the development of strategies and tactics to identify and reach local corporate and foundation leaders who are in a position to support AIMS through their advocacy and financial support. D&A will provide lists of suggested corporate and foundation targets–in the Bay Area and beyond. We will also help secure meetings with corporate and foundation leaders and design presentation material for these	Task 6.1 Develop a prospect list of potential corporate targets and pertinent foundations. Task 6.2 Develop a Corporate & Foundation Engagement Strategy to effectively engage targeted corporate partners and foundations to support AIMS' capital campaign and other priority initiatives. Task 6.3 Conduct outreach to and secure meetings with corporate and foundation leaders. We will work with AIMS to clearly communicate meeting objectives for each engagement.	*Develop a database of community, government, education thought leaders and influencers, corporate partners and foundations. List to be used for ongoing email marketing and promotion.* *Outreach material and presentation templates for corporate and foundation meetings*	1. Develop a database of community, government, education thought leaders and influencers, corporate partners and foundations. 2. Develop and produce a database of community, government, education thought leaders and influencers, corporate partners and foundations 3. Develop and produce AIMS branded AIMS outreach material and presentation templates for corporate and foundation meetings. 4. Provide two (2) rounds of refinements.	1. Align on top three (3) priority markets markets and regions to target for this influencer database. 2. Ongoing management of the database once developed by D&A 3. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	Months 4-6

meetings.	Task 6.4 Design presentation materials for AIMS' meetings with corporate and foundation leaders.				
Integrated Media Strategy An integrated media strategy is a plan and a road map which codifies target audience segments, suggesting media tactics and associated timing to reach those audience segments. The purpose of a media strategy is to provide the means for an institution's message to be delivered to the audiences they seek to influence. D&A will develop an integrated media strategy which includes with a multi-channel approach that includes earned (PR), owned (AIMS' managed website, newsletters, and social	Task 7.1 Integrated Media Strategy. Develop an integrated outreach strategy that includes earned, owned, and shared media all working together to accomplish AIMS goals. The earned portion of this strategy will identify media angles and outlets for your team to engage. The owned portion will incorporate a social media strategy to amplify all the assets we create across the channels AIMS owns and manages.	*Integrated Media Strategy*	1. Develop and present integrated one (1) Media Strategy for AIMS. 2. Provide two (2) rounds of refinements.	1. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	Months 2-4

channels), and shared media (organically shared media amongst the AIMS community), all working together to accomplish AIMS goals.					
CREATIVE DEVELOPMENT OF TARGETED COLLATERAL D&A will create collateral that ensures the mission, values and vision of the AIMS team are highlighted in a way that is engaging, educational, and thoughtful. This will include assistance with branded collateral that chronicles the story of AIMS for the media, funders, and other members of the community, including graphic and/or video content to be used across all platforms.	Task 8.1 Ongoing Assets for Social Media. Create a series of visuals and short videos driving to the website that can be shared across social channels, with media, and the community. Task 8.2 AIMS Story Video. Produce two (1) short videos (one :30-second and one :90-two-minute) to create an emotional appeal that highlights AIMS and its achievements.	*Produce one (1) :30-second video and one (1) :90-second to two-minute video to be used across various platforms* *Design and develop content for one (1) social post for two primary social channels per month throughout engagement*	1. *Produce one (1) :30-second video and one (1) :90-second to two-minute video to be used across various platforms.* 2. *Design and develop content for one (1) social post for two primary social channels per month throughout.* 3. Provide two (2) rounds of refinements to each deliverable.	1. Provide timely feedback to all assets and materials requiring AIMS approval 2. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	Months 3-4 and ongoing

