

AIMS K-12 College Prep Charter District

AIMS Special Board Meeting

Date and Time

Monday November 30, 2020 at 6:30 PM PST

Location

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

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

Agenda

			Purpose	Presenter	Time
l.	Ope	ening Items		6	6:30 PM
	Оре	ening Items			
	A.	Call the Meeting to Order			1 m
		- Board President, Mrs.Toni Cook			
	B.	Record Attendance and Guests	Vote	Toni Cook	2 m

Purpose Presenter Time

- Roll Call for the Directors of the Board, and opportunity for introduction of any guest presenters

C. Adoption of Agenda Vote Toni Cook 2 m

- Board President, Mrs. Toni Cook

D. Public Comment on Non-Agenda Items

10 m

Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

E. Public Comment on Agenda Items

10 m

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

II.	Non-Action Items				6:55 PM
	A.	President's Report	FYI	Board President T. Cook	5 m
	B.	Superintendent's Report	FYI	Superintendent Woods-Cadiz	5 m
	C.	AIMS K-12 Report	FYI	Heads of Schools and Division Heads	5 m
		Heads of School - Mr. Christopher Ahmad, Mr. Maurice Williams, Mr. Peter Holmquist			
	D.	ELD Report	FYI	Vannee Chand	5 m

			Purpose	Presenter	Time	
	E.	Education Coordinator, College Bound Kids Report	FYI	Matthew Gordan	5 m	
	F.	Operations Report	FYI	Operations	5 m	
		 Data, Accountability, and Operations Director, M Data, Accountability, and Operations Manager, 	_			
	G.	Finance Report	FYI	Katema Ballentine	5 m	
III.	Act	ion Items			7:30 PM	
	A.	Finance Committee	Vote	Chris Edington	5 m	
		 2. 2019-2020 Measure G1 Audit 3. 2019-2020 Measure G1 Carryover 4. Restricted Funding Compliant Job Descript 5. Covid Funding Review and Budget Propos 6. Federal Program Monitoring Findings/Corre 7. 2020-2021 1st Interim 8. Roberto Family Trust Donation 9. Growth Funding Application 10. Previously Denied Request Review 	al Packet	cket		
	В.	Governance Committee	Vote	Toni Cook	10 m	
		 Board Policy 315 Federal Fund Management Administrative Regulation 315a Federal Fund Management Administrative Regulation 315b Federal Fund Inventory Administrative Regulation 315c Federal Fund Time Accounting Administrative Regulation 315d Federal Fund Management: Compliance Review Process ELD Reclassification 				
IV.	Clo	sed Session			7:45 PM	

Powered by BoardOnTrack

Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will

A. Public Comment on Closed Session Items

FYI

10 m

Purpose Presenter Time

not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

B. Recess to Closed Session

Discuss

15 m

Closed Session Items:

- Conference with Real Property Negotiations (Gov. Code Section 54956.9)
- 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

- Board President, Mrs. Toni Cook

V. Closing Items 8:15 PM

A. Adjourn Meeting

FYI

B. NOTICES

FYI

The next regular meeting of the Board of Directors is scheduled to be held on January 19, 2021, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Purpose Presenter Time

I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website at www.aimsk12.org, on November 29, 2020, at 6:20 PM.

Certification of Posting

Coversheet

Superintendent's Report

Section: II. Non-Action Items

Item: B. Superintendent's Report

Purpose: FY

Submitted by:

Related Material: Superintendent November, 2020 Board Report.pptx

Superintendent's Report

Superintendent Maya Woods-Cadiz November, 2020

Table of Contents

- AIMS High School and Middle School Charter Renewal
- School Reopening (State Color Tiers)
- School Reopening Plans-Timeline
- School Reopening Plans-Logistics
- Oakland WiFi Map
- Oakland WiFi Logistics
- 2021 Projects



AIMS High School and Middle School Charter Renewal

AIMS College Prep Middle School

- Successful Submission on October 1, 2020
- 7 Year Request
- Over 1000 Pages
- November 4, 2020- Successful Hearing
- December 2, 2020 OUSD Decision

OUSD Staff Recommendation

Renewal for 5 years

AIMS College Prep High School

- Successful Submission on October 1, 2020
- Year Request
- Over 1000 Pages
- November 4, 2020- Successful Hearing
- December 2, 2020 OUSD Decision

OUSD Staff Recommendation

Renewal for 5 years



School Reopening (State Color Tiers)

County risk level Positive tests New cases More than 7 More than 8% WIDESPREAD daily new cases (per 100k) positive tests Most schools are closed to in-person instruction, unless they meet certain conditions 4 - 7 5 - 8% SUBSTANTIAL daily new cases (per 100k) positive tests Schools can reopen for in-person instruction after they have remained in the red tier for 14 days 1 - 3.9 2 - 4.9% MODERATE daily new cases (per 100k) positive tests Schools can reopen for in-person instruction based on state and county guidance Less than 1 Less than 2% daily new cases (per 100k) positive tests Schools can reopen for in-person instruction based on state and county guidance

School Reopening Plans-Timeline

Red Tier for > 14 days by December 18, 2020

If Alameda county is in the Red Tier for 14 days or more by December 18, 2020, AIMS Schools will open for Hybrid Learning on January 4, 2021.

Purple Tier On December 18, 2020

If Alameda county is **not** in the Red Tier for 14 days or more by December 18, 2020, AIMS Schools will open for Hybrid Learning on January 4, 2021. The Superintendent will reassess opening date and make a recommendation to the board regarding opening in person learning at all for the 20-21 school year at the February board meeting.

School Reopening Plans-Logistics

Facilities

Lakeview and 12th Street Campuses are equipped and ready in the event we open for hybrid learning

Staffing

- Both campuses have staff present on a rotating schedule
- Time accounting is being used to track the hours and work of at home staff

Curriculum

 Students have materials and curriculum to complete their work, and surveys have gone out regarding the satisfaction with provision

Social Emotional Support

Students affinity counseling groups, PBIS, and student social activities are happening.

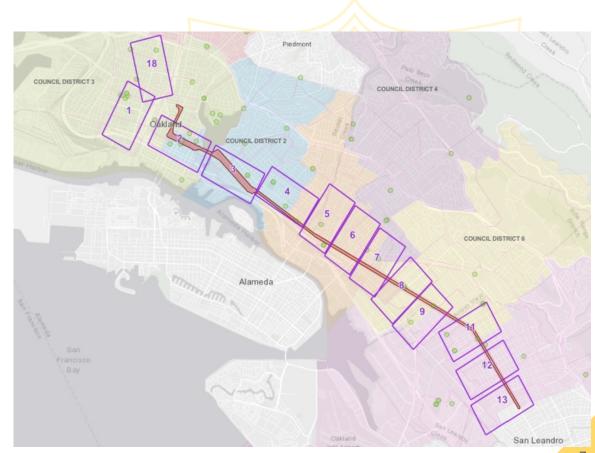
Technology

- Students are being provided with technology
- The city of Oakland has started city wide internet in November

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM Oakland WiFi Map

OAK WiFi Coverage Area

OAK WiFi already has live hotspots throughout the City; this initiative will greatly expand the coverage to parts of West Oakland, Downtown Oakland, and East Oakland along the International Blvd corridor to the San Leandro border. The first zones (1, 2, & 18), located in West Oakland, Downtown, and Uptown, using existing fiber, will begin coming online starting in mid-November 2020. The remaining Zones (3, 4, 5, 6, 7, 8, 9, 11, 12, & 13) will come online as they are completed shortly thereafter.



Oakland WiFi Logistics Alms K-12 College Prep Charter District - Alms Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM Oakland WiFi Logistics

How to Connect

Easy, just go into the wifi settings on your mobile phone, laptop, or desktop computer, select OAK-WIFI and get connected!

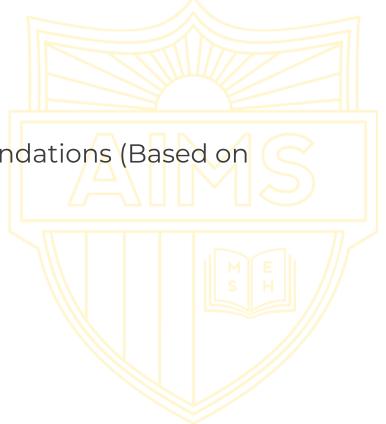
Communication Plan

- Parent square communication
- FAC, LCAP Advisory and ELAC Meetings
- Social Media Postings
- Website Postings
- School Notifications



2021 Projects

- Onboarding New PR Firm
- Finalizing Reopening Plans
- 5 year Strategic Plan Recommendations (Based on Charter)
- AIMS Elementary Renewal
- Facilities Plan
- 2021-2022 Budget
- 2021-2022 Staffing Plan
- 2021-2022 Contracts
- Construction Completion





Coversheet

AIMS K-12 Report

Section: II. Non-Action Items Item: C. AIMS K-12 Report

Purpose: FY

Submitted by:

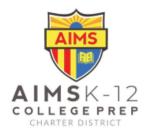
Related Material: High School Board Report Template (1).pptx

Elementary School Board Report Template.pptx Middle School Board Report Template.pptx

AIMS HS Board Report

Reporting Period November, 2020

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



Powered by BoardOnTrack 18 of 417

Introduction

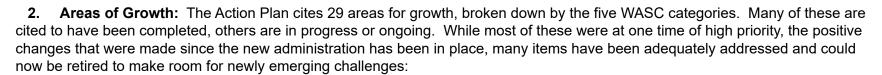
This slide deck contains information about AIMS College Prep High School. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Head may take a short time (5 minutes Max) to highlight any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

Highlights I Want The Board To Know

AIMS HS Held its WASC Mid-Cycle Visit on October 28-29. The visit and its report was overwhelmingly positive of the recent changes at AIMS HS. A full copy of the report can be found here: https://tinyurl.com/aims-hs-midcycle20



- Robust instructional program, with high expectations and a focus on College Prep.
- Dedicated teaching staff and strong administrative leadership with a vision of a program that challenges students to become self-directed learners and ensures that students function academically and emotionally at their highest capacity.
- A strong sense of family, a positive school culture and support for students' academic and social emotional learning.



- Strengthen the system for continuous stakeholder engagement and involvement in decision making, including ongoing involvement in the WASC school improvement process, and ownership of the school's Mission, Vision, Schoolwide Learner Outcomes, and Critical Learner Needs.
- Expand the Leadership Team to include other stakeholders beside administrators.
- Create a coherent system of support with culturally responsive pedagogy to help those students who are not successful, the majority of whom are Latino.
- Provide staff training on how to use the findings from the analysis of student performance data to further strengthen instruction and to personalize and differentiate instruction in an effort to ensure that all students succeed at AIMS
- Prioritize areas in need of improvement and refine the Action Plan by focusing on critical areas so that the plan has a chance to succeed, considering the school's capacity for implementation--human, financial and time.



Highlights Of The Month





- Ms. Julia Li was recently hired as the new High School Head of Division. With a background in Chemistry and SPED, Ms. Li has previously served as a Charter School instructor and administrator in Delaware.
- AIMS HS Received Statewide Recognition for California Student Aid Commission Race To Submit Campaign: On Tuesday, November 17, AIMS HS was recognized as one of 24 high schools in the state for its FAFSA and Dream Act Rate Completion during a virtual awards ceremony.
- The AIMSTRONG! Student of the month will recognize student of the month winners based on the letter that corresponds to the AIMSTRONG Acronym. For October's theme, Integrity, 20 students were student of the Month, and freshman Arianna Khalaf was selected amongst the 20 students of the Month to win a free letterman jacket. November's theme is MENTORSHIP.

Powered by BoardOnTrack 21 of 417

High School Instructional Schedule In January



2020 / 21 AIMS HS DISTANCE LEARNING MASTER BELL SCHEDULE

(15 minute reduction per class period)

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



2020-21 AIMS HS Friday A / B Schedule

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

Date	Schedule Type	Day Type
August 21, 2020	Friday A (1-4)	Minimum Day
August 28, 2020	Friday B (5-8)	Minimum Day
September 4, 2020	Friday A (1-4)	Minimum Day
September 11, 2020	Friday A (1-4)	Full Day
September 18, 2020	No School	Staff Development
September 25, 2020	Friday B (5-8)	Minimum Day
October 2, 2020	Friday A (1-4)	Minimum Day
October 9, 2020	Friday B (5-8)	Minimum Day
October 16, 2020	No School	Staff Development
October 23, 2020	Friday A (1-4)	Minimum Day
October 30, 2020	Friday B (5-8)	Minimum Day
November 6, 2020	No School	Parent Conferences
November 13, 2020	Friday A (1-4)	Full Day
November 20, 2020	Friday A (1-4)	Minimum Day
November 27, 2020	No School	Thanksgiving Break
December 4, 2020	Friday B (5-8)	Minimum Day
December 11, 2020	Friday A (1-4)	Minimum Day
December 18, 2020	Friday B (5-8)	Minimum Day
December 25, 2020	No School	Winter Break
January 1, 2021	No School	Winter Break
January 8, 2021	Friday A (1-4)	Minimum Day
January 15, 2021	Friday B (5-8)	Minimum Day
January 22, 2021	Friday A (1-4)	Full Day
January 29, 2021	Friday A (1-4)	Minimum Day

Powered by BoardOnTrack 22 of 417

Hybrid Learning Grouping In January

- Classrooms under the hybrid schedule will contain no more than 10-12 students per cohort
- Hybrid cohorts are determined by the first 10-12 students on each first period roster
- Hybrid Schedule Cohorts (When we open in person)
- (Week 1) ABCA
- (Week 2) BCAB
- (Week 3) CABC
- · Friday classes are entirely virtual
 - Week 1 Example: (Week 1) ABCA (A -Monday, B - Tuesday, C - Wednesday, A -Thursday, Friday - Virtual for all)
- Families will be notified on all AIMS Communication platforms of their child's A, B, or C track listing.

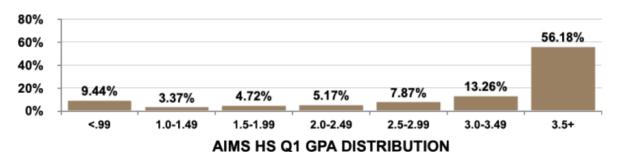


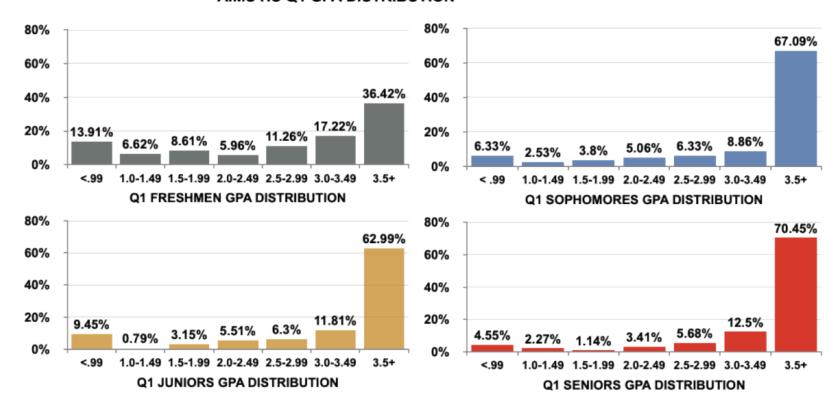
Powered by BoardOnTrack 23 of 417

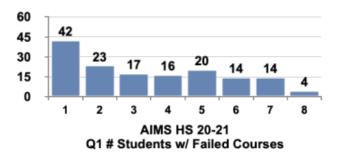
High School Strategy for Addressing Concerns From Parents and Students

- Daily calls to all AIMS HS and incoming AIMS HS students to confirm Fall Enrollment
- Multiple Summer Parentsquare and Email Communications from AIMS Staff Regarding Upcoming School Year / '19-'20 School Year
 Highlights
- Required Summer Novel Readings for all AIMS HS students (students stopped by campus to pick up summer reading materials over the summer)
- Required Math ALEKS for all incoming AIMS students
- Held 8 parent engagement meetings and 4 student orientations (one per grade level) Parent meetings were held in Mandarin only and Spanish breakout rooms
- Held Junior / Senior and Freshman / Sophomore drive-in pickups of school supplies, textbooks, and class shirts
- Multiple student engagements to complete Dual-Enrollment forms for AIMS U College Pathways Program in the Fall
- Make-Up pickup dates will be ongoing throughout the school week

AIMS HS Q1 Data Analysis







AIMS HS 20-21 Q1 Top Failed Courses						
Grade	Subject	# of Failed Students	% of Failed Courses			
	VPA, Foreign Language, PE, Electives	166	33.7%			
9th	AP Human Geography	39	7.9%			
9th	English 9	37	7.5%			
9th	AP Environmental Science	36	7.3%			
9th	Geometry	35	7.1%			
10th	AP World History	24	4.9%			
11th Pre-Calculus		23	4.7%			

Powered by BoardOnTrack 25 of 417

High School Challenges/Concerns and Method for Resolution

1. Failed Grades During AIMS Q1 Grading Term

- Concern: While the vast majority of AIMS students are passing their courses, many freshmen students are failing multiple classes.
 This is largely due to COVID-19 school related closures, and the fact that Freshmen were not properly oriented to the challenges and rigors of high school.
- Resolution: Aside from Saturday School, SSTs, and increased tutoring, students will be able to begin credit recovery during the start
 of S2.
- Increased conversations / strategies with teachers with high rates of failed students.
- There is a significant need for increased coordination across the AIMS district level to implement consistent practices and standards to
 ensure that students are prepared for the rigors of high school.

2. Academic Progress of AIMS Dual Enrollment Students

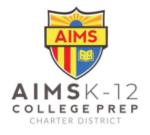
- Concern: While the vast majority of students are excelling in their College Pathways courses, some students have not taken the class seriously and are in danger of failing. Some students have been recommended to drop their courses or risk having failed grades appear on college transcripts. Due to FERPA rights, neither the parents nor AIMS are entitled to be informed of failed grades in realtime - which significantly contradicts the AIMS Model.
- Resolution: Send requests to families to solicit their children to waive FERPA rights to AIMS. This will allow community college
 teachers to provide AIMS / HS families with grade updates in a timely fashion and provide AIMS students intervention resources in a
 timely fashion.

Powered by BoardOnTrack 26 of 417

AIMS K-5 Board Report

Reporting Period November, 2020

Head of School Christopher Ahmad, AIMS College Prep Elementary School



Powered by BoardOnTrack 27 of 417

Introduction

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

Highlights I Want The Board To Know

- -We are purchasing new desks for the K-2 students in order to accommodate social distancing requirements
- -We purchased new touchscreen laptops for K-2 students
- -IXL an online supplemental program was purchased for K-5

Highlights Of The Month

-Two new intervention staff were hired to help students in small groups for Zoom breakout rooms

Elementary School Instructional Schedule In January

8:45-3:30 K-2 Friday 8:45-2:00

8:30-3:30 2-5 Friday 8:30-2:00

Hybrid Learning Grouping In January

K students will be in pods. Each class will be split into two different classes. There will be a rotation of teachers every hour. The rotation includes the classroom teacher, PE teacher, Mandarin teacher, and intervention aide.

1st grade - students will all be present. They will be in the common areas on the first floor with desks 6 feet apart.

2-5 - Each class will have 3 groups that alternate from in-class learning to distance learning.

Example

Monday - Group A (10 students) attends class in person. Groups B and C will be watching a live broadcast of the lesson via Zoom.

Tuesday - Group B (10 students) attends class in person. Groups A and C will be watching a live broadcast

Elementary School Method for Monitoring Instruction For January Hybrid Learning

Daily observations
Lesson Plans
Benchmarks
Reading Assessments

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

Parent Square
Zoom Meetings
Phone Calls

Elementary School Strategy for Addressing Concerns From Parents and Students

Zoom Meetings Phone Calls

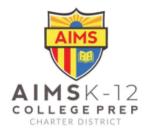
Elementary School Challenges/Concerns and Method for Resolution

Determining whether we are going back for a hybrid model or will be continuing virtual learning

AIMS 6-8 Board Report

Reporting Period November, 2020

Head of School Peter Holmquist, AIMS College Prep Middle School



Powered by BoardOnTrack 37 of 417

Introduction

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

Highlights I Want The Board To Know

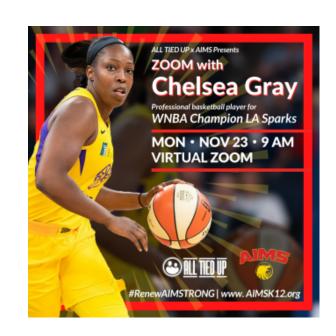
- Continuing to develop teachers
- Completed the charter renewal application and first hearing
- Continuing replacement or sharing of school supplies and computers
- All Tied Up, AIMS, and WNBA (see right)



Powered by BoardOnTrack 39 of 417

Highlights Of The Month

- Completed Quarter 1 of Semester 1
- Supported with Measure G1, SPSA, LCAP, Title Funds review (adminstrative/legislative requirements)
- Spending time supporting social media and branding
- Completed the charter renewal application and first hearing
- Continuing replacement or sharing of school supplies and computers
- All Tied Up, AIMS, and WNBA (see right)



Middle School Instructional Schedule In January

USC & Stanford (Ms.Jone & Ms. Bakheit)												
	Monda		day Tuesday		day	Wednesday		Thursday		Friday		
											USC (ELA &	Stanford (Math
											Hist	& Sci
				Stanford		Stanford		Stanford		Stanford	Assessment &	Assessment &
	Block 1 (90 min)	9:00 - 10:30	USC (ELA)	(Math)	USC (Math)	(ELA)	USC (ELA)	(Math)	USC (Math)	(ELA)	Evaluation)	Evaluation)
		10:30 - 11:00	Break									
								Stanford				
						Stanford	USC World	World				
Week	Block 2 (90 min)				USC Art	Music	Language	Language				
1	USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	(Frost)	(Hammer)	(Spanish)	(Mandarin)	P.E. (Mike)	P.E. (Tina)		
								Stanford				
						Stanford	USC World	World		Stanford		
Week	Block 2 (90 min)				USC Art	Music	Language	Language	USC Art	Music		
2	USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	(Frost)	(Hammer)	(Spanish)	(Mandarin)	(Frost)	(Hammer)		
								Stanford		Stanford	USC (Math &	Stanford (ELA &
						Stanford	USC World	World	USC World	World	Sci	Hist
Week	Block 2 (90 min)				USC Art	Music	Language	Language	Language	Language	Assessment &	Assessment &
3	USC/Stanford	11:00 - 12:30	P.E. (Mike)	P.E. (Tina)	(Frost)	(Hammer)	(Spanish)	(Mandarin)	(Spanish)	(Mandarin)	Evaluation)	Evaluation)
		12:30 - 1:00	Lunch									
				Stanford		Stanford		Stanford		Stanford		
	Block 3 (90 min)	1:00 - 2:30	USC (Math)	(ELA)	USC (ELA)	(Math)	USC (Math)	(ELA)	USC (ELA)	(Math)		
				Stanford		Stanford		Stanford		Stanford		
	Block A (60 min)	2:30 - 3:30	USC Science	History	USC History	Science Boar	USC Science	History	USC History	Science		41 of 4

Hybrid Learning Grouping In January

Hybrid grouping has begun, coordinating:

- Equitable student groups on campus ⅓ of class
- Supported video conference meetings for ⅔ of class
- Rotation of the three groups, each group on campus for one day on, two days off
- Groups coordinated with different grade siblings, etc.

Middle School Method for Monitoring Instruction For January Hybrid Learning

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

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

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

Middle School Strategy for Addressing Concerns From Parents and Students

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

Middle School Challenges/Concerns and Method for Resolution

Engagement of students in online learning

- skills, practices, relationships
- develop teacher investment in curriculum

Professional Development continually addressed through

- faculty evaluation plan (including data tracking for improvement)
- unit/lesson planning for Quarter Two and beyond
- vendor, peer teacher, and administrator offering training

Coversheet

ELD Report

Section: II. Non-Action Items Item: D. ELD Report

Purpose: FYI

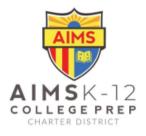
Submitted by:

Related Material: _ELD Board Report Template (1).pptx

AIMS K-12 English Language Development

Reporting Period November 2020

Vannee Chand, ELD Coordinator



48 of 417

AIMS English Language Learners

2020-2021	AIPCS-241	AIPCS II-651	AIPHS-446	AIMS K-12-1,338
ELs	72-30%	223-34%	80-18%	375-28%
Newcomers	13	14	21	48
Reclassified	6	7	4	17

Highlights I Want The Board To Know

- Teachers will get Professional Development series on Integrated and Designated ELD.
 - New EL strategies and protected time
- ELD intervention aides and ELD teacher supports general ed teachers with ELs.
 - Progress Monitoring
 - Language Lab/Intervention
- Newcomers
 - Support with technology navigation
 - Parent Communication
 - ELD Class Course
 - After-School Tutoring
 - Supplemental Programs
- Created EL Learning Plans for High Needs K-8
- Created K-12 English Language Learner Proficiency List
- ELD Google Drive Resources for K-12

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

Curriculum/Intervention

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

Blended Learning

Newsela, Quill, Rosetta Stone, Learning Ally

Platform

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

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

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

Powered by BoardOnTrack 52 of 417

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

- ELD teacher will have questions about the curriculum and resources.
 - ELD Coordinator along with deans will work with ELD teacher and provide support.
- Difficulty to collaborate and schedule time to meet.
 - When there's a schedule, zoom is a great platform to meet and talk face to face.
- Hard to manage intervention and communication when not in person.
 - A communication and intervention log will be completed on a daily basis for each school site.

Coversheet

Education Coordinator, College Bound Kids Report

Section: II. Non-Action Items

Item: E. Education Coordinator, College Bound Kids Report

Purpose: FY

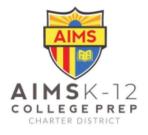
Submitted by:

Related Material: CBK Board Report Template (1).pptx

AIMS K-12 College Bound Kids

Reporting Period (Month) (Year)

Matthew Gordan, College Bound Kids Coordinator



Powered by BoardOnTrack 55 of 417

Introduction

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

Highlights I Want The Board To Know

- Answer to the question from the last board meeting: **2020 AP exam participation results**:
 - *415 students registered
 - *1,046 exams ordered
 - *975 exams taken
 - *64 exams were "no-shows"
 - *7 exams were erroneously cancelled by the College Board computer system
- 2021 AP exams have been ordered. Current tally:
 - *447 students registered
 - *1,293 exams ordered
- 87 students wrote 4 UC application essays each and received multiple readings from me, including content feedback and line edits for each essay.
- As of 8 AM on 11/23, over half of the Senior class successfully submitted their UC application. 35 of them received financial assistance from AIMS. Everyone else will have submitted by 11/25 (deadline is 11/30).
- All Cal Grant paperwork has been submitted on behalf of Senior students.
- On 11/12 had our first AIMS Alumni fireside chat w/Seniors. At least 16 alumni showed up.

Established College Bound Priorities

Current Priorities:

- *Guide Seniors through college application process:
 - -Investigate schools and majors
 - -"Meet" college admissions officers via lunchtime meetings
 - -Instruct on how to create personal essays
 - -Read and provide feedback on all Senior essays
 - -Continuous 1-on-1 meetings with Seniors throughout semester
- *Provide awareness and help with current scholarship opportunities
- *Oversee AP ordering for the high school
- *Keep track of and nag Seniors in regards to completing credit recovery in order to graduate this year

Established Daily/Weekly Schedule for Communicating With Seniors, Juniors

*In terms of Juniors, I communicate when there is news or opportunities to share. They receive a group email from me once a week, sometimes more.

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

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

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

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

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

Scholarship Searches and Results

This is an ongoing process...

So far we have at least 6 students on track to apply for the QuestBridge scholarship, 7 students for the Bill Gates scholarship, and 5 for the Coca-Cola scholarship. More students have expressed interest, but these are the number of students who have actually submitted work for review.

More scholarships have slowly opened up, like Asian Pacific Islander Association scholarships (they host a few throughout the year).

Keep in mind the main scholarship season comes alive in January and runs through June. Scholarships are part of the curriculum of the college planning class for the 2nd Semester and are mandatory assignments.

We had 3 finalists for the Posse scholarship, which we've had a winner for the past 4 years in a row... but all 3 finalists choose to withdraw from the scholarship's final round.

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

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

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

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

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

Qualitative and Quantitative Results for Response to Student and Parent Inquiry

Main Inquiry Topics:

Credit recovery

Graduation requirements

Any and every matter relating to the college application process

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

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

Coversheet

Operations Report

Section: II. Non-Action Items Item: F. Operations Report

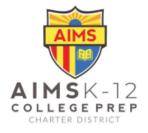
Purpose: FY

Submitted by:

Related Material: Operation's November Board Report (1).pptx

AIMS K-12 Operations Reporting Period November 2020

Marisol Magana, Operations Director Tiffany Tung, Operations Manager



Powered by BoardOnTrack 65 of 417

Introduction

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

Highlights I Want The Board To Know

Reporting

- Working on CALPADS Fall 1 Updates
- Federal Program Monitoring (FPM) findings AIPCS II (CE, EL, EXPL)
- Submitted 20-21 Fall Enrollment Student Data to Office of Charters for AIPCS/AIPCS II/AIPHS
- Submitted California Basic Educational Data System (CBEDS) for AIPCS/AIPCS II/AIPHS
- Submitted Prop 39 Facilities Request for AIPCS/AIPCS II/AIPHS
- CNIPS (Child Nutrition Information Payment System) monthly reimbursement claim
- Attendance/exit reports

Facilities & Maintenance

- Central office was moved out of Alameda office
- Continued maintenance of 12th street and Lakeview
- Prepared kitchen space for Department of Environmental Health permit walkthrough.

Food Service Program

- Partnered with Swinerton Foundation for philanthropic donation of \$1000 to purchase 50 turkeys for AIMS first Thanksgiving Turkey Giveaway.
- Held in person income Survey Workshop for families
- Implementation of new online application for lunch applications (allows families to be able to easily access and complete lunch applications and provides immediate Title 1 information for school district. All information completed sync with SIS data management platform)
- Applied for SSO (Seamless Summer Option) CDE approved SSO for nutrition program. SSO program will reduce paperwork and
 alleviate administrative burdens and makes it easier for AIMS to feed children in low income areas during traditional summer vacation
 periods and during school vacation periods of longer than ten days for year-round schools.

Powered by BoardOnTrack 67 of 417

Actions being done for School Reopening in January

12th Street

- Clearing out garage
- Moving items to storage
- Setting up nurse's office
- Continue to set up classrooms for in person instruction
- Walkthrough to determine what other items/work will be needed for school re-opening
- Kitchen preparation/permitting for full service operation lunch program

Lakeview

- Ordered Storage bins
- Maintenance at the school site
- Continue to set up classrooms for in person instruction
- Did walkthrough with OUSD to assess needs for school re-opening
- Kitchen preparation/permitting for full service operation lunch program

The established Technological Plan for Determining Daily Attendance K-12

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

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

- Attendance codes have been created to differentiate online and in person instruction.
- PowerSchool Logins have been provided to all teachers and staff that will be responsible for attendance.
- Attendance is taken by homeroom teacher (Elementary & Middle School), or by the 1st or 5th period teacher for high school.
- Laptops were distributed to all teachers to ensure technology needs were met to ensure daily attendance can be taken.
- Weekly and monthly attendance audit will be reviewed and signed electronically by all teachers taking attendance.

ADA Attendance Results for Elementary, Middle, and High for October/November

	School Days 10/16/2020 to 10/31/20	School Days 11/1/2020 to 11/20/2020
Elementary - 440	98.73%	99.04%
Middle - 460	97.56%	98.11%
High School - 446	98.52%	98.64%

Powered by BoardOnTrack 70 of 417

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

- We are using our student information system (SIS)- PowerSchool to ensure that attendance is taken correctly and on a timely matter.
- **Effectiveness and Daily Accountability:** Admin staff checks that teachers are submitting attendance on time if they do not they email the teachers to ensure that they complete their attendance in a timely matter.
- Self Assess and Analyze Data: If a student is marked absent parents are called to determine why
 that student is absent.
- Outcome & Goal: to reduce chronic absent students during this time of virtual learning, educate students/families on the importance of attendance and supporting families w/ potential barriers to daily school attendance.

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

Issues/Concerns:

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

Resolution/Action Plan Addressing Concerns:

- 1. Attendance checklist for teachers and staff
- 2. Attendance audits will be reviewed by administrative staff to ensure attendance is accurate.
- 3. Teachers will inform administrative staff if students join late virtually to ensure that attendance is accurate for the day.
- 4. All families with internet connectivity issues will be provided information about free internet and school may provide jet packs to families with recurrent connectivity issues.

Coversheet

Finance Report

Section: II. Non-Action Items Item: G. Finance Report

Purpose: FYI

Submitted by:

Related Material: Finance Committee COVID Budget Review and Proposal final (1).pptx

AMERICAN INDIAN MODEL SCHOOLS

COVID FUNDING EXPENSE AND BUDGET PROPOSAL

Presented by: Katema Ballentine, Chief Business Officer In partnership with school leaders Finance Committee Meeting: Monday, November 23,2020 Board Meeting: Monday, November 30, 2020

Powered by BoardOnTrack 74 of 417

- COVID FUNDING TYPES AND COMPLIANT EXPENSES
- **♦ AIPCS EXPENSE SUMMARY**
- **AIPCS BUDGET PROPOSAL**
- ♦ AIPCS BUDGET RATIONALE
- **AIPCS II EXPENSE SUMMARY**
- **AIPCS II BUDGET PROPOSAL**
- **AIPCS II BUDGET RATIONALE**
- **AIPHS EXPENSE SUMMARY**
- **AIPHS BUDGET PROPOSAL**
- **AIPHS BUDGET RATIONALE**
- **APPENDICES: PROPOSED QUOTES**

CARES COVID FUNDING REVIEW

American Indian Models Schools(AIMS) has been awarded **\$1.3M** in Covid support funding for the 2020 -21 fiscal year.

As of 1st Interim (October 31, 2020), AIMS has expensed \$378,370.

American Indian Model Schools has prepared a proposed budget for the remaining \$1,004,697.

CARES COVID PROPOSAL

SACS CODE	RESTRICTOR	NAME	SOURCE	Total State/Federal Budget	COMPLIANT USES	GRANT PERIOD
3210	32	Elementary & Secondary School emergency relief (ESSER)	Federal Coronavirus Aid Relief and Economic Security Act (CARES)	\$1.65 B for California	*Providing principals and others school leaders with the resources necessary to address the needs of their individual schools *Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population *Developing and implementing procedures and systems to improve the preparedness/response efforts *Planning for/coordinating long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students) *Staff training/ professional development on sanitation and minimizing the spread of infectious disease *Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA *Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology *Mental health services and supports *Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care *Discretionary funds for school principals to address the needs of their individual schools *Other activities that are necessary to maintain the operation and continuity of services in LEAs and to	3/13/20-9/30/22
3215	71	"GEER" Learning Loss Mitigation - based on Student with Disabilities	FED CARES - \$355M from Governor's Emergency Education Relief (GEER)	\$1.5B total \$1,900 per SWD	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	GEER 3/13/20-9/30/22 CRF 3/1/20-12/30/20
3220	72	"CR" Learning Loss Mitigation - based on Supplemental & Concentration Grants	FED CARES - \$2.86B CRF	\$2.86B	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	3/1/20-12/30/20
7420	74	"General Fund - GF" Learning Loss Mitigation - based on LCFF	FED CARES - \$440M CRF	\$980M Total	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	3/18/20-12/30/20

Powered by BoardOnTrack 77 of 417

Elementary & Secondary School emergency relief (ESSER)

COMPLIANT EXPENSES

*Providing principals and others school leaders with the resources necessary to address the needs of their individual schools

*Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population

*Developing and implementing procedures and systems to improve the preparedness/response efforts

*Planning for/coordinating long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students)

*Staff training/ professional development on sanitation and minimizing the spread of infectious disease

*Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA

*Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology

*Mental health services and supports

*Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care

*Discretionary funds for school principals to address the needs of their individual schools

*Other activities that are necessary to maintain the operation and continuity of services in LEAs and to

"GEER"
Learning Loss
Mitigation - based
on Student with
Disabilities

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

"CR"
Learning Loss
Mitigation - based
on Supplemental &
Concentration
Grants

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

"CR"
Learning Loss
Mitigation - based
on Supplemental &
Concentration
Grants

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC CHARTER AIPCS 6-8

Powered by BoardOnTrack 82 of 417

COVID FUNDING SUMMARY AIPCS

Funding Resource	Ехр	pended as of October 31, 2020	Total Grant	R	emaining Allocation	F 1	ncumbered unds as of 1/1/2020 - 1/19/2020	Re	Balance of Funds emaining for Expense Allocation
32 COVID ESSER	\$	8,456.90	\$ 40,384.00	\$	31,927.10	\$	-	\$	31,927.10
71 COVID GEER	\$	-	\$ 4,600.00	\$	4,600.00	\$	-	\$	4,600.00
72 COVID Cares CFR	\$	42,344.96	\$ 171,822.00	\$	129,477.04	\$	1,382.38	\$	114,263.95
74- COVID LLMF	\$	-	\$ 19,734.00	\$	19,734.00			\$	19,734.00
TOTALS		\$50,801.86	\$236,540.00		\$185,738.14		\$1,382.38		\$170,525.05

For 2020-21 AIPCS has received **\$236,540** in Covid support funding. As of 1st Interim (October 31, 2020), AIPCS has expensed **\$50,802** leaving a balance of **\$185,738** to expense. As of November 19, 2020 AIPCS had encumbered an additional **\$1,382** in expenses in our Purchase Order system. After deducting those expenses. AIPCS has prepared a proposed budget for the remaining **\$165,455**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

COVID FUNDING SUMMARY AIPCS

Expense Type Detail as of October 31, 2020

			AMOUNT	Encumbered Funds as of 11/1/2020 -	Total Funds Expensed to
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	EXPENDED(10/31/2020)	11/19/2020	11/19/2020
4100	Textbooks & Core Materials	Text books	\$ 9,083.37	\$ -	\$ 9,083.37
4200	Books and other Reference Material	Online Platform Curriculum	\$ 450.00	\$ -	\$ 450.00
4300	Materials and Supplies	On Line Platform Access	\$ 354.76	\$ -	\$ 354.76
4315	Classroom Materials and Supplies	Masks/Faceshields	\$ 12,410.14		\$ 12,410.14
4381	Materials for Plant Maintenance	Washing stations	\$ 3,240.64	\$ -	\$ 3,240.64
4400	Non Capitalized Equipment	Sneeze Guards	\$ 4,707.80		\$ 4,707.80
4410	Computers/ Network / Software	Computers & Software	\$ 8,569.75	\$ -	\$ 8,569.75
5210	Professional Development/Travel	Food Service Transportation Support	\$ -	\$ 73.56	\$ 73.56
5500	Operations and Housekeeping Services	Alarms	\$ 1,659.89	\$ -	\$ 1,659.89
5502/5601	Janitorial/ Building Maintenance	Deep Cleanings/Faucet installations	\$ 3,825.95	\$ 1,308.82	\$ 5,134.77
5605	Equipment Lease and Rental	Materials for Distance Operations	\$ 1,927.56	\$ -	\$ 1,927.56
5800	Services and Operations	Installation of folding desks	\$ 4,572.00	\$ -	\$ 4,572.00
5877	IT Services		\$ -	\$ -	\$ -
5900	Communications		\$ -	\$ -	\$ -
	TOTAL		\$ 50,801.86	\$ 1,382.38	\$ 52,184.24

Powered by BoardOnTrack 84 of 417

AIPCS

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

_		Damaining Dalamas			ĆE 770 02
		TOTAL		\$	26,148.07
	5900	Communications			
	5877	IT Services			
	5800	Services and Operations			
	5605	Equipment Lease and Rental			
	5502/5601	Janitorial/ Building Maintenance	Windows	\$	26,148.07
	5500	Operations and Housekeeping Services			
1	5210	Professional Development			
	4410	Computers/ Network / Software			
	4400	Non Capitalized Equipment			
	4381	Materials for Plant Maintenance			
	/ 4315	Classroom Materials and Supplies			
Z	4300	Materials and Supplies			
	4200	Books and other Reference Material			
	4100	Textbooks & Core Materials			
	OBJECT CODE EXPENSE TYPE		DESCRIPTION	вис	GET AMOUNT
				\$3	31,927.10