Project Management and Metrics D&A's approach is collaborative, insight-based, outcomes-oriented, and seamlessly leverages our diverse, multi-channel marketing expertise to deliver compelling and motivating solutions for AIMS. Our decades of expertise working with diverse communities allow us to help you develop an impactful communications strategy that will meet people wherever they are and however they get important information. We will track all tactics against the KPIs established at the beginning of the project and expanded upon in our marketing strategies.	Task 9.1 Project Management Meetings. D&A will meet bi-monthly with the AIMS team project manager to review project progress, address outstanding issues and make course corrections as needed. Task 9.2 Project Management Oversight. The D&A project manager will be responsible for responding to all incoming requests and will have the ultimate responsibility in overseeing tasks, supervising the team, meeting project deadlines, adhering to budget and achieving outlined objectives. Task 9.3 Ongoing Evaluation of Project Deliverables. We will track and measure the effectiveness of our work ongoing, providing regular status reports.	*Bi-Weekly Status meeting* *Bi-Weekly Status Reports*	1. Develop and distribute meeting agendas. 2. Schedule meetings via Zoom. 3. Provide transcripts from meetings via Zoom. 4. Develop, populate, manage, and distribute bi weekly Status Reports 5. Provide two (2) rounds of refinements to each deliverable.	1. Provide timely input for Agenda topics, where required. 3. Communication to D&A will be through the Superintendent or her designee. Written feedback sent on documents will be sent in one concise/ consolidated form of communication.	Ongoing –weekly and biweekly

Dependencies:

Overall:

- Scope requires AIMS to manage the process of collecting and providing collective feedback for all tasks and deliverables that require feedback.
- Deliverables above limited to two (2) rounds of refinement per deliverable. Additional rounds of requested refinements may be accommodated with change orders.
- If AIMS needs an Annual Report designed developed and produced, D&A can provide a proposal with associated costs pertaining to this service, for pre approval by AIMS

Task 1-3 and 5-7:

- Deliverables above limited to two (2) rounds of refinement per deliverable. Additional rounds of requested refinements may be accommodated with change orders.

Task 4:

- Response planning for specific crisis communications situations are not included in this scope and can be supported by D&A through incremental time and materials scopes of work approved by AIMS.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as Of October 26, 2020, by and between **AMERICAN INDIAN MODEL SCHOOLS and affiliate organizations ("Client")** and **D&A COMMUNICATIONS INC., ("Contractor" or "D&A").**

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

1. Professional Services.

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

(b) Duties. During the Term, the Contractor shall perform such marketing and communications professional services as may be reasonably specified from time to time by the Client and agreed by Contractor in writing, subject to the requirement that the Contractor shall comply at all times with all applicable laws. Client shall be responsible for compliance with all applicable law with respect to the information provided to Contractor and with respect to communications approved by Client for dissemination by Contractor. Client shall also be responsible for reviewing all publicity, press releases, press documents and other materials prepared by Contractor to confirm that all representations, direct or implied, are supported by objective data and evidence then possessed by Client, and to confirm and approve the accuracy of the descriptions and depictions of the products and services of Client and its competitors. The Professional Services may include, without limitation, the services as fully described in the attached Exhibit A. In connection with the rendering of these services, the Contractor shall provide to the Client; (i) upon the Client's reasonable written request, all information, documents and other materials relating to the Professional Services; and (ii) such other oral and/or written reports regarding the services as the Client may from time to time reasonable request.

(c) Availability; Location. During the Term, the Contractor shall make themselves reasonably available to render the Professional Services on such business days and times to be requested by the Client and approved by the Contractor, but which shall ensure that Client is able to reach Contractor and Contractor provides prompt and timely service to Client.

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

2. Confidentiality; Client Property .

(a) Confidential Information.

(i) "Confidential Information" shall mean any information revealed by or through a party or by a representative of the party (the "Disclosing Party") (including information disclosed to and from its legal counsel and to the Receiving Party in order to facilitate legal advice or helping to achieve a specific legal goal) to the other (the "Receiving Party"), whether tangible or intangible, and regardless of how stored, compiled, or memorialized, whether physically, electronically, graphically, photographically, in writing or by some other means, that is (i) marked as "confidential," "proprietary" or with some similar indication; (ii) is advised by the Disclosing Party to be confidential; or (iii) which the parties would reasonably construe to be confidential information under the circumstances. Specifically, Company's products and related information, including documentation, data models, databases and other artifacts, are the Confidential Information of Company.