Remaining Balance

\$5,779.03

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 85 of 417

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$4,600.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
4315	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
	TOTAL		\$ -

Remaining Balance

\$4,600.00

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 86 of 417

AIPCS	Proposed 72- CFR (3/1)	/20 -12/30/20)		
			\$1	14,263.95
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUI	DGET AMOUNT
4100	Textbooks & Core Materials		\$	3,556.72
4200	Books and other Reference Material			
4300	Materials and Supplies	Materials and Supplies	\$	42 <i>,</i> 508.07
4315	Classroom Materials and Supplies	WACOM Tablets/ Student	\$	21,750.00
4381	Materials for Plant Maintenance			
4400	Non Capitalized Equipment	Back up battery/Inventory system	\$	2,554.17
4410	Computers/ Network / Software	Computers/ Carts/ Software	\$	26,245.00
5210	Professional Development			
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance	Janitorial/ Building Maintenance	\$	10,000.00
5605	Equitment Lease and Rental			
5800	Services and Operations			
5877	IT Services			
5900	Communications	Crisis Communications	\$	7,650.00
	TOTAL		\$	114,263.96
		\$0.00		

Powered by BoardOnTrack 87 of 417

AIPCS	Proposed 74- LMFF (3/1	./20 - 12/30/20)						
			\$	19,734.00				
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BU	DGET AMOUNT				
4100	Textbooks & Core Materials							
4200	Books and other Reference Material							
4300	Materials and Supplies							
4315	Classroom Materials and Supplies	School and teaching supplies	\$	18,034.00				
4381	Materials for Plant Maintenance							
4400	Non Capitalized Equipment							
4410	Computers/ Network / Software							
5210	Professional Development	Professional Development	\$	1,700.00				
5500	Operations and Housekeeping Services							
5502/5601	Janitorial/ Building Maintenance							
5605	Equipment Lease and Rental							
5800	Services and Operations							
5877	IT Services							
5900	Communications							
	TOTAL		\$	19,734.00				
	Remaining Balance \$0.00							

COVID FUNDING BUDGET RATIONALE

RESOURCE NAME	NAME OBJECT ITEMS EXPENSE		How does this apply to the compliant use of Covid Funds?	
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Headphones - Rosetta Stone Headphones	\$ 4,760.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	\$ 1,485.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4315	Drawing WACOM tablets (90) Art Students	\$ 18,000.00	Additional Materials needed to be purchased to support students who are learning from home.
General Fund Learning Loss Mitigation Funds	5210	Professional Development	\$ 1,700.00	Support Distance Learning: Professional Development
CR: Learning Loss Mitigation based on Supplemental/Concentration	4315	Student Supplies: White Boards for Students	\$ 3,750.00	Additional Materials needed to be purchased to support students who are learning from home.
OR: Learning Loss Mitigation based on Supplemental/Concentrtion	4100	Expended 8/8/2020: Learning Solutions Plus	\$ 3,556.72	Additional Materials needed to be purchased to support students who are learning from home.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	5 Laptops for Students	\$ 3,450.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Computers for Students	\$ 20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4300	Materials and Supplies	\$ 42,508.07	Additional Materials needed to be purchased to support students who are learning from home.

Powered by BoardOnTrack 89 of 417

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC CHARTER II AIPCS II K-8

COVID FUNDING SUMMARY AIPCS II

American Indian Public Charter II										
					Encumbered Funds as	Balance of Funds				
Funding Resource	Expended as of October 31, 2020		Total Grant	Remaining Allocation	of 11/1/2020 -	Remaining for Expense				
					11/19/2020	Allocation				
32 COVID ESSER	\$16,349.32	\$	182,661.00	\$166,311.68	\$ -	\$ 166,311.68				
71 COVID GEER	\$0.00	\$	8,740.00	\$8,740.00	\$ -	\$ 8,740.00				
72 COVID Cares CFR	\$147,829.63	\$	475,690.15	\$ 327,860.52	\$ 15,213.09	\$312,647.43				
74- COVID LŁM	\$0.00	\$	56,352.00	\$ 56,352.00	\$ 5,070.19	\$51,281.81				
TOTALS	\$164,178.95		\$723,443.15	\$559,264.20	\$20,283.28	\$538,980.92				

For 2020-21 AIPCS II has received **\$723,443** in Covid support funding. As of 1st Interim (October 31, 2020), AIPCS II has expensed **\$164,179** leaving a balance of **\$559,264** to expense. As of November 19, 2020 AIPCS II had encumbered an additional **\$20,283** in expenses in our Purchase Order system. After deducting those expenses. AIPCS II has prepared a proposed budget for the remaining **\$538,981**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

COVID FUNDING SUMMARY AIPCS II

Expense Type Detail as of October 31, 2020

OBJECT CODE	EXPENSE TYPE	DESCRIPTION	AMOUNT EXPENDED (10/31/2020)	Encumbered Funds as of 11/1/2020 - 11/19/2020	То	tal Funds Expensed to 11/19/2020
4100	Textbooks & Core Materials	Text books	\$ 2,911.50	\$ -	\$	2,911.50
4200	Books and other Reference Material	Online Platform Curriculum	\$ 16,381.52	\$ -	\$	16,381.52
4300	Materials and Supplies	On Line Platform Access	\$ 7,873.04	\$ -	\$	7,873.04
4315	Classroom Materials and Supplies	Masks/Faceshields	\$ 30,262.16	\$ 961.88	\$	31,224.04
4381	Materials for Plant Maintenance	Washing stations	\$ 9,920.71	\$ -	\$	9,920.71
4400	Non Capitalized Equipment	Sneeze Guards	\$ 33,277.90	\$ 1,496.91	\$	34,774.81
4410	Computers/ Network / Software	Computers & Software	\$ 5,890.00	\$ -	\$	5,890.00
5210	Professional Development	Professional Development	\$ 1,234.27	\$ 5,070.19	\$	6,304.46
5500	Operations and Housekeeping Services		\$ 3,979.84	\$ -	\$	3,979.84
5502/5601	Janitorial/ Building Maintenance	Deep Cleanings/Faucet installations	\$ 45,209.56	\$ 12,754.30	\$	57,963.86
5605	Equipment Lease and Rental	Materials for Distance Operations	\$ 50.22	\$ -	\$	50.22
5800	Services and Operations	Installation of folding desks	\$ 7,120.00	\$ -	\$	7,120.00
5877	IT Services	Grammerly	\$ 59.90	\$ -	\$	59.90
5900	Communications	Drop Box-Virtual doc sharing	\$ 8.33	\$ -	\$	8.33
	TOTAL		\$ 164,178.95	\$ 20,283.28	\$	184,462.23

Powered by BoardOnTrack 92 of 417

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

			\$1	.66,311.68
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BU	OGET AMOUNT
4100	Textbooks & Core Materials			
4200	Books and other Reference Material			
4300	Materials and Supplies			
4315	Classroom Materials and Supplies			
4381	Materials for Plant Maintenance			
4400	Non Capitalized Equipment	Furniture	\$	45,264.00
4410	Computers/ Network / Software			
5210	Professional Development	Professional Development	\$	600.00
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance	Windows/ Air Flow Repairs	\$	97,615.93
5605	Equipment Lease and Rental			
5800	Services and Operations			
5877	IT Services			
5900	Communications			
	TOTAL		\$	143,479.93

Remaining Balance

\$22,831.75

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 93 of 417

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$8,740.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
4315	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	5877 IT Services		
5900	Communications		
	TOTAL		\$ -

Remaining Balance \$8,740.00

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 94 of 417

Proposed 72- CFR	(3/1/20 -12/30/20)
op o o o a / E o ,	

			\$3	312,647.43
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BU	DGET AMOUNT
4100	Textbooks & Core Materials			
4200	Books and other Reference Material			
4300	Materials and Supplies			
4315	Classroom Materials and Supplies	ELA supports/ white boards/tablets	\$	43,730.00
4381	Materials for Plant Maintenance	Materials for Plant Maintenance	\$	22,700.76
4400	Non Capitalized Equipment	Back up battery/Inventory system	\$	10,336.29
4410	Computers/ Network / Software	Computers/ Carts/ Software	\$	193,830.38
5210	Professional Development			
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance	Janitorial/ Building Maintenance	\$	20,000.00
5605	Equipment Lease and Rental			
5800	Services and Operations			
5877	IT Services			
5900	Communications	Crisis Communications	\$	22,050.00
	TOTAL		\$	312,647.43
	Remaining Ralance			\$ 0.00

Remaining Balance \$0.00

Proposed 74- LMFF (3/1/20 - 12/30/20)

			\$5	51,281.81			
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	ВИ	OGET AMOUNT			
4100	Textbooks & Core Materials	Books and online platform	\$	3,393.71			
4200	Books and other Reference Material						
4300	Materials and Supplies		\$	7,376.11			
4315	Classroom Materials and Supplies						
4381	Materials for Plant Maintenance						
4400	Non Capitalized Equipment						
4410	Computers/ Network / Software	Laptops/Software	\$	30,611.99			
5210	Professional Development	Professional Development	\$	9,900.00			
5500	Operations and Housekeeping Services						
5502/5601	Janitorial/ Building Maintenance						
5605	Equipment Lease and Rental						
5800	Services and Operations						
5877	IT Services						
5900	Communications						
	TOTAL						
Remaining Balance S							

Remaining Balance

\$0.00

COVID FUNDING AIPCS II BUDGET RATIONALE

	OBJECT	ITEMS	PROGRAM	EXPENSE	How does this apply to the compliant use of Covid Funds?
					Due to social distancing non traditional classroom space is required for in person instruction. Current furniture does not allow for social
	4400	Furniture: Desk for Elementary		\$ 45,264.00	distancing
	4410	Student Computers / Carts Mr Ahmad	305-Elemenatary	\$ 105,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional computers are needed.
	4410	Student Computers Mr. Holmquist	320- Middle Schl	\$ 20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4315	Benchmark Advanced: Supplemental Materials	305-Elemenatary	\$ 10,000.00	Additional Materials needed to be purchased to support students who are learning from home.
	4410	XL Software: Online Learning Program	305-Elemenatary	\$ 7,500.00	Additional Materials needed to be purchased to support students who are learning from home.
	5800	Contractor for Professional Development regarding Culturally relivant distance instruction	K-8	\$ 4,900.00	Support Distance Learning: Professional Development
\prod	4/10	Mr Ahmad is getting the quotes for these items	305-Elemenatary	\$ 44,407.38	Additional Materials needed to be purchased to support students who are learning from home.
	4410	Headphones - Rosetta Stone Headphones (275 Units) for 6-8 Students	320- Middle Schl	\$ 4,760.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Headphones - Rosetta Stone Headphones (500 Units) for K-5 Students	305-Elemenatary	\$ 8,500.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	320- Middle Schl	\$ 1,485.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	305-Elemenatary	\$ 2,178.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4315	Drawing WACOM tablets (90) Art Students	320- Middle Schl	\$ 18,000.00	Additional Materials needed to be purchased to support students who are learning from home.

COVID FUNDING AIPCS II BUDGET RATIONALE

OBJECT	ITEMS	PROGRAM	EXPENSE	How does this apply to the compliant use of Covid Funds?
4400	Projectors (6) Wall mounted	320- Middle Schl	\$ 1,619.94	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4400	Projectors (6) Wall mount	320- Middle Schl	\$ 449.46	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4400	Projectors Portable (already expended): reclass to correct coding	320- Middle Schl	\$ 884.88	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4410	Laptops/ Cart	305-Elemenatary	\$ 30,611.99	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
52 1 0	Professional Development:	320- Middle Schl	\$ 5,000.00	Support Distance Learning: Professional Development
4315	Student Supplies: White Boards for Students	320- Middle Schl	\$ 3,750.00	Additional Materials needed to be purchased to support students who are learning from home.
4315	Audio Book Program: Learning Ally ELA Program	320- Middle Schl	\$ 12,000.00	Additional Materials needed to be purchased to support students who are learning from home.
4100	Already Expended 8/8/2020: Learning Solutions Plus : Reclass to correct coding	320- Middle Schl	\$ 3,393.71	Additional Materials needed to be purchased to support students who are learning from home.
4381	Plant Maintenance	K-8	\$ 22,700.00	To reduce potential of Covid exposure
5210	Professional Development: Materials	320- Middle Schl	\$ 600.00	Support Distance Learning: Professional Development
5610	Installation of Pressure Tranducer	K-8	\$ 3,380.00	HVAC ventilation systems needed upgrades to increase airflow to reduce potential Covid exposure
5610	Repair on Trane Condensing Unit	K-8	\$ 21,784.00	HVAC ventilation systems needed upgrades to increase airflow to reduce potential Covid exposure

Powered by BoardOnTrack 98 of 417

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC HIGH SCHOOL **AIPHS 9-12**

Powered by BoardOnTrack 99 of 417

COVID FUNDING SUMMARY AIPHS

	American Indian Public High									
	Funding Resource	Expended a	Expended as of October 31, 2020		Total Grant	Remaining Allocation	E	Encumbered Funds as of 11/1/2020 - 11/19/2020		alance of Funds aining for Expense Allocation
3	2 COVID ESSER	\$	15,693.68	\$	81,798.00	\$ 66,104.3	2 \$		\$	66,104.32
7	L COVID GEER		\$0.00	\$	6,440.00	\$ 6,440.0	0 \$		\$	6,440.00
7	2 COVID Cares CFR	\$	84,825.95	\$	295,308.30	\$ 210,482.3	5 \$	41,203.70		\$169,278.65
7	4-00/KD LLM	\$		\$	39,537.00	\$ 39,537.0	0 \$			\$39,537.00
	TOTAL		\$100,519.63		\$423,083.30	\$322,563.6	57	\$41,203.70		\$281,359.97

For 2020-21 AIPHS has received **\$423,083** in Covid support funding. As of 1st Interim (October 31, 2020), AIPHS has expensed **\$100,520** leaving a balance of **\$322,564** to expense. As of November 19,2020 AIPHS had encumbered an additional **\$41,204** in expenses in our Purchase Order system. After deducting those expense. AIPHS has prepared a proposed budget for the remaining **\$281,360**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

100 of 417

COVID FUNDING SUMMARY AIPHS

Expense Type Detail as of October 31, 2020

OBJECT CODE	EXPENSE TYPE	DESCRIPTION	AMOUNT EXPENDED (10/31/2020)	En	cumbered Funds as of 11/1/2020 - 11/19/2020	To	tal Funds Expensed to 11/19/2020
4100	Textbooks & Core Materials	Online Class Materials	\$ 5,759.36	\$	-	\$	5,759.36
4200	Books and other Reference Material		\$ -	\$	-	\$	-
4300	Materials and Supplies		\$ -	\$	-	\$	-
4315	Classroom Materials and Supplies	Hepa Filters/School Supplies	\$ 29,453.46	\$	-	\$	29,453.46
4381	Materials for Plant Maintenance		\$ -	\$	-	\$	-
4400	Non Capitalized Equipment	Masks, Faceshields, Sneeze Guards	\$ 16,565.74	\$	-	\$	16,565.74
4410	Computers/ Network / Software	Software	\$ 16,423.49	\$	-	\$	16,423.49
5210	Professional Development	Professional Development	\$ 352.55	\$	-	\$	352.55
5500	Operations and Housekeeping Services		\$ -	\$	-	\$	-
5502/5601	Janitorial/ Building Maintenance	Disinfecting, Deep Cleaning	\$ 30,496.65	\$	-	\$	30,496.65
5605	Equipment Lease and Rental		\$ -	\$	-	\$	-
5800	Services and Operations	Social Emotional support	\$ 1,468.38	\$	-	\$	1,468.38
5877	IT Services		\$ -	\$	-	\$	-
5900	Communications		\$ -	\$	-	\$	-
	TOT	AL	\$ 100,519.63	\$	-	\$	100,519.63

Powered by BoardOnTrack 101 of 417

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

			\$66,104.32
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies	Materials for Distance learning	\$ 10,000.00
43/15	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment	Desk/Furniture	\$ 10,000.00
4410	Computers/ Network / Software	Imac and Computers	\$ 14,000.00
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
	ТО1	AL	\$ 34,000.00

Remaining Balance

\$32,104.32

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

> Powered by BoardOnTrack 102 of 417

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$6,440.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
43/15	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
	тот	AL	\$ -

For the 2020-2021 it is recommended to carryover the funds into the 2021-2022 fiscal year

Remaining Balance

Powered by BoardOnTrack 103 of 417

\$6,440.00

COVID FUNDING: BUDGET PROPOSAL AIPHS Proposed 72, CEP (2/1/20, 12/20/20)

Proposed 72- CFR	(3/1/20)	-12/30/20)
	(0) -/ -0	, , ,

			\$1	.69,278.65
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUI	DGET AMOUNT
4100	Textbooks & Core Materials			
4200	Books and other Reference Material			
4300	Materials and Supplies	School Planners	\$	19,500.00
4315	Classroom Materials and Supplies	PBIS Supports/ Music protecion and masks	\$	12,970.56
4381	Materials for Plant Maintenance			
4400	Non Capitalized Equipment	Back up battery/Inventory System/Computers	\$	71,958.09
4410	Computers/ Network / Software			
5210	Professional Development			
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance			
5605	Equipment Lease and Rental			
5800	Services and Operations	Academic Mentors	\$	50,000.00
5877	IT Services			
5900	Communications	Crisis Communications	\$	14,850.00
	TO	TAL	\$	169,278.65

Remaining Balance

\$0.00

	Proposed 74- LMFF	(3/1/20)	- 12/30/20)
--	-------------------	----------	-------------

			\$3	39,537.00	
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	ВИС	BUDGET AMOUNT	
4100	Textbooks & Core Materials	Mental Health Textbooks	\$	8,745.00	
4200	Books and other Reference Material				
4300	Materials and Supplies				
4315	Classroom Materials and Supplies	Music Supplies (masks and protection)	\$	7,792.00	
4381	Materials for Plant Maintenance				
4400	Non Capitalized Equipment				
4410	Computers/ Network / Software	Anti bully software/ Chromebook order	\$	19,000.00	
5210	Professional Development	Materials for Professional Development/Social Em PD	\$	4,000.00	
5500	Operations and Housekeeping Services				
5502/5601	Janitorial/ Building Maintenance				
5605	Equipment Lease and Rental				
5800	Services and Operations				
5877	IT Services				
5900	Communications				
	TO	TAL	\$	39,537.00	
	Remainin	g Balance		\$0.00	

Powered by BoardOnTrack 105 of 417

AIPHS COVID FUNDING

RESTRICTOR NUMBER	RESOURCE NAME	OBJECT	ITEMS	EXPENSE	How does this apply to the compliant use of Covid Funds?
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4315	School Planners (5 Years)	\$ 19,500.00	Additional Materials needed to be purchased to support students who are learning from home.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4315	PBIS Prizes	\$ 10,000.00	Positive incentives to support the social emotional needs of students in distance learning and incentivise increased student interaction in learning
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4430	Desks / School Furniture	\$ 10,000.00	Due to social distancing non traditional classroom space is required for in person instruction. Current furniture does not allow for social distancing
74	General Fund Learning Loss Mitigation Funds	5210	The New Art and Science of Teaching (More Than Fifty New Instructional Strategies for Academic Success) (The New Art and Science of Teaching Book Series) 50 Books	\$ 1,300.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	5210	Raising the Rigor: Effective Questioning Strategies and Techniques for the Classroom (Teach Students to Write and Ask Their Own Meaningful Questions)	\$ 1,350.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	5210	Distance Learning Playbook	\$ 1,350.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	4410	No Bullying Schools (5-Year Anti-Bullying Reporting System)	\$ 9,000.00	Socioemotional Support: Additional Materials needed to be purchased to support students who are learning from home.
7/2	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4200	Mental Health 101 (500 Textbooks)	\$ 8,745.00	Socioemotional Support: Additional Materials needed to be purchased to support students who are learning from home.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4400	Mac desktop computers (10) / 5 iPads	\$ 30,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4400	Teacher computers - laptops (25)	\$ 17,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 74	\$ 20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
74	General Fund Learning Loss Mitigation Funds	4315	Music Supplies: Instrument Mask and guards	\$ 8,000.00	Additional Materials needed to be purchased to support students who are learning from home to prevent Covid spread.
74	General Fund Learning Loss Mitigation Funds	4315	MakeMusic	\$ 2,640.00	Additional Materials needed to be purchased to support students who are learning from home to prevent Covid spread.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	5800	Interim Academic Deans (Since July 1)	\$ 50,000.00	Support Distance Learning: Teacher Support and Professional Development
74	General Fund Learning Loss Mitigation Funds	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 72	\$ 10,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
32	Elementary & Secondary School emergency relief (ESSER)	4300	Supplies	\$ 10,000.00	Additional Materials needed to be purchased to support students who are learning from home.
32	Elementary & Secondary School emergency relief (ESSER)	4410	Mac desktop computers (10) / 5 iPads	\$ 14,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.

Associated Quotes for Items over \$8,000 are attached to the addendum

RESTRICTOR	SOURCE	ОВЈЕСТ	ITEM	VENDOR	QUOTE	A	моинт
32	ESSER	4400	Furniture Desk Elementary School	School Outfitters	QUO11247881	\$	45,263.66
32	ESSER	4400	Furniture Desk High School	Worthington Direct	10580815	\$	9,042.9
32	ESSER	5601	Windows	AMA Glass	Estimate Dated 6/24/2020	\$	89,850.00
32	ESSER	4410	IMAC Computers	APPLE	2206763090*	\$	43,296.00
32	ESSER	5610	Repair on Trane Condensing Unit	Carrier Corp	2071Q685282	\$	21,784.00
32	ESSER	5610	Install Tranducer Across Air Handler	Carrier Corp	2071Q685230-1	\$	3,380.00
TOTAL (ESSER) ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF FUND QUOTES				\$	212,616.5		
72	CARES RELIEF FUND	4300	School Planner	School Planner	Quote dated 11/18/2020	\$	19,397.5
72/	CARES RELIEF FUND	4410	Inventory System	School Dude	Q-209464	\$	2,024.5
72	CARES RELIEF FUND	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.3
7/2	CARES RELIEF FUND	4410	Chromebooks/Carts-Middle	CDW /APPLE	LTDF672	\$	38,604.6
72	CARES RELIEF FUND	4410	Chormebooks/Carts-High	CDW	LTDF508*	\$	28,953.4
72	CARES RELIEF FUND	4410	IMAC Computers	APPLE	2206763090*	\$	43,296.0
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000072223185.2	\$	7,000.0
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000073376105.1	\$	11,208.2
72	FUND	4410	Software-Elementary	TCI -subscription	TCI Quote	\$	5,082.0
TOTAL (CRF) Cares Relief Funds: Learning Loss Mitigation based on Supplemental and Concentration					\$	241,857.2	
74	LLMF	4100	Mental Health Textbooks	Character Programs	2714		8,745.0
74	LLMF	4410	Anti Bully Software	Character Programs	2713	\$	9,000.0
74	LLMF	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.3
TOTAL (LMFF) General Fund Learning Loss Mitigation Funds					\$	907,621.9	

Coversheet

Finance Committee

Section: III. Action Items

Item: A. Finance Committee

Purpose: Vote

Submitted by: Related Material:

SB_820_Growth_Funding_Application_Memo_November_30_2020_board_meeting__1_.docx

Final_V4_10.19.2020.AIMS__D-A_Contract__draft_10-18-20__1__1_.doc

American Indian Model Schools Exec Memo 2020_1st Interim.docx

American Indian Model Schools Parcel G1 June 30 2020 Financial Report Final (1).pdf

AIPCS_1_- Carryover_Form - Measure_G1_- 2020-21.v2__1_.docx AIPCS_2_- Carryover_Form - Measure_G1_- 2020-21.v2 (1).docx

Cover_letter__1_.docx

Family_Trust__7.12.12__2_(1).pdf

Finance Committee COVID Budget Review and Proposal final (1).pptx

First_Amend_to_RLT (1).pdf

FPM_Findings_Coverpage.xlsx

FPM_Packet__1_.pdf

Grant_and_Donation_thank_you_letter_Roberto_Trust__1_.docx

Memo_Denied_Request_Review_November_30__2020_finance_meeting (1).docx

SB 820 Growth Funding Application Memo November 30 2020 board meeting 1 .docx

Restrictor_74_Learning_Loss_Mitigation_GP_Quotes (1).docx

Restrictor_72_Learning_Loss_Mitigation_Supplemental_and_Concentration (1).docx

Restrictor 32 ESSER Fund Quotes 1 (1).docx

2nd_Amend_RLT_9.28.15 (1).pdf

AIMS Intervention Aide.docx

Community Laison.docx

ELD Coordinator.docx

ELD Intervention Aide.docx

Saturday School Intervention Job Description NBA.docx

SPED IA Job Description.docx

MEMORANDUM

TO: Finance Committee

FROM: Katema Ballentine, Business Office

DATE: November 23,2020

SUBJECT: SB 820 Growth Funding application

On July 15, 2020, upon the approval of the 2020-2021 Governor's Budget, EC Section 43505 outlined limitations on funding for projected enrollment and ADA growth

SB 820 Growth Funding

Signed by Governor Newsom on September 18, 2020 SB 820 amended *Education Code* (*EC*) Section 43505 to permit growing local educational agencies (LEAs) to receive funding based on the projected or actual growth for FY 2020–21. The following FAQs are intended to provide an overview of the application requirements and apportionments for qualified LEAs for FY 2020–21.

Application for Funds

LEAs must complete and submit the SB 820 Growth Funding Application(XLSX) on or before November 6, 2020. The application requires an LEA to describe its basis for eligibility and submit supporting documents. An LEA's superintendent and board president must both certify the accuracy of the information submitted.

The applications for AIPCS, AIPCS II and AIPHS were certified by Board President, Toni Cook and Superintendent Maya Woods-Cadiz

Eligibility Requirements

Continuing classroom-based charter schools are eligible for an apportionment calculation based on growth if the LEA's most recent 2020–21 budget adopted by the governing board or body of the local educational agency on or before June 30, 2020, or its adopted 2019–20 second interim report explicitly shows growth in overall pupil enrollment or ADA from its actual 2019–20 level to its projected 2020–21 level.

When will an LEA receive its apportionment for growth?

The first calculation based on growth will occur with the First Principal Apportionment for Fiscal Year 2020–21 and LEA's will begin receiving monthly payments in February 2021.

The allocation that each school will receive will be determined after submission of application and determination of eligibility.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of ______, by and between AMERICAN INDIAN MODEL SCHOOLS and affiliate organizations ("Client") and D&A COMMUNICATIONS, ("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) <u>Capacity.</u> The Client hereby retains the firm as a 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) <u>Duties</u>. 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, subject to the requirement that the Contractor shall comply at all times with all applicable laws. The Professional Services may include, without limitation, 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 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 request.
- (c) <u>Availability; Location</u>. 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.
- (d) <u>Compensation; Reimbursement of Expenses</u>. 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) Except for where such disclosure is necessary and 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 his duties hereunder, use any trade secrets or confidential business and technical information of the Client, including, without limitation, facts as to when or how the Contractor may have acquired such information (collectively, "Confidential Information").
- (ii) 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.

- 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 he is required to pay any applicable taxes on the fees paid to him by the Client pursuant to this Agreement. The Client shall not provide worker's compensation coverage for the 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 he shall not be entitled to participate in any plans, arrangements or distributions by the Client pertaining to any bonus, stock option, profit sharing, 401(k) plan, paid time off, flex spend, insurance or other benefits for the Client's employees.
- 4. <u>Representations</u>. The Contractor hereby represents and warrants to the Client that (i) she has the capacity and authority to enter into this Agreement, (ii) she will render the Professional Services in a workman-like manner, (iii) at all times while she is rendering any Professional Services, she will conduct herself in a professional manner and in accordance with all applicable laws, and (iv) at all times while she is rendering any Professional Services, she will not negligently or willfully act in a manner that reflects adversely upon (A) the business integrity or goodwill of the Client or (B) the image or reputation of the Client and/or any of the Client's products.
- 5. <u>Term and Termination</u>. Either party may terminate this Agreement at any time and without cause or reason upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately for cause by providing written notice to the other party. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the "Term." If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs other than on the last day of the applicable calendar month, then the fee payable to Contractor pursuant to Section 1(d), above for such month(s) shall be pro-rated accordingly.
- 6. <u>Assignment</u>. This Agreement shall inure to the benefit of, and shall be binding upon, the Client and its successors and assigns.
- 7. <u>Indemnification.</u> 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 Contractors negligent performance of professional services under this Agreement and that of its subContractors or anyone for whom the Contractor is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnity and hold harmless 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 the

Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or Contractors or anyone for whom the Client is legally liable.

8. <u>Intellectual Property</u>.

- A. Pre-Existing. Each Party retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals and knowhow (collectively, "Intellectual Property") that the Party or its subsidiaries or affiliates owned before the Commencement Date ("Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party's Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement.
- B. Newly Created. To the fullest extent possible, each Party will retain ownership rights in any Intellectual Property newly created, conceived or developed by that Party in connection with the Project ("Newly Created Intellectual Property"), and grants to the other Party a fully paid up, worldwide, non-exclusive, non-sublicensable license to use that Party's Newly Created Intellectual Property in connection with the Project. In the event that (1) one Party modifies or creates derivative works from the other Party's Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual Property from the other Party's Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that they will establish, in a writing signed by both Parties, the terms and conditions of ownership and use of the Newly Created Intellectual Property before either Party may publish, distribute, make publicly available, license to third parties, or otherwise use the Newly Created Intellectual Property.
- C. New Trademarks and Website Domains. Contractor agrees that it shall not do any of the following in connection with the Project unless the other Party 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. Each Party 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 Party contractor will consult with the other Party 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.
- 9. <u>Modifications</u>. No change, amendment or modification of this Agreement shall be valid unless it is in writing specifically referencing this Agreement and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a

waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

- 10. <u>Severability</u>. 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.
- 11. <u>Governing Law</u>. This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.
- 12. <u>Descriptive Headings</u>. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 13. <u>Notices</u>. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), one business day after having been dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address or facsimile number specified below:

(i) If to the Client: American Indian Model Schools

171 12th Street Oakland, CA 94607

(ii) If to the Contractor: **D&A Communications**

3719 Brunell Dr. Oakland 94602

- 14. <u>Construction</u>. Where the context so indicates, the masculine shall include feminine and neuter, the singular shall include the plural and the plural shall include the singular. When a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement unless otherwise indicated. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.
- 15. <u>Further Assurances</u>. Each party hereto shall cooperate and take such action as may be reasonably requested by another party hereto in order to carry out the provisions and purposes of this Agreement and the transactions contemplated by this Agreement.
- 16. <u>Entire Agreement</u>. This Agreement contains all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the subject matter hereof. This Agreement is intended by the parties hereto to be an integration of any and all prior agreements or understandings (other than those identified above), oral or written, with respect to the subject matter hereof.

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Term: December 1, 2020 – October 2021 (10 months)

Contract will be revisited towards the goal of potential renewal or extension

for the 2021-2022 school year in April of 2021.

Fee Schedule: \$10,000/month

The total not-to-exceed contract amount is \$100.000.

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

specifically:

A. Reputation Management and Crisis Communication

Contractor will broaden access to media that highlights the positive news of AIMS, and send out a correct and positive narrative about the work being done at AIMS. Contractor will assist AIMS in managing communication during crisis situations. Contractor will meet with the board to design and implement their communication tool. Contract will meet with the CEO/Superintendent to design and implement her communication tool. Contractor act as agent for AIMS leaders, particularly the CEO/Superintendent and Board President to access speaking opportunities that highlight the work they are doing at AIMS.

B. Community Relations

Contractor will develop civic engagement strategies that maximize AIMS' presence in the Oakland/Alameda County/California community. They will develop a public engagement strategy that includes participation in chambers of commerce and business groups to maximize the civic and community presence of AIMS' Board President, CEO/Superintendent, board members, site leadership and students.

C. Corporate Relationships

Contractor will assist AIMS to engage in activities that support a funding/contributions goal and engage with non-profit corporate entities that support education with donations, grants and other resources.

D. Government Affairs

Contractor will development of a strategy to build cooperative relationships with government and education regarding AIMS' success with all students, including our success with Black and Brown children.

E. Media Relations

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

F. Other Services

Contractor will update AIMS about Items of local, state, and national importance. Contractor
will report out progress monthly to board of directors. Contractor will create an AIMS
quarterly report and annual report. Contractor will meet weekly with Marketing and
Communication Coordinator and CEO/Superintendent. Contractor will create data-based

D&A-AIMS Professional Services Agreement **Draft 10-18-20**

Page 6 of 7

marketing toolkits. Contractor will hold executive communication trainings. Contractor will hold board communication trainings. Contractor will assist with the expansion of the We Are Oakland Too! and #RENEWAIMSTRONG campaigns. Contractor will assist with the creation of the AIMS political strategy and engagements. Contractor will assist with internal marketing and communication during Marketing and Communication Coordinators leave.

Client Initials:		
Contractor Initials:		



Lakeview Campus

AIPHS

171 12th Street Oakland, CA 94607

AIPCS I & II

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

American Indian Model Schools

2020-2021 1st 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 4 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 are advised by a 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 to the 2016-2021 Charter Agreement with Oakland Unified School District, AIMS 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. AIPCS and AICSII saw a 1% increase to their Average Daily attendance. AIPHS enrollment was adjusted to reflect the no growth formula that was in the Governor's budget. Upon approval of the Growth Funding Application (due December 15, 2020), enrollment growth 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 Adoption Budget										
	AIPCS	AIPCS II	APHS	TOTAL						
Enrollment	240	665	440	1345						
Average Daily Attendance %	96%	96%	95%							
Average daily Attendance	230.12	637.75	397.8	1265.6						

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

ENROLLMENT							
WAIT LIST							
SITE	TOTAL						
AIPCS	7						
AIPCS II	612						
AIPHS	.77_						
Powered by Boa	ardonii	аск					



AIPHS
Lakeview Campus

171 12th Street Oakland, CA 94607

AIPCS I & II

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

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
 - o March 2021 to October 2021
 - o February 2021 to November 2021

0

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

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM

AIPCS I & II

AIPH



Downtown Oakland Campus

AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

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 Budget Adoption was approved projecting \$16,388,366M budget. The First Interim Budget reported in this executive summary has been revised to reflect \$17,230,961M, a 5% budget increase across all schools.

	AIMS K12						
REVENUES							
	ADOPTION	1	ST INTERIM		DIFF	%	
TOTALS	\$ 16,388,366	\$	17,230,961	\$	842,595	5%	

*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
- New- CARES Act: Learning Loss Mitigation Funds
- New- CARES Act: GEER Funds

<u>Budget Benchmarks – Process timeline</u>

- ➤ 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 Oct 31 Activity): December 1, 2020

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM



Downtown Oakland Campus

AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607

AIPCS I & II

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

➤ 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

1st 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 1st Interim report for AIMS captures activity from July 1, 2020 through October 31, 2020. This report is presented to the Board each November and submitted to our authorizer, OUSD, in December.

Revenues

During each reporting cycle the Government releases a Local Control Funding Formula calculator that reflects the assumptions made during the approval of the Governor's Budget. At adoption, the calculator submitted to schools for completion was based on the May Revise budget. On October 29, 2020 AIMS received the FCMAT LCFF Calculator Version 21.2 to projected 2020-2021 State 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 1st Interim calculator projected a decrease for State aid. The LCFF portions of the calculator saw reductions in the allocation of 3% and Other State Revenues decreased by 6%. This reflects an overall decrease of State Revenues by 9%. As outlined in the 2020-21 Governor's Budget, Federal sources supplemented the State apportionment loss by providing an additional 25% to AIMS K12 budgets. A donation to American Indian Public Charter and American Indian Public High School influenced the increase for the local revenues. Below highlight the changes in summary and per school:

	AIMS K12								
REVENUES							%		
	1	ADOPTION		1ST INTERIM		DIFF			
LCFF SOURCES	\$	13,916,169	\$	13,529,382	\$	(386,787)	-3%		
FEDERAL REVENUES	\$	1,350,451	\$	2,332,398	\$	981,947	42%		
OTHER STATE REVENUES	\$	746,073	\$	700,589	\$	(45,484)	-6%		
LOCAL REVENUES	\$	375,673	\$	668,592	\$	292,919	44%		
TOTALS	\$	16,388,366	\$	17,230,961	\$	842,595	5%		



AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

					AIPCS	•		
REVENUES								
		A	DOPTION	19	T INTERIM		DIFF	+/- %
LCFF SOURCES		\$	2,306,306	\$	2,310,857	\$	4,551	0%
FEDERAL REVENUES		\$	313,065	\$	443,015	\$	129,950	29%
OTHER STATE REVENUES		\$	279,349	\$	232,479	\$	(46,870)	-20%
LOCAL REVENUES		\$	96,600	\$	212,475	\$	115,875	55%
TOTALS		\$	2,995,320	\$	3,198,826	\$	203,506	6%

Due to 1% increase in ADA %
CARES Act Funding
Loss of Lottery Revenue
Adj in Msr G1/Roberto Donation

			-	AIPCS II	-		
REVENUES							
	1	ADOPTION	1	ST INTERIM	INTERIM DIFF		%
LCFF SOURCES	\$	6,677,112	\$	6,633,894	\$	(43,218)	-1%
FEDERAL REVENUES	\$	620,833	\$	1,334,171	\$	713,338	53%
OTHER STATE REVENUES	\$	299,882	\$	329,202	\$	29,320	9%
LOCAL REVENUES	\$	182,038	\$	179,822	\$	(2,216)	-1%
TOTALS	\$	7,779,865	\$	8,477,089	\$	697,224	8%

				AIPHS				
REVENUES	Е		L	AIIII				
		ADOPTION	1	ST INTERIM		DIFF	%	
LCFF SOURCES	\$	4,932,751	\$	4,584,631	\$	(348,120)	-8%	
FEDERAL REVENUES	\$	416,553	\$	555,212	\$	138,659	25%	
OTHER STATE REVENUES	\$	166,842	\$	138,908	\$	(27,934)	-20%	
LOCAL REVENUES	\$	97,035	\$	276,295	\$	179,260	65%	
TOTALS	\$	5,613,181	\$	5,555,046	\$	(58,135)	-1%	

Decline in projected enrollment/Change in LCFF Formula								
CARES Act Funding								
Due to decline in projected enrollment								
Roberto Family Trust and adjustments for prior year revenue								

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM

AIPCS I & II

AIPHS



Downtown Oakland Campus

Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

NEW FUNDING:

For 2020-2021 AIMS K12 has received \$1,383.066.45 in CARES funding to support Covid 19 response education. Listed below are the NEW funding reflected in AIMS K12 2020-2021 1st Interim Report.

	AIPCS	AIPCS II			AIPHS					
Funding Resource	Total Grant		Total Grant		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.

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.

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM

AIPCS I & II

AIPH



Downtown Oakland Campus

AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

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.

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.

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.

Expenses

American Indian Models Schools 2020-21 1st Interim budget reflects a 46% investment in Personnel expenses and 54% allocated to the operations of the organization. In previous years this split was reversed, 53% personnel and 47% operations expenses. The reversal 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 \$15,646,632.





AIPHS
Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Expense Allocation for each school is reflected below. Any changes to budget allocation are outlined as well.