(ii) Except for where such disclosure is authorized by Client, Contractor shall keep in strict confidence, and shall not, directly or indirectly, at any time during or after the Term, disclose, furnish, disseminate, make available or, except in the course of performing it's his duties hereunder, use any Confidential Information.

(iii) Upon the termination of the Agreement, or sooner if requested by the Client, the Contractor shall return to the Client, in good condition, all property of the Client, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in this Agreement. Contractor shall be entitled to retain copies of such property, provided Contractor adheres to the confidentiality obligations hereof.

3. Independent Contractor Status. The Contractor's relationship to the Client during the Term is and will at all times be and remain that of an independent contractor and contractor, and not as an employee or agent. Client acknowledges that Contractor is engaged in a distinct business separate and apart from the business of Client. Client further acknowledges that Contractor and its agents possess a unique set of skills, training and experience. The Contractor does not, by virtue of this Agreement, acquire any authority, whether actual, express, implied or apparent, to bind or otherwise obligate the Client in any capacity, and the Contractor shall not make any commitments for or on behalf of the Client, or bind or purport to bind the Client, in any manner unless and only to the extent expressly authorized in writing by the Client or as described in Exhibit A. The Contractor acknowledges and agrees that he shall not be treated as an employee of the Client for purposes of federal, state, local and foreign income tax withholding, and unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Worker's Compensation law of any state or country and for purposes of benefits provided to employees of the Client under any employee benefit plan. The Contractor also acknowledges and agrees that ithe is required to pay any applicable taxes on the fees paid to him by the Client pursuant to this Agreement. The Client shall not

provide worker's compensation coverage for the Contractor and it is the responsibility of the Contractor to secure any such coverage if desired or required to meet the requirements of applicable law. The Contractor further acknowledges and agrees that ithe shall not be entitled to participate in any plans, arrangements or distributions by the Client pertaining to any bonus, stock option, profit sharing, 401(k) plan, paid time off, flex spend, insurance or other benefits for the Client's employees.

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

5. Term and Termination. Either party may terminate this Agreement at any time and without cause or reason upon thirty (30) days written notice to the other. Either party may

6.

terminate this Agreement immediately in the event the other party materially breaches this Agreement for cause by providing written notice to the other party. Upon termination Contractor will be paid in full for all fees and expenses incurred to the date of termination. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the "Term." If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs

other than on the last day of the applicable calendar month, then the fee payable to Contractor pursuant to Section 1(d), above for such month(s) shall be prorated accordingly.

7. Assignment . This Agreement shall insure to the benefit of, and shall be binding upon, the Client and its successors and assigns, and Contractor may not assign it.

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

caused by (i) the Client's acts in connection with the Project and the acts of its contractors, subcontractors or Contractors or anyone for whom the Client is legally liable,

9. Intellectual Property .

A. Pre-Existing. AIMS retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals and know-how (collectively, “Intellectual Property”) that the AIMS or its subsidiaries or affiliates owned before the Commencement Date (“Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party’s Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement. Contractor retains all rights of any nature in Intellectual Property that Contractor owned before the Commencement Date, as well as all media lists.

B. Newly Created. AIMS will retain ownership rights in any Intellectual Property created, conceived or developed in connection with the Project (“Newly Created Intellectual

Property”), and grants a fully paid up, worldwide, non-exclusive, non-sub licensable license to use that Newly Created Intellectual Property in connection with the Project. In the event that (1) one Party modifies or creates derivative works from the other Party’s Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual Property from the other Party’s Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that the conditions of ownership and use of the Newly Created Intellectual Property Belong to AIMS.

C. New Trademarks and Website Domains. Contractor agrees that it shall not do any of the following in connection with the Project unless AIMS gives its prior written consent: (1) use, register or attempt to register any trademark or service mark, (2) register or attempt to register a website domain name, or (3) host, operate or maintain a website (or cause or permit another party to do so).