				AIPCS		
EXPENSE CLASSIFICATIONS			ADOPTION	1st INTERIM	DIFF	
1000	Certificated Salaries	9	809,304	\$ 773,246	\$ (36,058)	Realignment of program
2000	Classified Salaries	9	\$ 141,003	\$ 104,962	\$ (36,041)	Realignment of program
3000	Benefits	\$	\$ 213,731	\$ 260,379	\$ 46,648	Increase in Health and Welfare benefits
4000	Books and Supplies	\$	\$ 142,084	\$ 370,984	\$ 228,900	Covid Expenses
5000	Services and Other Operating Expenses	\$	575,970	\$ 808,593	\$ 232,623	Covid Expenses/Realignment from interest
6000	Capital Outlay	\$	28,848	\$ 28,848	\$	
7000	Other Outgoing	\$	571,360	\$ 425,360	\$ (146,000)	Interest Adjustment/realigned into Services
Total E	xpenses	\$	2,482,300	\$ 2,772,373	\$ 290,073	

]	EXPENSE CLASSIFICATIONS	ADOPTION	1st INTERIM	DIFF	
1000	Certificated Salaries	\$ 2,294,290	\$ 2,276,153	\$ (18,137)	Realignment of program
2000	Classified Salaries	\$ 492,559	\$ 384,445	\$ (108,114)	Realignment of program
3000	Benefits	\$ 696,136	\$ 691,809	\$ (4,327)	Realignment of program
4000	Books and Supplies	\$ 326,444	\$ 798,222	\$ 471,778	Covid Expenses
5000	Services and Other Operating Expenses	\$ 2,175,567	\$ 2,162,114	\$ (13,453)	Realignment of program
6000	Capital Outlay	\$ 28,641	\$ 58,641	\$ 30,000	Increase in depreciation
7000	Other Outgoing	\$ 1,315,738	\$ 1,310,100	\$ 5,638	Adj in principal
Total E	xpenses	\$ 7,329,375	\$ 7,681,484		

			Α	IPHS		
	EXPENSE CLASSIFICATIONS	ADOPTION		1st INTERIM	DIFF	
1000	Certificated Salaries	\$ 1,691,454	\$	1,691,454	\$ -	
2000	Classified Salaries	\$ 456,811	\$	444,810	\$ (12,001)	Realginment of Program to Funds Avail.
3000	Benefits	\$ 505,843	\$	504,600	\$ (1,243)	Realginment of Program to Funds Avail.
4000	Books and Supplies	\$ 345,326	\$	337,829	\$ (7,497)	Realginment of Program to Funds Avail.
5000	Services and Other Operating Expenses	\$ 1,617,245	\$	1,610,083	\$ (7,162)	Realginment of Program to Funds Avail.
6000	Capital Outlay	\$ 6,924	\$	6,924	\$	
7000	Other Outgoing	\$ 618,643	\$	597,075	\$ (21,568)	Realginment of Program to Funds Avail.
Total	Expenses	\$ 5,242,246	\$	5,192,775	\$ (49,471)	

Realignment of program can include:

Update Positions (Actual salaries, FTE % etc.)

Cover under projected expenses (such as substitutes and other increases to budget)

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM



Downtown Oakland Campus

Lakeview Campus

AIPHS

171 12th Street Oakland, CA 94607

AIPCS I & II

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

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 a number of factors, including an employee's age and 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 are fully funded at AIPCS II and the middle school component reflects the following Full Time Equivalent (FTE) split:

AIPCS 51% <u>AIPCS II 49%</u> 100%

Books and Supplies

Records expenditures for books and supplies, including any associated sales tax or use tax and freight and handling charges.

The category of Book and Supplies captures more than classroom textbooks and materials, 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.



AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

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 it has been adjusted to reflect the confirmed cost of \$1,500 per ADA.

Summary

As of 2020-2021 1st Interim, American Indian Model Schools has projected \$17,230,961 in revenue. The composition of those funds are as follows:

REVENUES	AIMS K12
	1ST INTERIM
LCFF SOURCES	\$ 13,529,382
FEDERAL REVENUES	\$ 2,332,398
OTHER STATE REVENUES	\$ 700,589
LOCAL REVENUES	\$ 668,592
TOTALS	\$ 17,230,961

AIMS K12 has projected to expense \$15,646,632, during the 2020-2021.

		A	IMS K-12		
	EXPENSE CLASSIFICATIONS	1st INTERIM \$ 4,740,85 \$ 934,21 \$ 1,456,78 \$ 1,507,03 \$ 4,580,79			
1000	Certificated Salaries	\$	4,740,853		
2000	Classified Salaries	\$	934,217		
3000	Benefits	\$	1,456,788		
4000	Books and Supplies	\$	1,507,035		
5000	Services and Other Operating Expenses	\$	4,580,790		
6000	Capital Outlay	\$	94,413		
7000	Other Outgoing	\$	2,332,535		
Total E	Expenses	\$	15,646,632		

Projected revenues \$17,230,961

Projected Expenses <u>\$15,646,632</u>

Surplus of Revenue Vs Expense: \$1,584,329



AIPHS
Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Cash Flow Statement

As of October 31, 2020, American Indian Model Schools has \$6,562,129 in cash

Charter Vision*

Cash Flow Statement*

American Indian Model Schools Location: All

	Cash Source / (Use)	July	August	September	October
Operating Activities	Revenue	\$238,516	\$565,451	\$2,347,385	\$1,588,683
	Expenses	(\$1,133,965)	(\$1,317,657)	(\$1,399,890)	(\$1,413,865)
	Total Net (Loss)/Income	(\$895,449)	(\$752,206)	\$947,495	\$174,818
	Receivables	\$3,631,700	\$4,379	\$0	\$78,845
	Intracompany Receivables	\$0	\$0	\$0	\$0
	Prepaid Expenses	(\$2,937)	\$0	\$18,710	\$0
	Current Other Expenses	\$0	\$0	\$0	\$0
	Other Assets	\$0	\$0	\$0	\$0
	Accounts Payables	(\$77,464)	(\$50,041)	(\$76,771)	(\$82,614)
	Accrued Salaries and Taxes	(\$132,771)	\$213,983	\$5,221	(\$5,091)
	Short Term Loans	\$0	\$0	\$0	\$0
	Deferred Revenue	\$0	\$0	\$0	\$0
	Other Current Liabilities	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Operating Activites	\$2,523,080	(\$583,885)	\$894,655	\$165,957
Investing Activities	Capital Expenditures	\$15,888	\$15,888	\$15,888	\$15,888
nvesting Activities	Other Investing Activities	\$0	\$0	\$0	\$0
	Equity Transfers	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Investing Activities	\$15,888	\$15,888	\$15,888	\$15,888
Financing Activities	Cash Flow Financing - Secured Debt	\$0	\$0	\$0	\$0
	Loan Payables	(\$16,086)	(\$16,086)	(\$16,086)	(\$16,086)
	Deferred Lease Expense	(\$1,618)	(\$1,618)	(\$1,618)	(\$1,618)
	Net Cash provided/ (used) by Financing Activities	(\$17,704)	(\$17,704)	(\$17,704)	(\$17,704)
	Cash at Beginning of Period	\$3,569,587	\$6,090,851	\$5,505,149	\$6,397,988
Net Increase/(Decre	ase) in Cash	\$2,521,264	(\$585,701)	\$892,838	\$164,141
Cash at end of Period		\$6,090,851	\$5,505,149	\$6,397,988	\$6,562,129



AIPHS
Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Multi Year Reports

		AME	RICAN INDIA	AN PUBLIC C	HA	RTER				
SACS Ob	ject Code	Code Description	2020-21	2021-22	2	2022-23	2	2023-24	2	2024-25
Revenu	ie									
		State	2,543,336	2,559,352		2,366,399		2,311,033		2,310,762
		Federal	443,015	161,976		161,976		161,976		161,976
		Local	212,475	87,475		87,594		88,069		88,069
	Total Re	venue	\$ 3,198,826	\$ 2,808,803	\$	2,615,969	\$	2,561,078	\$	2,560,807
Expens	es									
	1000	Certificated Salaries	773,246	756,026		700,032		689,686		689,686
	2000	Classified Salaries	104,962	92,203		51,455		50,695		50,696
	3000	Benefits	260,379	190,664		149,398		159,814		159,814
	4000	Books and Supplies	370,984	314,478		323,028		341,482		349,439
	5000	Services and Other Opera	808,593	754,271		725,011		763,740		765,683
	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 Ex	penses	\$ 2,772,373	\$ 2,561,850	\$	2,405,460	\$	2,482,478	\$	2,492,378
Surplus /	(Deficit)		\$ 426,453	\$ 246,953	\$	210,509	\$	78,600	\$	68,429
		fLCFF revenue	18%	11%		9%		3%		3%
Beginning Fund Balance		alance	\$ 1,072,631	\$ 1,499,084	\$	1,746,038	\$	1,956,547		2,035,147
Charter S	School Re	volving Loan Repaymer	nt (Principal)							
Ending F	und Balaı	ıce	\$ 1,499,084	\$ 1,746,038	\$	1,956,547	\$	2,035,147	\$	2,103,576
	As a % o	f Expenditures	54%	68%		81%		82%		93%

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.



AIPHS Lakeview Campus

.

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

		AMERICAN I	וטא	AN PUBLIC	LH/	AK (EK II				
SACS	Object Code	Code Description	,	2020-21		2021-22	2	2022-23	2023-24	2024-25
Reven	ue									
		State		6,963,096		7,078,981		6,923,653	6,944,518	6,942,530
		Federal		1,334,171		609,184		614,312	620,597	620,597
		Local		179,822		182,209		184,235	186,717	186,717
	Total Reven	ue	\$	8,477,089	\$	7,870,375	\$	7,722,200	\$7,751,832	\$7,749,844
Expen	ses									
	1000	Certificated Salaries		2,276,153		2,281,556		2,315,780	2,328,913	2,350,516
	2000	Classified Salaries		384,445		358,359		365,508	370,991	370,991
	3000	Benefits		691,809		684,639		675,665	676,826	679,879
	4000	Books and Supplies		798,222		340,789		348,719	358,437	366,788
	5000	Services and Other Operating Expenses		2,162,114		1,990,921		1,810,908	1,835,361	1,856,179
	6000	Capital Outlay		58,641		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 Expens	ses	\$	7,681,484	\$	7,061,943	\$	6,953,603	\$7,045,963	\$7,132,800
Surplus	/ (Deficit)		\$	795,606	\$	808,432	\$	768,598	\$ 705,869	\$ 617,044
	As a % of LC	FF revenue		12%		12%		11%	10%	9%
Beginni	ng Fund Balan	ce		2,141,193		2,936,799		3,745,230	\$4,513,828	\$5,219,697
	g : :: ::			, ,,,,		y y z		,,	. , ,	, , ,
Charter	School Revolv	ving Loan Repayment (Principal)								
Ending 1	Fund Balance		\$	2,936,799	\$	3,745,230	\$	4,513,828	\$5,219,697	\$5,836,740
	As a % of Exp	penditures	-	38%		53%		65%	74%	82%

The ASES funding expire after the 21-22 fiscal year. These revenues are not reflected in the remaining out years. Reapplication is anticipated.



AIPHS Lakeview Campus

171 12th Street Oakland, CA 94607 746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

		AMERICAN	INDIAN PU	BLIC HIGH S	SCHOOL		
		Code Descript	2020-21	2021-22	2022-23	2023-24	2024-25
Reve	enue						
		State	4,684,003	4,922,941	4,886,711	4,845,264	4,845,264
		Federal	594,749	274,737	279,688	285,972	285,972
		Local	276,295	119,265	120,267	121,537	121,537
	Total Revenue		\$5,555,046	\$5,316,944	\$5,286,666	\$5,252,773	\$5,252,773
Evne	enses						
Ехрс	1000	Certificated Salarie	1,691,454	1,510,291	1,548,048	1,585,146	1,522,632
	2000	Classified Salaries	444,810	388,691	398,408	373,046	373,046
	3000	Benefits	504,600	483,572	511,042	476,750	487,524
	4000	Books and Supplie		368,592	375,485	339,234	349,072
	5000	Services and Other	1,610,083	1,697,375	1,624,205	1,660,490	1,706,843
	6000	Capital Outlay	6,924	6,924	6,924	6,924	6,924
	7000	Other Outgoing	597,075	641,250	653,241	668,462	687,847
	Total Expenses		\$5,192,775	\$5,096,696	\$5,117,354	\$5,110,052	\$5,133,888
Surpli	us / (Deficit)		\$ 362,271	\$ 220,248	\$ 169,312	\$ 142,720	\$ 118,884
	As a % of LCFF	revenue	8%	5%		3%	3%
Begin	ning Fund Balance		2,210,195	2,572,466	2,792,714	\$2,962,026	\$3,104,746
Chart	er School Revolving	g Loan Repayment	(Principal)				
Endin	g Fund Balance		\$2,572,466	\$2,792,714	\$2,962,026	\$3,104,746	\$3,223,631
	As a % of Expend	ditures	50%	55%	58%	61%	63%



Independent Auditor's Report on Compliance and Supplementary Schedules
June 30, 2020

American Indian Model Schools Oakland Unified School District Measure G1 Parcel Tax





Independent Auditor's Report

Governing Board

American Indian Model Schools
(A California Nonprofit Public Benefit Corporation)
Oakland, California

Compliance

We have audited American Indian Model Schools (the Schools) compliance with the requirements described in the November 8, 2016 Measure G1 for the year ended June 30, 2020.

Management's Responsibility

Compliance with the requirements referred to above is the responsibility of American Indian Model Schools management.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schools' compliance based on our audit.

We conducted our audit of compliance 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 noncompliance with the compliance requirements referred to above that could have a material effect on the Schools November 8, 2016 Measure G1 occurred. An audit includes examining, on a test basis, evidence about the Schools' 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. Our audit does not provide a legal determination of the Schools' compliance with those requirements.

Opinion

In our opinion, the Schools complied, in all material respects, with the compliance requirements referred to above that are applicable to the November 8, 2016 Measure G1 for the year ended June 30, 2020.

Internal Control Over Compliance

Management of American Indian Model Schools is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the Schools' internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Schools' internal control over compliance.

A deficiency in internal control over compliance 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, noncompliance on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance 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 deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California

Esde Saelly LLP

October 30, 2020



Appendix I Summary of Audit Procedures

eidebailly.com

Objectives of our audit

- Ensure proceeds and expenditures of the parcel tax are fully accounted in the books and records of the Schools.
- Ensure expenditures are in support of allowable uses as per the ballot language, separately with respect to middle school grants, salary for school site educators, and administrative overhead.
- Ensure that middle school grant expenditures agree with the education improvement plans that were approved by the Citizens' Oversight Committee.
- Ensure that expenditures of Measure G1 are only for supplemental activities.

Scope

Schools' expenditures funded by Measure G1 during the fiscal year ending June 30, 2020.

Methodology

The following describes the audit procedures and our related findings.

- 1. Obtain parcel tax expenditure detail reports prepared by the Schools and agree amounts to the general ledger.
 - Finding No exceptions were identified from applying this procedure. The Measure G1 accounting records are complete and include all activity during the fiscal year. The summary financial schedules provided in Appendix II reconcile with the Schools' accounting records.
- 2. Review the nature of the expenditures incurred by the school sites, and review source documents as appropriate, to ensure they were within the specific purposes of the ballot language.
 - Finding No exceptions were identified from applying this procedure. We analytically reviewed the entire population of expenditure accounting records to search for transactions outside the scope of allowable expenditures. Individual transactions were selected for additional audit analysis, which includes reviewing source documents such as invoices, contracts, purchase orders, or payroll records. Subjected to the additional audit analysis were 20 individual transactions aggregating \$70,667 or 100% of the total Schools' site level transactions.
- 3. Ascertain if salary increases were used to supply raises to "school site educators," as the term is used in the ballot text.
 - Finding No exceptions were identified from applying this procedure. The administrative regulations define a "school site educator" as an employee who spends at least 75% of their time at school sites, or who is a union-represented employee. The salary increases funded by Measure G1 were provided to these groups for the year ending June 30, 2020 through increases to the Charter School's salary schedule.

- 4. Ensure the same percentage increase in salary was applied to all school site educators.
 - Finding No exceptions were identified in applying this procedure. We recalculated the salary increases and noted that the same percentage was applied to all school site educators.
- 5. Verify if the parcel tax is funding supplemental activities by performing the following procedures. Ascertain if funds were used to provide services which were required to be made available by virtue of being a school. Also, perform procedures to ascertain whether the parcel tax funded services that were previously provided with another funding source.
 - Finding No exceptions were identified from applying this procedure.
- 6. Recalculate the 65/35 percent allocation between raises for school site educators and middle school grants.
 - Finding Not applicable as the Charter School did not have any administrative overhead costs.
- 7. Test a sample of expenditures to ensure they were spent following the approved education improvement plans.
 - Finding No exceptions were identified from applying this procedure. We reviewed 20 transactions and verified that they are consistent with the approved plan.
- 8. Examine supporting documentation to validate the amount of Measure G1 Parcel Tax revenues received.
 - Finding No exceptions were identified from applying this procedure.



Appendix II Summary Financial Schedules

eidebailly.com

Table 1, Allocations and Ending Balances as of and for the year ended June 30, 2020

Site	ryover at 2 30, 2019	 2019-20 20 20 20 20 20 20 20 20 20 20 20 20 2	 2019-20 al expense	Carryover at June 30, 2020		
Charter Schools American Indian Public Charter School American Indian Public Charter II Total	\$ 24,952 33,318 58,270	\$ 49,410 95,163 144,573	\$ 27,351 43,316 70,667	\$	47,011 85,165 132,176	

Notes to Table 1

With respect to charter schools, the "actual" column is reimbursement requests made by the Schools for fiscal year 2019-20.



Measure G1 Carryover Justification Form

Due Date: November 2, 2020

School:	American Indian PCS I	Contact/Principal	Peter Holmquist
School Address:	171 12th Street Oakland, CA 94607	Principal Email	peter.holmquist@aimsk12.org
		School Phone:	510-893-8701

Please fill out the information below for school-wide carryover.

2019-20 Measure G1 Allocation	\$49,410.00
2018-19 Carryover Allocation	\$16,114.00
2019-20 Measure G1 Dollars Spent	\$27,350.51
Total 2018-19 & 2019-20 Carryover Amount	\$38,173.49

Carryover Justification and Narrative

In the following section, please explain how you plan to use the Measure G1 carryover funds to develop strategic changes that meet the goals of the measure and that will lead to improved student outcomes.

All budget items should total up to the total carry-over grant amount.

Summary of Proposed Use of Carryover for 2019-20

2019-20 Proposed Carryover Expenditures from Budget Justification and Narrative Section		Budget Amount
1	Funding for 0.5 FTE Art teacher	\$30,000.00
2	Student Incentives & Promotion	\$3,373.49
3	Quarterly PBIS trainings	\$700.00
4	Art related trips and guest presentations	\$800.00
5	Music related trips and guest presentations	\$500.00
6	Art Supplies	\$1,500.00
7	School Climate Events, Displays and PD	\$800.00

8	PBIS printer and supplies	\$500.00)
	Budget Total (must add up to Anticipated Grant Amount)	\$38,173.49	

Narrative: Please provide the reasoning as to why the full Measure G1 allocation was not spent.

Based on the changes required by the COVID-19 pandemic, we were not able to fully implement the planned programs in all areas of this grant. We were initially focused on serving students' digital access before we were concerned for student online security, so we did not purchase the GoGuardian software until the new academic year. We were not able to have our second visual and performing arts performance in the Spring, so we did not rent facilities and pay for other rental costs (lighting, sound, janitorial, security, etc.). In fact the music and art programs were hampered in their program delivery – as we all began developing ways to deliver instruction online. Some art supplies were not used because they were not available for students to pick up any day and return in a sanitary way. Musical instruments were used, but instruction was forced to change. Music and art field trips are only available virtually up to this time. We hope to have some options for that in the spring (2021). Because students were not present and we were asked to stay separate, we were also not able to distribute the school "swag" to students readily. Some items were distributed, but none in the first several months of the isolation. Also, the WACOM drawing tablets will not be purchased in the hybrid learning situation, since it will be difficult to sanitize them between pupil usages.

Please submit your 2019-20 Measure G1 Carryover Justification Form to Cliff Hong (<u>clifford.hong@ousd.org</u>) and Karen Lozano (<u>karen.lozano@ousd.org</u>).



Measure G1 Carryover Justification Form

Due Date: November 2, 2020

School:	American Indian PCS II	Contact/Principal	Peter Holmquist
School	171 12th Street Oakland, CA 94607	Principal Email	peter.holmquist@aimsk12.org
Address:		School Phone:	510-893-8701

Please fill out the information below for school-wide carryover.

2019-20 Measure G1 Allocation	\$95,163.00
2018-19 Carryover Allocation	\$13,947.00
2019-20 Measure G1 Dollars Spent	\$43,315.72
Total 2018-19 & 2019-20 Carryover Amount	\$65, 794.28

Carryover Justification and Narrative

In the following section, please explain how you plan to use the Measure G1 carryover funds to develop strategic changes that meet the goals of the measure and that will lead to improved student outcomes.

All budget items should total up to the total carry-over grant amount.

Summary of Proposed Use of Carryover for 2019-20

2019-20 Proposed Carryover Expenditures from Budget Justification and Narrative Section		Budget Amount
1	Funding for 0.5 FTE Art teacher	\$30,000.00
2	Student Incentives & Promotion	\$7,000.00
3	Quarterly PBIS trainings	\$2,500.00
4	Art related trips and guest presentations	\$1,200.00
5	Music related trips and guest presentations	\$1,200.00
6	Art Supplies	\$4,000.00
7	Rosetta Stone	\$11,000.00

8	PBIS rewards and training	\$2,594.28
9	VPA Department Performances	\$600.00
10	School Climate Events, Displays and PD	\$2,000.00
11	Student Retention/Outreach (5th grade)	\$2,000.00
12	PBIS printer and supplies	\$1,700.00
	Budget Total (must add up to Anticipated Grant Amount)	\$65,794.28

Narrative: Please provide the reasoning as to why the full Measure G1 allocation was not spent.

Based on the changes required by the COVID-19 pandemic, we were not able to fully implement the planned programs in all areas of this grant. We were initially focused on serving students' digital access before we were concerned for student online security, so we did not purchase the GoGuardian software until the new academic year. We were not able to have our second visual and performing arts performance in the Spring, so we did not rent facilities and pay for other rental costs (lighting, sound, janitorial, security, etc.). In fact the music and art programs were hampered in their program delivery – as we all began developing ways to deliver instruction online. Some art supplies were not used because they were not available for students to pick up any day and return in a sanitary way. Musical instruments were used, but instruction was forced to change. Music and art field trips are only available virtually up to this time. We hope to have some options for that in the spring (2021). Because students were not present and we were asked to stay separate, we were also not able to distribute the school "swag" to students readily. Some items were distributed, but none in the first several months of the quarantine/isolation. The WACOM drawing tablets were removed, because of the difficulty in sanitizing them in between student uses.

Please submit your 2019-20 Measure G1 Carryover Justification Form to Cliff Hong (clifford.hong@ousd.org) and Karen Lozano (karen.lozano@ousd.org).



AIPCS I & II

AIPHS Downtown Oakland Campus Lakeview Campus

> 171 12th Street Oakland, CA 94607

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Dear Board of Directors,

American Indian Public Charter School II was selected to be for Federal Monitoring Program (FPM).

"School districts, direct-funded charter schools, and county offices that receive funding for certain programs may be chosen for a review by the state. The purpose of the review is to ensure that they are spending the funding as required by law. At the end of each review, the state will complete a report that details any findings of non-compliance and informs the school, district, or county office how to correct the findings (CDE, 2020)."

American Indian Public Charter II was monitored under the three following categories:

- Compensatory Education
- English Learners
- **Expanded Learning Program**

American Indian Public Charter was monitored under the three following category:

Expanded Learning Program

During the Federal Program review we received a notification of findings. We have been given 45 days to rectify the findings. If we are unable to rectify some findings within the allotted time we are able to contact our reviewer and ask for an extension.

Attached to this letter are the documents that support the corrective actions that have been taken. A few items have already been submitted and a note has been provided to indicate the submission of the items.

Source - California Department of Education. "Compliance Monitoring." Retrieved November 25, 2020. https://www.cde.ca.gov/ta/cr/.



DUPLICATE ORIGINAL
Original with:
LAW OFFICES OF ROBB & ROSS (MILL VALLEY)

THE ROBERTO FAMILY TRUST

INT. RRR

Table of Contents

Parag	rapn		Pa	ge
1.	Family, Personal And Other Declarations			1
2.	The Trust Estate			2
3.	Joint	Lifetimes		3
	3.1 3.2 3.3	From Community Property		3
4.	Incap	acity		4
	4.1 4.2 4.3 4.4	Payments During Incapacity Conservatorship Liberal Invasion Power Power to Make Gifts		5 5
		4.4.1 Continuation of Gifting Program 4.4.2 Gifts Limited to The Annual Exclusion Amount 4.4.3 Gifts in Excess of The Annual Exclusion Amount 4.4.4 Gifts For Tuition 4.4.5 Gifts For Medical Expenses 4.4.6 Gift Splitting Authorized 4.4.7 Certain Gifts 4.4.8 Methods of Making Gifts 4.4.9 Standard for Making Gifts		5666666
5.	Decea	ased Spouse - Surviving Spouse - Order Of Death		7
6.	Death Certai	Of Deceased Spouse - n Payments To Be Made		7
7.	Death	Of Deceased Spouse - Trust for Surviving Spouse		7
	7.1 7.2 7.3 7.4	Distributions of Income and Principal		8 8
8.	Discla	imer Trust - Distributions After Death of Deceased Spouse		9
	8.1 8.2 8.3	Disclaimer		9

-20g

Para	agraph			Pag	<u>le</u>
9.	Distr	ibutions (on Death of Surviving Spouse		10
	9.1	Tangib	le Personal Property		10
		9.1.1 9.1.2 9.1.3 9.1.4 9.1.5 9.1.6 9.1.7 9.1.8 9.1.9 9.1.10 9.1.11	Sewing Machine and Elna Swiss Press French and Spanish Language Books Other Language Books Music Books and Musical Instruments All Other Books 2006 BMW Jewelry Christiane Brassié Paintings Photographs, Slides, Paintings, Water Colors, and Prints Tools Shipping Expenses Rest and Residue of the Tangible Personal Property		10 10 10 10 11 11 11
	9.2 9.3	Pecunia Rest of	ary Distributions	1	12 15
10.	Custo	odianship	os	1	7
11.	Presumption				7
12.	Perpe	etuities S	avings Clause	1	7
13.	Powers To Amend, Revoke Or Terminate				7
14.	Powers Of The Trustees				
15.	Exerc	ise of Po	wers of Appointment	2	:3
16.	No Ph	nysical Di	vision Required	2	4
17.	Powe	r to Comi	bine Trusts	2	4
18.	Discre	etion to S	elect Assets - Income Tax Basis	2	4
19.	Princi	pal And I	ncome Determination	2	4
20.	Accou	inting For As To Ce	r Expense And Income ertain Beneficiaries	2	5
21.	Other	Property		2!	5
22.			visions		
23.	Educa	tion	•	2	5

H:\R\Roberto\Trust.wpd

<u>Para</u>	graph	<u>Page</u>
24.	No Discharge of Obligations	25
25.	Income Tax Liabilities As Support	26
26.	Abandon Property	26
27.	Trustees	26
28.	27.1 During Joint Lifetimes 27.2 After Death of First Spouse. 27.3 Appointment of Successor Trustee 27.4 Bond 27.5 Co-Trustee 27.6 Resignation 27.7 Removal of Corporate Trustee 27.8 Concluding Trust Administration 27.9 Collection And Distribution Of Retirement Benefits 27.10 Non Pro Rata Allocation of Retirement Benefits And Trust Assets Trust Protector For Limited Power of Amendment 28.1 Appointment of Trust Protector 28.2 Purpose of Amendment. 28.3 Restrictions on Amendments 28.4 Manner of Appointment of Trust Protector 28.5 Manner of Making Amendments 28.6 Exculpation 28.7 No Duty to Monitor. 28.8 Discretionary Distribution of Trusts.	26 27 28 28 28 29 29 29 30 30 31
29.	Incapacity Of A Trustee	31
30.	Proof of Change of Trustee	32
31.	Liability of Trustee	32
32.	Limitation On Liability Of Successor Trustee	32
33.	Compensation Of Trustee	32
34.	Accountings By Trustee	33
35.	Special Authority To Husband And/Or Wife As Co-Trustee	34
36.	Renunciation of Powers	34

H:\R\Roberto\Trust.wpd

147 of 417

Para	<u>graph</u> <u>P</u>	<u>age</u>	
37.	Checking Account	. 34	
38.	Real Property	. 35	
39.	Estate Taxes and Generation-Skipping Transfer (GST) Taxes	. 35	
40.	Distributions to Trusts	. 37	
41.	Governing Law	. 37	
42.	Probate Code Section 17000 Et Seq	. 37	
43.	Definition Of Issue, Child, Children, Etc.	. 37	
44.	Meaning Of Right Of Representation		
45.	Gender		
46.	No Contest Clause		
47.	S Corporations	39	
	47.1 Purpose	39 39	
48.	Payments "For the Benefit" of a Beneficiary	40	
49.	Distribution of an Item No Longer Owned	40	
50.	Gifts Not Advancements	40	
51.	Name Of Trust During Joint Lifetimes Of Trustors	41	
Sched	lule A	43	

THE ROBERTO FAMILY TRUST

RONALD R. ROBERTO, also known as RONALD RICHARD ROBERTO, and GENEVIEVE M. ROBERTO, also known as GENEVIEVE MARIE ROBERTO, as trustees, declare that RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, as trustors (and sometimes referred to as "Trustors," "Husband", "Wife", "Spouse", and "Spouses"), have transferred and delivered to the trustees without consideration the property described in Schedule A and additional Schedules attached hereto, which property together with any other property of the trust shall be held, administered and distributed in trust as hereinafter provided. The singular term "trustee" as used in this instrument shall include the plural form when in context appropriate.

THE TRUSTORS HEREBY DECLARE:

Family, Personal And Other Declarations

The following constitute family, personal and other relevant declarations:

- 1.1 Trustors are husband and wife;
- 1.2 Trustors are residents of the County of Marin, State of

California;

	1.3	Trustors, together and individually, have no children or other
issue, either living	or dece	eased.
1111		

1111

H:\R\Roberto\Trust.wpd

-1-

RRR

2. The Trust Estate

Trustors declare that they have set aside and hereby transfer and convey to the trustee the assets described in Schedule A or later Schedules attached to this instrument. The "trust estate" consists of the property listed in the respective Schedules and any property hereafter transferred to the trust by the trustors, the Wills of the trustors, the attorney-in-fact or conservator for a trustor, or as pension benefits or insurance proceeds, or from any other person or source. Any community property transferred to the trust shall remain community property after its transfer. Any separate property transferred to the trust shall remain separate property after its transfer.

Trustors believe that all property appearing on Schedule A of this trust is trustors' community property unless specifically identified thereon as the separate property of either spouse. It is not the intention of trustors to transmute or change by this document the character of any community property or separate property assets transferred to this trust. This document is not prepared in contemplation of the dissolution of trustors' marriage and shall not be construed as a transmutation agreement.

If either trustor transfers separate property to this trust, said trustor may serve as sole trustee for, and may have sole and exclusive authority to deal with, such separate property and all third parties may rely on said trustor's sole and exclusive authority to deal with such separate property. Notwithstanding the foregoing, the trustor who has transferred separate property to this trust may delegate to any other trustee the power to deal with such separate property by a written instrument signed by said trustor.

It is the trustors' intention that the trustee shall have no more extensive power over any community property or separate property transferred to the trust estate than either of the trustors would have had under California Family Code Section 1100 *et seq.*, or successor provisions thereto, had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either trustor.

Notwithstanding the foregoing, if the trustee(s) are persons other than Husband and Wife, said trustee shall have the power to convey, encumber, or otherwise dispose of community real and personal property held hereunder without the consent of either Husband or Wife, in the event that either Husband or Wife is incapacitated.

//// ////

H:\R\Roberto\Trust.wpd

RRR

-2-

Quasi community property shall be treated as community property for all purposes of this instrument.

3. <u>Joint Lifetimes</u>

From Community Property. During the joint lifetimes of the trustors, the trustee shall pay to or apply for the benefit of both trustors, for the account of the community, such sums out of net income of the community estate, and, if that be insufficient, then out of principal, up to the whole thereof, as the trustee in the trustee's discretion shall deem necessary for the proper care, comfort, education, enjoyment, health, maintenance, support, welfare, and well-being of either or both trustors in accordance with their accustomed manner of living, including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment and nursing care expenses. The Spouse receiving payments shall have the same duty to use community income and principal received under this instrument for the benefit of the trustors as he or she has with respect to any other community property. Further, the trustors may direct the trustee in writing, from time to time, to pay to or for the benefit of each and both of the trustors from the community estate whatever single sums or periodic payments that the trustors desire (except that if such trustor is the same person as the trustee, the formality of a writing is not necessary). Such payments shall be made out of the net income and, if that be insufficient, then out of the principal of the community estate. Any net income not distributed shall be accumulated and added to the principal of the community estate from time to time. The trustee shall exercise in a liberal manner this power to invade principal, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.

3.2 <u>From Separate Property</u>. During the joint lifetimes of the trustors, the trustee shall pay to or apply for the benefit of the trustor whose separate property was transferred to the trust such sums out of net income of the separate estate, and, if that be insufficient, then out of principal of the separate estate, up to the whole thereof as the trustee in the trustee's discretion shall deem necessary for the proper care, comfort, education, enjoyment, health, maintenance, support, welfare, and well-being of that trustor and his or her Spouse in accordance with their accustomed manner of living, including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment

H:\R\Roberto\Trust.wpd

RAR.

and nursing care expenses. Further, such trustor may direct the trustee in writing, from time to time, to pay to or apply for the benefit of each and both of the trustors from that spouse's separate estate whatever single sums or periodic payments that such trustor desires (except that if the trustors are the same persons as the trustee, the formality of a writing is not necessary). Such payments shall be made first out of the net income and, if that be insufficient, then out of the principal of that trustor's separate estate. Any income not distributed shall be accumulated and added to the principal of that trustor's separate estate from time to time. The trustee shall exercise in a liberal manner this power to invade principal, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.

3.3 Payments to Others. During the joint lifetimes of the trustors, the trustors acting jointly may at any time direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of the community estate, up to the whole thereof, to any one or more persons or entities. Further, the trustor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of that trustor's separate estate, up to the whole thereof, to any one or more persons or entities. If the trustors are the same persons as the trustees, the formality of a writing is not necessary.

Prior to making any annual exclusion gifts on behalf of trustors, the trustee shall consider whether it would be more advantageous for the trustors to make such gifts individually. If the trustee determines that the annual exclusion gifts ought to be made by trustors individually, they shall consider distributing sufficient assets to trustors or their legally authorized representative in order to facilitate such annual exclusion giving.

4. Incapacity

4.1 Payments During Incapacity. If at any time, however, either Spouse has become unable to manage his or her own affairs, as certified in writing by one (1) licensed physician, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, the trustee shall pay to the nonincapacitated Spouse or apply for the benefit of either trustor first from the community estate, and then from the separate estates of either or both trustors (in equal shares to the extent possible), the amounts of net income and principal necessary in the trustee's discretion for the proper care, comfort, education, enjoyment, health,

PRP.

-4-

maintenance, support, welfare, and well-being of both trustors, taking into account their accustomed manner of living and the availability to them of other resources, especially community property resources; including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment and nursing care expenses, until the incapacitated trustor, either in the trustee's discretion or as certified by one (1) licensed physician, is again able to manage his or her own affairs, or until the earlier death of either trustor. Further, the nonincapacitated Spouse may also withdraw, from time to time, accumulated trust income and principal of community property and separate property contributed by that Spouse; provided, that income and principal from community property so paid or withdrawn shall be held and administered as community property by the nonincapacitated Spouse. Further, the trustor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of that trustor's separate estate, up to the whole thereof, to any one or more persons or entities. Any income in excess of the amounts paid for or applied for the benefit of the trustors shall be accumulated and added to principal of the community or the separate estate, as the case may be.

- Conservatorship. If a conservator of the person or the estate 4.2 is appointed for a trustor, the trustee shall take into account any payments made to and for such trustor's benefit by the conservator.
- Liberal Invasion Power. The trustee shall exercise this power 4.3 to invade principal and income in a liberal manner, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.
- 4.4 Power to Make Gifts. The trustee is authorized to make gifts from an incapacitated trustor's trust property, either during the joint lifetimes of the spouses or during the life of the Surviving Spouse, as follows:
- 4.4.1 Continuation of Gifting Program. The trustee is authorized to honor pledges and to continue to make gifts to charitable organizations that the incapacitated trustor regularly supported prior to his or her incapacity in the amounts previously given. The trustee may continue any gifting program initiated by the incapacitated trustor prior to his or her incapacity.
- 4.4.2 Gifts Limited to The Annual Exclusion Amount. The trustee may make gifts on behalf of the incapacitated trustor to or for the benefit of any remainder or contingent beneficiary named in this agreement for purposes the trustee



H:\R\Roberto\Trust.wpd

considers to be in the best interest of the incapacitated trustor or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes. Gifts made under this subsection shall be limited to the federal annual gift tax exclusion amount.

4.4.3 <u>Gifts in Excess of The Annual Exclusion Amount</u>. The trustee may make gifts in excess of the federal annual gift tax exclusion on behalf of the incapacitated trustor to or for the benefit of any remainder or contingent beneficiary named in this agreement for purposes the trustee considers to be in the best interest of the incapacitated trustor or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes.

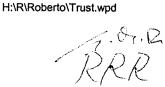
4.4.4 <u>Gifts For Tuition</u>. The trustee may prepay the cost of tuition for any remainder or contingent beneficiary named in this agreement. The trustee shall make these payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

4.4.5 <u>Gifts For Medical Expenses</u>. The trustee may pay medical expenses for any remainder or contingent beneficiary named in this agreement as permitted under Section 2503(e) of the Internal Revenue Code. The trustee shall make these payments directly to the medical provider.

4.4.6 <u>Gift Splitting Authorized</u>. The trustee is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

4.4.7 <u>Certain Gifts</u>. The trustee's power to make gifts shall not be exercised in favor of the trustee, the trustee's estate, the trustee's creditors or creditors of the trustee's estate, except in amounts not to exceed in any calendar year the greater of:

- (1) Five thousand dollars (\$5,000) or
- (2) Five percent (5%) of the gross value of the assets subject to this power. The determination of the value of the assets in question shall be made as of the end of the calendar year.
- 4.4.8 <u>Methods of Making Gifts</u>. The trustee may make gifts of trust property under this subsection outright, in trust or in any other manner that the trustee, in its sole and absolute discretion, deems appropriate. The trustee may perform



-6-

any other act the trustee considers necessary or desirable to complete a gift on behalf of the incapacitated trustor in accordance with the provisions of this subsection.

4.4.9 <u>Standard for Making Gifts</u>. It is trustors' desire that in making gifts on behalf of an incapacitated trustor, the trustee consider the history of gift making by the incapacitated trustor and trustors' estate plan. To the extent reasonably possible, trustors direct the trustee to avoid disrupting the dispositive provisions of the estate plan as established by trustors prior to the trustor's incapacity.

5. <u>Deceased Spouse - Surviving Spouse - Order Of Death</u>

The first trustor to die shall be called the "Deceased Spouse" and the living trustor shall be called the "Surviving Spouse".

6. Death Of Deceased Spouse - Certain Payments To Be Made

On the death of the Deceased Spouse, the trustee, in the trustee's discretion, shall pay out of the trust estate the Deceased Spouse's debts outstanding at the time of his or her death and not barred by the Statute of Limitations, the Statute of Frauds, or any other provision of law or this trust, the federal and state estate taxes, including interest and penalties, attributable to the trust estate and arising out of the Deceased Spouse's death, the last-illness and funeral expenses of the Deceased Spouse, attorneys' fees, and other costs incurred in administering the Deceased Spouse's probate estate (if any). Any payments for estate taxes shall be charged in accordance with any other provisions of this trust pertaining thereto. Payment of any of the Deceased Spouse's debts shall be made proportionately from the property of the trust estate as such property shall be liable for the debts. Payments of such administrative costs and expenses shall be made out of and allocated between income and principal in a reasonable manner as determined by the trustee in the trustee's discretion consistent with applicable California law and optimal tax results.