D. Third-Party Services. Contractor agrees that prior to entering into an agreement with a third party for the performance of any services in connection with the Project, the contractor will receive approval from AIMS regarding ownership and/or license rights in any Intellectual Property to be developed, created or generated by the third party in connection with the Project.

E. Acknowledgments. Subject to the terms, conditions and limitations on use of Intellectual Property contained herein, each Party agrees that the other Party's contributions to the Project will be appropriately credited in any written publications or public disclosures relating to the Project.

Notwithstanding anything to the contrary, Contractor shall have the right to use all materials and work product in case studies, marketing efforts and other publicity and self-promotional materials, provided that Contractor does not disclose Client's Confidential Information when doing so and provided that Client shall have a right to demand Contractor cease using material and work product developed for Client if Client reasonably believes Contractor is not using it in a manner consistent with Client's needs and reputation.

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

11. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to affect the intent of the parties hereto. The parties hereto shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

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

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

14. 3. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when dispatched by electronic facsimile transfer, or by secure electronic transfer such as a secured email (if confirmed in writing by mail simultaneously dispatched), one business day

after having been dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address :

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

(ii) If to the Contractor: **Davis & Associates Communications, Inc.**
1388 Sutter Street, Suite
1200 San Francisco,
94109

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

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

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

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

19. Force Majeure. Contractor shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of Contractor.

1. Limitation of Liability: EXCEPT WHERE CAUSED BY ONE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION OR LOSS OF DATA, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.

3. This Agreement and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict/choice of laws principles. The parties hereby expressly agree that all disputes arising under this Agreement shall be resolved exclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator selected pursuant to the AAA Commercial Arbitration Rules and shall take place in San Francisco.

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

CLIENT:	CONTRACTOR:
AMERICAN INDIAN MODEL SCHOOLS	**Davis&Associates Communications, Inc.**
By:	By:
Maya Woods-Cadiz, Superintendent	Darolyn Davis, President & CEO

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

Term: December 1, 2020 – September 30, 2021 (10 months) This agreement spans two fiscal and programmatic years. The parties will meet in June of 2021 to review a potential renewal/ extension of this agreement.

Fee Schedule: $ 10,000/month (not to exceed 10 months).

The total not-to-exceed contract amount is $100,000.

All payments will be due and payable within 30 days from the date of invoice.

Services: Strategic marketing and communications services to support the goals of the Client, specifically:

Expenses: Client shall reimburse Contractor for any reasonable out-of-pocket expenses Contractor incurs as necessitated by this Agreement, including, without limitation: proportional costs for subscription services, non-proprietary database access, financial terminals, travel, news release distribution services, news monitoring services, focus group participants, , bridged conference calls/video links/hosting, photography, postage, overnight mail, and courier services. Contractor will have the right to require that Client provide such funds to Contractor in advance of Contractor incurring any specific expense. All expenses will be due within thirty (30) days of invoice, except where such invoice included an earlier date. Contractor will have the right to make purchases on behalf of Client, provided Client has approved such purchases. Contractor shall be liable for payments to such third-party vendors only to the extent Contractor has first been paid by Client for such purchases, under the principle of sequential liability. Contractor shall have the right to require that Client provide such funds to Contractor in advance of Contractor undertaking commitments on Contractor's behalf.

Any hours above the monthly retainer fee will be charged at an hourly rate. Prior authorization will be requested before working additional hours. Any task requested outside of the scope of work will be billed separately by the hour. All changes in scope must be in writing. or in collaboration with the Client, the scope of work will be reduced to accommodate additional tasks.

- **Contractor will develop a strategy that maximizes the usage of all media including social media, AIMS website, print and television to publicize AIMS educational accomplishments and student successes. This will include branded collateral that chronicles the story of AIMS for the media, funders, and other members of the community.** Build Mailing List of Important External Partners **Contractor will** assist with internal marketing and communication during Marketing and Communication Coordinators leave.

Client Initials:_____

Contractor Initials:_____

SEE ATTACHMENT EXHIBIT A