7. Death Of Deceased Spouse - <u>Trust for Surviving Spouse</u>

Except as otherwise provided in Paragraph 8 of this document relating to the Surviving Spouse's disclaimer rights, on the death of the Deceased Spouse all of the trust estate, including all of the Deceased Spouse's and Surviving Spouse's community and separate property interests in the trust and any additions made to the trust by

PRR

H:\R\Roberto\Trust.wpd

-7-

reason of the Deceased Spouse's death, such as from the Deceased Spouse's Will or life insurance policies on the Deceased Spouse's life, shall be held, administered and distributed as a single trust for the benefit of the Surviving Spouse in accordance with the following provisions:

7.1 <u>Distributions of Income and Principal</u>. The trustee shall pay to the Surviving Spouse, or apply for his or her benefit, all of the net income of the trust in quarter-annual or more frequent installments.

In addition, the trustee shall pay to the Surviving Spouse or apply for his or her benefit as much of the principal of the trust estate as he or she shall request. In the absence of such request, during the lifetime of the Surviving Spouse, the trustee may pay to or apply for the benefit of the Surviving Spouse as much of the principal of the trust estate, up to the whole thereof, as the trustee, in the trustee's discretion, deems necessary or advisable for the Surviving Spouse's proper care, education, health, support and maintenance. In exercising such discretion, the trustee need not take into account any other income and resources of the Surviving Spouse that may be available for these purposes. It is trustors' intent that the needs of the Surviving Spouse shall be considered of primary importance and that the rights of remainder beneficiaries in the trust shall be of secondary importance.

- 7.2 Qualification for Marital Deduction. It is trustors' intent that on the death of the Deceased Spouse his or her interest in the trust estate that passes to the Surviving Spouse under the foregoing provisions shall qualify for the marital deduction for estate tax purposes. During the Surviving Spouse's lifetime, the Surviving Spouse shall have the power to require the trustee to make all or part of the principal of the trust productive and to convert promptly any unproductive part into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to the trustee. In no event shall the trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the trust shall be interpreted to conform to this primary objective. Any such powers and discretions which may disqualify the trust as a marital deduction trust should not be effective as to such trust.
- 7.3 <u>Testamentary General Power of Appointment</u>. On the death of the Surviving Spouse, the remaining trust assets, including accrued or undistributed income, shall be distributed to such one or more persons and entities, including, but not limited to, the Surviving Spouse's estate, the Surviving Spouse's creditors, or the

- RRR

H:\R\Roberto\Trust.wpd

-8-

creditors of the Surviving Spouse's estate, and upon such terms and conditions, either outright or in trust, as the Surviving Spouse shall appoint in the manner prescribed in Paragraph 15 of this document. This Paragraph shall not apply to any Disclaimer Trust established under the provisions of this document.

Trustors understand and confirm that the Surviving Spouse, after the death of the Deceased Spouse, will have the power to change the disposition of the assets of the Trust for Surviving Spouse on the death of the Surviving Spouse.

- <u>Termination</u>. On the death of the Surviving Spouse, to whatever extent the then remaining principal and undistributed income of the Trust for the Surviving Spouse is not consumed or effectively appointed by the Surviving Spouse pursuant to his or her general power to appoint provided above, the trustee shall distribute the balance of the trust estate as directed in Paragraph 9 herein titled "Distributions on Death of Surviving Spouse."
 - 8. Disclaimer Trust -<u>Distributions After Death of Deceased Spouse</u>
- <u>Disclaimer</u>. If the Surviving Spouse disclaims any portion or all of the Deceased Spouse's interest in the trust, including the Deceased Spouse's share of the community property and separate property, if any (all called "property" for these purposes), the disclaimed property shall be held, administered and distributed as a separate trust, to be called the "Disclaimer Trust," as hereafter provided:
- 8.2 <u>Distributions</u>. On the death of the Deceased Spouse, the trustee shall pay to or apply for the benefit of the Surviving Spouse as much of the net income and principal of the trust estate as the trustee deems necessary for the Surviving Spouse's health, support, and maintenance in accordance with his or her accustomed manner of living, taking into consideration, to the extent the trustee deems appropriate, any other income and resources of the Surviving Spouse known to the trustee and reasonably available for these purposes. Any income not distributed shall be accumulated and added to principal. It is trustors' intent that the needs of the Surviving Spouse shall be considered of primary importance and that the rights of the remainder beneficiaries in the trust shall be of secondary importance.
- 8.3 Termination. On the death of the Surviving Spouse, the balance of the trust estate shall be distributed as directed in Paragraph 9 titled "Distributions on Death of Surviving Spouse."

1111 1111 1111

H:\R\Roberto\Trust.wpd フルフ) Powered by BoardOnTrack

9. <u>Distributions on Death of Surviving Spouse</u>

On the death the Surviving Spouse, the trustee shall distribute the undistributed balance of the trust estate as follows:

- 9.1 <u>Tangible Personal Property</u>. Trustors direct that the tangible personal property of the estate, including, without limitation, such items as furniture, furnishings, silverware, objects of art, china, clothing, jewelry, personal automobiles, sporting equipment, books, collections of tangible personal property and other tangible personal property normally kept at trustors' residence or in storage off-site, be distributed as follows. The term "tangible personal property" excludes cash that does not have historical, artistic, or collectible value, and other items of intangible personal property, even if represented by tangible documentation of ownership, and excludes mobile homes and property used in a trade or business.
- 9.1.1 Sewing Machine and Elna Swiss Press. Trustors' Viking electric sewing machine and its four drawers table, and the Elna Swiss Press and its custom made oak stand, drawer and shelf shall be distributed to REBECA DELEON, 85 North Ave., Apt. 2A, San Rafael, CA, 94903. If REBECA DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.1.2 French and Spanish Language Books. Trustors' French and Spanish language books, including but not limited to, dictionaries, textbooks, magazines and literature books, shall be distributed to SAN DOMENICO SCHOOL, 1500 Butterfield Road, San Anselmo, CA, 94960.
- 9.1.3 Other Language Books. Trustors' language books, other than the French and Spanish language books, including but not limited to, dictionaries, textbooks, magazines and literature books, shall be donated to a charity or multiple charities of the trustee's choosing through DonationTown.org.
- 9.1.4 <u>Music Books and Musical Instruments</u>. Trustor's music-related books and musical instruments, including but not limited to, trustors' German Bluthner piano, piano stool, piano lamp, metronome, and Spanish Guitar, shall be distributed to MUSIC TEACHERS' ASSOCIATION OF CALIFORNIA, MARIN COUNTY BRANCH, 833 Market Street, Suite 900, San Francisco, CA, 94103.
- 9.1.5 <u>All Other Books</u>. All of trustors' books not disposed of in the preceding paragraphs shall be distributed to the BELVEDERE-TIBURON LIBRARY, 1501 Tiburon Blvd, Tiburon, CA, 94920.
- 9.1.6 <u>2006 BMW</u>. Trustors' 2006 BMW shall be distributed to Husband's nephew, STEVEN SAUER, 1079 10th Street, Apt. B, Eureka, CA, 95501.



-10-

If STEVEN SAUER is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.7 <u>Jewelry</u>. Wife's 18 carat gold Moroccan bracelet and five diamond bracelet shall be distributed to Wife's grandniece, ANNE-SOPHIE BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, in memory of her maternal great grandmother. If ANNE-SOPHIE BRASSIÉ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.8 <u>Christiane Brassié Paintings</u>. Trustors' paintings signed by Christiane Brassié shall be distributed to Wife's grandnephew, GUILLAUME BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, and grandniece, ANNE- SOPHIE BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, in approximately equal shares of value as they shall agree, or if they cannot agree, as the trustee, in the trustee's absolute discretion, shall determine. If either GUILLAUME or ANNE-SOPHIE is not then living, his or her share shall be distributed to the other of them. If GUILLAUME and ANNE-SOPHIE are both not then living, this gift shall lapse and shall be added to the residue of the trust estate.

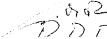
9.1.9 Photographs, Slides, Paintings, Water Colors, and Prints. Trustors' photographs, slides, paintings other than those signed by Christiane Brassié, water colors, and prints shall be distributed to Husband's sister, PATRICIA SAUER, 34798 Wintergreen Loop, North Fork, CA, 93643. If PATRICIA SAUER is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.10 <u>Tools</u>. Trustors' tools shall be distributed to HUMBERTO DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901. If HUMBERTO DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.11 <u>Shipping Expenses</u>. If any beneficiary desires to have any article of tangible personal property shipped to the beneficiary, all reasonable packing and transportation charges so incurred shall be paid by the trustee as an expense of administration.

9.1.12 Rest and Residue of the Tangible Personal Property. All the rest and residue of the tangible personal property of the trust estate shall be sold, if possible, with the proceeds added to the residue of the trust estate. Whatever cannot be sold shall be donated to a charitable organization or discarded, as the trustee deems practicable.

1111



- 9.2 <u>Pecuniary Distributions</u>. The trustee shall make the following pecuniary distributions, free of any death tax:
- 9.2.1 The sum of Seventy-Five Thousand Dollars (\$75,000) shall be distributed to Husband's nephew, STEVEN SAUER, 1079 10th Street, Apt. B. Eureka, CA, 95501, if he is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.2 The sum of Seventy-Five Thousand Dollars (\$75,000) shall be distributed to Husband's niece, SYLVIA McGUGIN, formerly known as SYLVIA SAUER, 3818 East Alamos, Apt. 15, Fresno, CA, 93726, if she is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.3 The sum of One Hundred Thousand Dollars (\$1000,000) shall be distributed to Wife's grandnephew, GUILLAUME BRASSIÉ, Le Couvent, France, if he is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.4 The sum of One Hundred Thousand Dollars (\$100,000) shall be distributed to Wife's grandniece, ANNE-SOPHIE BRASSIÉ, Le Couvant, France, if she is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.5 The sum of Five Thousand Dollars (\$5,000) shall be distributed outright and free of trust to KELLI RODAS, 633 Candlestick Court, Chambersburg, PA, 17201. If KELLI RODAS is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.6 The sum of Five Thousand Dollars (\$5,000) shall be distributed to LILY RODAS, 633 Candlestick Court, Chambersburg, PA, 17201, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. LILY's mother, OTTA RODAS, shall act as custodian. If LILY RODAS is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.7 The sum of Five Thousand Dollars (\$5,000) shall be distributed to ARLENE SAMAYOA, 633 Candlestick Court, Chambersburg, PA, 17201, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. ARLENE's mother, OTTA RODAS, shall act as custodian. If ARLENE SAMAYOA is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.
- 9.2.8 The sum of Five Thousand Dollars (\$5,000) shall be distributed to OTTA RODAS, 633 Candlestick Court, Chambersburg, PA, 17201, if she

H:\R\Roberto\Trust.wpd

-12-

is then-living, otherwise to KELLI RODAS. Trustors request that OTTA RODAS or KELLI RODAS keep and conserve this distribution to be used for the needs of NOHEMI SAMAYOA. This request is precatory, not mandatory. If NOHEMI SAMAYOA is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.9 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to BRADY MENDES, 85 North Ave., Apt. 2-A, San Rafael, CA, 94903 to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. BRADY's mother, REBECA DELEON, shall act as custodian. If BRADY MENDES is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.10 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to YIELY MENDES, 85 North Ave., Apt. 2-A, San Rafael, CA, 94903, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. YIELY's mother, REBECA DELEON, shall act as custodian. If YIELY MENDES is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.11 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to WELLINGTON DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. WELLINGTON's father, HUMBERTO DELEON, shall act as custodian. If WELLINGTON DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.12 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to RONALD DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. RONALD's father, HUMBERTO DELEON, shall act as custodian. If RONALD DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.13 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to ASHLEY DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. ASHLEY's father, HUMBERTO DELEON, shall act as custodian. If ASHLEY DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

BIR

-13-

9.2.14 The sum of Five Thousand Dollars (\$5,000) shall be distributed to BRENDA DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. BRENDA's mother, LETICIA DIAZ, shall act as custodian. If BRENDA DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

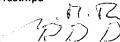
9.2.15 The sum of Five Thousand Dollars (\$5,000) shall be distributed to MERLI DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. MERLI's mother, LETICIA DIAZ, shall act as custodian. If MERLI DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.16 The sum of Five Thousand Dollars (\$5,000) shall be distributed to GERSON DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. GERSON's mother, LETICIA DIAZ, shall act as custodian. If GERSON DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.17 The sum of Five Thousand Dollars (\$5,000) shall be distributed to CARLISSA DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. CARLISSA's mother, LETICIA DIAZ, shall act as custodian. If CARLISSA DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.18 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to YVAN ARROYO, 623 East Way, Hayward, CA, 94544, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. YVAN's parents, NORMAN and YANET ARROYO, shall act as co-custodians. If YVAN ARROYO is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.19 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to SOFIA ARROYO, 623 East Way, Hayward, CA, 94544, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. SOFIA's parents, NORMAN and YANET ARROYO, shall act as co-custodians. If SOFIA ARROYO is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.



9.2.20 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to SEAN OLSON, 359 E. 6th Ave., Chico, CA, 95926, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. NORTHERN TRUST, N.A., shall act as custodian. If SEAN OLSON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.21 The sum of Fifty Thousand Dollars (\$50,000) shall be distributed to SAVE THE CHILDREN FEDERATION, INC., 54 Wilton Road, Westport, CT, 06880, for its general uses and purposes.

9.2.22 The sum of Fifty Thousand Dollars (\$50,000) shall be distributed to UNITED STATES FUND FOR UNICEF,125 Maiden Lane, New York, NY, 10038, for its general uses and purposes.

9.2.23 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to CITY OF JOY AID, INC., 9501 4th Place Lorton, VA, 22079, for its general uses and purposes.

9.2.24 The sum of Thirty Thousand Dollars (\$30,000) shall be distributed to LA CHÂINE DE L'ESPOIR, Rue Didot - CS 11 417 - 75993 Paris Cedex 14, France, for its general uses and purposes.

9.3 <u>Rest of Trust Estate</u>. On the death of the Surviving Spouse, the undistributed balance of the trust estate shall be distributed as follows:

9.3.1 Two Point Five Percent (2.5%) thereof shall be distributed to AMERICAN INDIAN PUBLIC CHARTER SCHOOL, 3637 Magee Ave., Oakland, CA, 94619, for its general uses and purposes.

9.3.2 Two Point Five Percent (2.5%) thereof shall be distributed to AMERICAN INDIAN PUBLIC HIGH SCHOOL, 3637 Magee Ave., Oakland, CA, 94619, for its general uses and purposes.

9.3.3 Three Percent (3%) thereof shall be distributed to ANIMO INGLEWOOD CHARTER HIGH SCHOOL, 3425 W Manchester Blvd., Inglewood, CA, 90305, for its general uses and purposes.

9.3.4 Four Percent (4%) thereof shall be distributed to THE PREUSS SCHOOL UCSD, 9500 Gilman Drive Dept. 0536, La Jolla, CA, 92093, for its general uses and purposes.

9.3.5 Four Percent (4%) thereof shall be distributed to THE POSSE FOUNDATION, 14 Wall Street, Suite 8A-60, New York, NY, 10005, for its general uses and purposes.

H:\R\Roberto\Trust.wpd

9.3.6 Four Percent (4%) thereof shall be distributed to EAST SIDE COLLEGE PREPARATORY SCHOOL, 1041 Myrtle Street, East Palo Alto, CA, 94303, for its general uses and purposes.

9.3.7 Four Percent (4%) thereof shall be distributed to FISHER CENTER FOR ALZHEIMER'S RESEARCH FOUNDATION, One Intrepid Square, West 46th Street & 12th Avenue, New York, NY, 10036, for its general uses and purposes.

9.3.8 Five Percent (5%) thereof shall be distributed to LENNOX MATH, SCIENCE AND TECHNOLOGY ACADEMY, 11036 Hawthorne Blvd, Inglewood, CA, 90304 for its general uses and purposes.

9.3.9 Five Percent (5%) thereof shall be distributed to the STEM CELL CENTER AT TEXAS HEART INSTITUTE, MC 3-116, P.O. Box 20345, Houston, TX, 77225, for its general uses and purposes.

9.3.10 Five Percent (5%) thereof shall be distributed to the HEART AND VASCULAR INSTITUTE AT JFK MEDICAL CENTER, 5301 South Congress Avenue, Atlantis, FL, 33462, for its general uses and purposes.

9.3.11 Five Percent (5%) thereof shall be distributed to LA JOLLA INSTITUTE FOR ALLERGY AND IMMUNOLOGY, 9420 Athena Circle, La Jolla, CA, 92037, for its general uses and purposes.

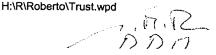
9.3.12 Seven Percent (7%) thereof shall be distributed to OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER, 410 W. 10th Ave., Columbus, OH, 43210, to be used for research related to Parkinson's disease.

9.3.13 Nine Percent (9%) thereof shall be distributed to the MASSACHUSETTS GENERAL HOSPITAL HEART CENTER, 55 Fruit Street, Boston, MA, 02114, for its general uses and purposes.

9.3.14 Ten Percent (10%) thereof shall be distributed to the CANCER RESEARCH INSTITUTE, One Exchange Plaza, 55 Broadway, Suite 1802, New York, NY, 10006, for its general uses and purposes.

9.3.15 Ten Percent (10%) thereof shall be distributed to the BRAIN RESEARCH INSTITUTE UCLA, Gonda (Goldschmied) Neuroscience and Genetics Research Center, 695 Charles Young Drive South, Los Angeles, CA, 90095, for its general uses and purposes.

9.3.16 Twenty Percent (20%) thereof shall be distributed to the UNIVERSITY OF CALIFORNIA, BERKELEY, SCHOOL OF PUBLIC HEALTH, 50 University Hall, #7360, Berkeley, CA, 94720, for the Department of Epidemiology.



9.3.17 Any gift which is not effectively disposed of under the foregoing provisions of this Paragraph 9.3 shall lapse and be distributed pro rata among the gifts effectively disposed of above.

10. Custodianships

Any share of the trust estate distributable to a person who has not attained age twenty-one (21) on the date of distribution (and for whom a trust is not established under the terms of this instrument) shall be distributed to a custodian designated by the trustee to be held for each such person in a separate custodianship account until he or she attains age twenty-one (21) under the California Uniform Transfers to Minors Act.

11. <u>Presumption</u>

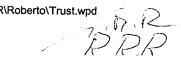
Any beneficiary including Husband or Wife who shall not be living thirty (30) days after Husband's or Wife's death shall be deemed not to have survived him or her. For the purpose of determining that thirty-day period, the first day thereof shall be the first calendar day following such person's death. In the event of simultaneous death or where the order of their deaths cannot be determined, each spouse's interest in the trust shall be distributed as if the other spouse had predeceased.

12. Perpetuities Savings Clause

Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last to survive of the trustors and the trustors' issue living on the date of death of the first trustor to die. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the trustee's discretion, to receive trust payments.

13. Powers To Amend, Revoke Or Terminate

13.1 During the joint lifetimes of the trustors, this trust may be revoked in whole or in part with respect to community property by an instrument in writing signed by either trustor and delivered to the trustees and the other trustor, and with respect to separate property by an instrument in writing signed by the trustor who



contributed that property to the trust, delivered to the trustees. On revocation, the trustees shall promptly deliver to both Spouses all or the designated portion of the community property trust assets. All property delivered to both Spouses shall continue to be the trustors' community property, and shall be held and administered as community property. On revocation with respect to separate property, the trustees shall promptly deliver to the contributing trustor all or the designated portion of that property. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the trustees shall be entitled to retain sufficient assets reasonably to secure payment of liabilities lawfully incurred by the trustees in the administration of the trust, including trustees' fees that have been earned, unless the trustors shall indemnify the trustees against loss or expense.

13.2 The trustors may at any time during their joint lifetimes amend any of the terms of this instrument by an instrument in writing signed by both trustors and delivered to the trustees. No amendment shall substantially increase the duties or liabilities of the trustees or change the trustees' compensation without the trustees' consent, nor shall the trustees be obligated to act under such an amendment unless the trustees accept it. If a trustee is removed, the trustors shall pay to such trustee any sums due and shall indemnify the trustee against liability lawfully incurred by the trustee in the administration of the trusts.

13.3 On the death of the Deceased Spouse, the Surviving Spouse during his or her lifetime shall have the power to amend and revoke the trust established for the Surviving Spouse, but shall have no power to amend or revoke the Disclaimer Trust or any other trust thereupon established, except as otherwise provided herein. On the death of the Surviving Spouse, no one shall have the power to revoke or amend any trust established after such death except as provided herein.

13.4 The powers of the trustors to revoke or amend this instrument are personal to them and shall not be exercisable in their behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to the trustees, by the court that appointed the guardian or conservator or pursuant to authority provided in a durable power of attorney executed by the trustor.

/	/	/	/
/	/	/	/
/	/	/	/
/	/	/	/
/	1	1	/

H:\R\Roberto\Trust.wpd

14. Powers Of The Trustees

In order to carry out the provisions of the trusts created by this instrument, the trustees shall have, in addition to those powers now or hereafter enumerated in California Probate Code §§16220-16249, inclusive, the following powers which shall be applicable to each trust created under this instrument:

- 14.1 To invest and reinvest all or any part of the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, mutual funds, common trust funds (including any administered by a trustee), market funds, index funds, mortgage participations, and life insurance policies on the life of any beneficiary that persons of prudence, discretion, and intelligence acquire for their own account. Notwithstanding the foregoing, the trustees are also authorized to buy, sell, and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the trustees.
- 14.2 To continue to hold any property that constitutes part of the trust estate, including any shares of a trustee's own stock, and to operate at the risk of the trust estate without obtaining court authorization any business that the trustees receive or acquire under the trust as long as the trustees deem advisable.
- 14.3 To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer the title to any protective or other committee on such terms as the trustees may deem advisable, and to exercise or sell stock subscription or conversion rights.
- 14.4 To hold securities or other property in the name of any trustee or trustees as trustees under this trust, or in the trustee or trustees' own name or names, or in the name of a nominee, or the trustees may hold securities unregistered in such condition that ownership will pass.
- 14.5 To control, convey, divide, exchange, grant, grant options on, improve, manage, partition, repair, sell (for cash or on deferred payments within or beyond the term of the trust), and transfer trust property.



- 14.6 To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.
- 14.7 To lend money to any person, including both the probate estate of either trustor, and from any trust to another trust hereunder, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.
- 14.8 To purchase property at its fair market value as determined by the trustees in the trustees' discretion, from the probate estate of either trustor.
- 14.9 To loan or advance the trustees' own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrances of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.
- 14.10 To disclaim, release, or restrict the scope of any power, including any administrative power, that the trustees may hold in connection with any trust created under this instrument, whether such power is expressly granted in this instrument or implied by law. The trustees shall exercise this power in a written instrument specifying the power to be disclaimed, released, or restricted and the nature of any such restriction, executed by the trustees and delivered to the trustor(s) then living, and if neither trustor is living, then to the income beneficiaries then living (or if there are none, to the then living beneficiaries entitled to distributions in the discretion of the trustees). Any power disclaimed or released by the trustees shall be extinguished.
- 14.11 To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustees in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the trustees in the trustees' discretion shall determine, and shall not decrease the compensation to which the trustees are entitled.
- 14.12 To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise for the debts of the trust or the joint debts of the trust and a co-owner of trust property.
- 14.13 To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustees may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust. In the event that the attorney who prepared the estate planning



documents for trustors is called to testify as a witness or provide information concerning trustors' estate plan, said attorney shall be paid from the assets of this trust (and if there is no trust, from the assets of trustors' probate estate) for said attorney's time spent in gathering documents, preparing for depositions or hearings, travel time, and time spent testifying, all at said attorney's then-current hourly rates.

14.14 To carry insurance of such kinds and in such amounts as the trustees deem advisable, at the expense of the trust, to protect the trust estate and the trustees personally against any hazard.

14.15 To purchase bonds and to pay such premiums in connection with the purchase as the trustees in the trustees' discretion deem advisable; provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the trustees shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

14.16 To purchase bonds at such discount as the trustees in the trustees' discretion deem advisable; provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the trustees shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal.

14.17 To purchase in the discretion of the trustees at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either trustor in such amounts as the trustees deem advisable, and for that purpose the trustees may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The trustees shall exercise the trustees' discretion and purchase such obligations if the trustees have reason to believe that either trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustees shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. The trustees shall not be liable to either trustor, any heir of either trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the trustees are directed to pay the federal estate tax due on either trustor's death in an amount not less than par value plus accrued interest of such obligations that are eligible for redemption in payment of the deceased trustor's taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased trustor's estate, or if none was appointed, the



trustees acting under this instrument, shall select the redemption date of such obligations. The trustees are directed to redeem any such obligations that are part of trust corpus to the fullest extent possible in payment of the federal estate tax liability of each trustor.

14.18 To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustees, and to sell such property as the trustees may deem necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the trustees shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the trustees may, in the trustees' discretion, make a non pro rata division between trusts or shares and non pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market values. The trustee may divide said community property in a non pro rata manner and shall take into account any written agreement between the trustors providing for a non pro rata division of their community property and the effect of such agreement on community property passing outside of the trust. The trustee shall have the discretion to select the assets to be so allocated, but such assets as are selected shall be valued at the date or dates of their allocation.

14.19 To take any action and to make any election, in the trustees' discretion, to minimize the tax liabilities of the trust and its beneficiaries, and the trustees shall have the power to allocate the benefits among the various beneficiaries, and the trustees shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the trustees believe has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

14.20 To become a partner in a partnership, general or limited; and to accept the accounting of the partnership; to make contributions of trust property to a partnership; to sell, purchase or exchange partnership interests.

14.21 To withhold from distribution, in the trustees' discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the trust property, as long as the trustees shall determine in the trustees' discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.



15. Exercise of Powers of Appointment

Any power of appointment created in this document may be exercised only by (a) a written instrument (not a Will) signed by the person entitled to exercise such power ("the donee") and delivered to the trustee during the lifetime of the donee, or (b) by the donee's last Will duly admitted to probate if there is no inter vivos instrument in existence at the time of the donee's death which is effective to exercise such power either in whole or in part. The written instrument or Will exercising such power shall be effective only if it specifically refers to and purports to exercise such power of appointment. Any such written instrument may, unless it expressly provides otherwise, be revoked or amended, but only by a later written instrument (not a Will) signed by the donee and delivered to the trustee during the lifetime of the donee. Unless it expressly provides otherwise, any later written instrument shall completely revoke all similar prior instruments.

Any power of appointment created in this document may be exercised (a) either outright or in trust, (b) to create present or future interests, (c) in such amounts, fractions, or interests among the objects of the power as the donee shall designate, either equally or unequally or to the total exclusion of one or more of them, (d) may confer new powers of appointment, including general powers, upon the objects of the power, (e) may impose restrictions and conditions on or for the benefit of any of the objects of the power, and (f) may be exercised in any combination of the above.

Any limited power of appointment that is exercisable in favor of specified persons may be appointed to one or more trusts in which all beneficial interests (other than remote contingent remainder interests) are held by one or more of such persons. However, no limited power of appointment created in this document may be exercised directly or indirectly (a) in favor of the creditors, estate, or creditors of the estate of the donee or (b) in discharge of any legal obligation of the donee, including any obligation of support, or (c) in any manner which creates any interest in the appointive property, or creates any limited power of appointment which can be exercised so as to create any interest in the appointive property, which will not vest in absolute ownership within twenty-one (21) years after the death of the last to die of the surviving trustor and those of the trustors descendants who are living on the date of the death of the first trustor to die.

The trustee shall have no liability to any person for any action taken by the trustee in the good faith belief that any Will of the donee duly admitted to probate which is not subject to any pending contest at the time of such action is the last Will of the donee or, if no Will of the donee has been admitted to probate at the time of such

H:\R\Roberto\Trust.wpd

action, in the good faith belief that the donee died without leaving a Will which purports to exercise such power of appointment.

16. No Physical Division Required

There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts.

17. Power to Combine Trusts

The trustee is hereby expressly permitted, but not required, to combine two or more trusts for the same beneficiary or group of beneficiaries that have substantially the same or similar provisions into a single trust for such beneficiary or group of beneficiaries.

18. <u>Discretion to Select Assets - Income Tax Basis</u>

The trustee shall have absolute discretion to select property to be allocated to any trust or share created by this trust or to be distributed in satisfaction of any bequest provided for herein without regard to the potential income tax consequences to the distributees, and the trustee is specifically excused from any duty of impartiality with respect to the income tax basis of such property or the aforesaid income tax consequences to the distributees; provided, however, that the trustee shall not exercise this discretion in a manner that will result in the loss of, or decrease in, any marital, charitable or orphan's deductions otherwise allowable in determining either trustor's federal estate tax.

19. Principal And Income Determination

Except as the trustee may otherwise determine in the trustee's discretion, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the trustee in the trustee's discretion.

/	/	/	/
/	/	/	/
/	/	/	/
/	/	/	/

H:\R\Roberto\Trust.wpd

-24-

20. Accounting For Expense And Income Items As To Certain Beneficiaries

Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they first become due and payable. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income.

21. Other Property

Other property acceptable to the trustee may be added to these trusts by any person, by the Will or Codicil of either trustor, by the proceeds of any life insurance, or otherwise.

22. Spendthrift Provisions

No interest in the principal of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

23. Education

Whenever provision is made in this instrument for payment for the "education" of a beneficiary, the term "education" shall be construed to include trade and vocational schools, college and postgraduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and, in determining payments to be made for all such education, the trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable.

24. No Discharge of Obligations

No trustee serving under this agreement shall make or join in any decision to pay, apply or distribute trust income or principal for the discharge of any of the legal obligations of the trustee, including, but not limited to any obligation of support which the trustee may owe to the beneficiary under the laws of the state where the trustee resides. In addition, no distribution shall be made under this instrument if the effect of such distribution is to discharge in whole or in part any other person's legal obligation to support a trust beneficiary or to relieve such person of any contractual obligation.

•	•	•	•
/	/	/	/
/	/	/	/
/	/	/	/

25. Income Tax Liabilities As Support

Income tax liabilities of the trustors and any other income beneficiary who is then participating shall be included within the term "support" as the same is used in this instrument.

26. Abandon Property

(1)

The trustee is authorized to abandon any property or interest in property belonging to the trust when, in the trustee's discretion, such abandonment is in the best interests of the trust and its beneficiaries.

27. **Trustees**

27.1 <u>During Joint Lifetimes</u>. During the joint lifetimes of both trustors, if either trustor for any reason is unable or ceases to act as a trustee of any trust hereunder, the other trustor shall act as trustee of any such trust or trusts. If both trustors for any reason are unable or cease to act as a trustee of any trust hereunder, then trustors designate those named below as trustee. Each successor trustee shall serve in the order designated if the prior designated trustee fails to qualify or ceases to act.

(1)	The person or persons design	gnated by trustors, acting
jointly, or by the trustor able and	d willing to designate.	
(2)	NORTHERN TRUST, NA	EINE RRR
(3)	and the second s	CAMINCANIC

27.2 After Death of First Spouse. On the death of the Deceased Spouse, the Surviving Spouse shall act as trustee of each and every trust thereupon established under this Agreement. If the Surviving Spouse is unable or ceases to act as a trustee of any such trust for any reason, including death, then trustors designate those named below as trustee. Each successor trustee shall serve in the order designated if the prior designated trustee fails to qualify or ceases to act.

The person or persons designated by trustors, acting (1) jointly, or by the trustor able and willing to designate.

	•	
(2)	NORTHERN TRUST, NA	E. HIZ RRR
(3)	The state of the s	S. MICKER

27.3 Appointment of Successor Trustee. Any acting trustee shall have the power to designate one or more individuals or corporate fiduciaries to serve concurrently or serially to succeed the trustee on his or her inability or unwillingness to



act. Any designation and revocation of that designation shall be made in a written instrument signed by the trustee while acting as trustee. A designation of a successor trustee by an acting trustee shall supersede any designation of a successor trustee by the trustors.

If the foregoing fails to result in the appointment of a successor trustee, the person designated herein as successor trustee, in the order of such person or entity's designation as trustee, shall have the power to appoint a successor trustee.

If the foregoing fails to result in the appointment of a successor trustee, a successor trustee may be appointed by a majority of the adult beneficiaries currently entitled to trust income or, if there are none, a majority of adult beneficiaries who are entitled to distribution in the discretion of the trustee; provided that the beneficiary of a "Special Needs Trust" established herein shall not have such power.

All such designations and appointments shall be in writing and shall be effective upon acceptance by the successor trustee.

27.4 <u>Bond</u>. The terms "trustees" and "trustee" as used in this instrument each include the singular as well as the plural. No bond shall be required of any person named or designated as a trustee or successor trustee in the manner provided in this instrument. Each successor trustee shall have, possess and exercise all powers, authorities and discretions conferred upon the trustee by this instrument or at law.

27.5 <u>Co-Trustee</u>. Any trustee while serving as trustee may at any time appoint another person or entity as a co-trustee. Except as otherwise agreed in writing, any action by any one of the individual co-trustees acting as such from time to time in routine matters and not relating to real estate shall be binding on the trust estate and may be relied on by third parties dealing with the trustee, including, but not limited to, the making of checks, bank drafts and disbursements and the endorsement, negotiation and deposit of checks, bank drafts, and negotiable or other instruments.

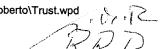
Notwithstanding the foregoing, if either trustor transfers separate property to this trust, said trustor may serve as sole trustee for, and may have sole and exclusive authority to deal with, such separate property unless said trustor shall delegate to any other trustee then serving one or more powers by a written instrument signed by said trustor.

Anyone may rely on copies of this instrument or a Certification of Trust certified by the trustee as a true copy to the same extent as though such copy were the original. No person dealing with any trustee shall be obliged to see to the application of any property paid or delivered to or from a trustee or to inquire into the



expediency or propriety of any transactions or the authority of the trustee to enter into and consummate the same upon such terms as the trustee may deem advisable.

- 27.6 <u>Resignation</u>. Any trustee may at any time resign from any trust hereby established by depositing in the United States mail, postage prepaid, a notice of such resignation addressed to the person or persons then entitled to receive payments hereunder at the addresses of such person or persons last known to the trustee. Such resignation shall take effect on the acceptance of the trust by the successor trustee.
- 27.7 Removal of Corporate Trustee. By written instrument delivered to the trustee, a beneficiary who has attained the age of twenty-five (25) and is not the beneficiary of a "Special Needs Trust" established herein may remove any corporate trustee acting under this instrument with respect to a trust that is no longer revocable and may appoint any corporation as successor trustee or co-trustee with this designation superseding any appointment made under the trust instrument. After written acceptance by the appointed successor trustee, the removed trustee shall promptly deliver all trust assets in its possession to the successor trustee together with an accounting for all acts affecting the trust since the date of any prior accounting.
- 27.8 Concluding Trust Administration. On the termination of any trust established herein after the death of a beneficiary, the trustee shall have all the powers necessary to conclude trust administration, including, but not limited to, the power to transfer assets to beneficiaries under the terms of the trust, to establish an "administrative trust," to file tax returns, to pay debts of trustor, to collect insurance proceeds and other assets subject to the trust, to cancel credit cards in the name of trustor, to publish notices of the beneficiary's death and to perform all such other activities and execute all such documents as may be necessary to terminate this trust and conclude trust administration.
- 27.9 Collection And Distribution Of Retirement Benefits. In the event pension, IRA or other retirement benefits are payable to a trustee or successor trustee of this trust, then such trustee shall be authorized to collect all such retirement or pension plan benefits and to distribute same as herein designated either by specific reference to such benefits or, failing any specific reference, as part of the residue of the trust estate. In the event retirement benefits are payable to a trustee of any trust that is established for the benefit of a child or other issue of a trustor herein on said trustor's death, the trustee of such trust shall be authorized to collect such benefits, to add them to the trust for such issue, and to administer them as herein directed. The terms "retirement plan" and "IRA" shall include any qualified retirement plan, annuity contract,



or custodial account that is described in Section 403(b) of the Internal Revenue Code or any individual retirement account.

27.10 Non Pro Rata Allocation of Retirement Benefits And Trust Assets. Trustors mutually agree that on the death of the Deceased Spouse, the Surviving Spouse and trustee may enter into an agreement providing for a non pro rata division of community property trust assets and community property non-trust assets in order to accomplish the optimum funding of the Disclaimer Trust if a Disclaimer Trust is established.

28. Trust Protector For Limited Power of Amendment

28.1 Appointment of Trust Protector. In the case of any trust that is designated as irrevocable and unamendable herein, such trust's trustee(s) (hereafter "the trustee") may appoint a Trust Protector with a limited power of amendment pursuant to the provisions of this Paragraph.

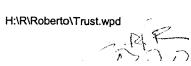
28.2 Purpose of Amendment. Notwithstanding any other provision of this instrument, a Trust Protector, other than any person who has made a gift transfer to such trust or who is a beneficiary of such trust, may from time to time amend or restate this instrument in whole or in part, including such instrument's dispositive, administrative, and other provisions of all kinds, in order to permit the trustee(s):

28.2.1 To deal with tax and other changes in circumstances and/or the law that may affect the trust and/or its beneficiaries. One of the goals of the estate plan set forth in this instrument is to minimize federal estate taxes on the assets subject to this trust.

In the event that the death of the Deceased Spouse or Surviving Spouse occurs during any period in which the estate tax has been repealed, the Trust Protector appointed by the trustee shall have the power to amend any irrevocable portion of this instrument in order to accomplish trustors' tax planning goals.

28.2.2 To respond to changes in the circumstances of a beneficiary or changes in the law relating to special needs trusts or means-tested public benefits (including, but not limited to, Supplemental Security Income (SSI) and Medi-Cal) in order to facilitate a beneficiary's financial eligibility for such benefits, if appropriate, or to preserve such benefits;

28.2.3 To take advantage of changed trust drafting approaches for dealing with potential trust problems or otherwise to improve the clarity of the trust's provisions and efficiency of trust administration;



- 28.2.4 To remove from the governing instrument any provisions that have become "deadwood" (i.e., no longer appropriate, necessary, or desirable in the ongoing administration of the trust due to changed law or circumstances).
- 28.3 <u>Restrictions on Amendments</u>. Notwithstanding the foregoing, under no circumstances shall any such amendment:
- 28.3.1 Extend the period of any such trust's existence beyond an applicable rule against perpetuities limited period;
- 28.3.2 Result in any direct or indirect financial benefit (or grant of any power of appointment) to any individual who is not at the time of such amendment both:
- 28.3.2.1 A member of a trustor's family, any lineal descendant of a trustor, any ancestor of a trustor, and any spouse of any of the foregoing; and
- 28.3.2.2 Already a present or potential future beneficiary of the trust (other than merely through the exercise of a power of appointment) unless the amendment is to provide for after-born or after-adopted children of any such beneficiary;
- 28.3.3 Result in any direct or indirect financial benefit to the Trust Protector or the creation of a general power of appointment held by the Trust Protector within the meaning of §2041 of the Internal Revenue Code. No power created in this document may be exercised directly or indirectly (a) in favor of the power holder or the creditors, estate, or creditors of the estate of the power holder or (b) in discharge of any legal obligation of the power holder, including any obligation of support, or (c) in any manner which creates any interest in the appointive property or creates any limited power of appointment that can be exercised so as to create any interest in the appointive property which will extend for a period beyond the applicable rule against perpetuities.
- 28.4 <u>Manner of Appointment of Trust Protector</u>. A Trust Protector shall be appointed by a notarized, written instrument executed by the trustee and delivered to the Trust Protector. No appointment of a Trust Protector shall be effective unless accepted by the Trust Protector.
- 28.5 <u>Manner of Making Amendments</u>. Any such amendment shall be by a notarized written instrument, executed by the amending Trust Protector and delivered to the then-acting trustee, setting forth the trust or trusts hereunder to which



the amendment applies and the effective date of such amendment. No such amendment shall be effective unless accepted by the then-acting trustee.

28.6 Exculpation. No trustee or Trust Protector shall be liable for any exercise of or failure to exercise this limited power of amendment (or for a release of this power) if such trustee or Trust Protector acted in good faith in taking or failing to take any such action (whether or not requested to do so by any beneficiary or any beneficiary's representative).

28.7 <u>No Duty to Monitor</u>. The Trust Protector shall have no duty to monitor the administration of this trust in order to determine whether any of the powers and discretions conferred by this agreement on the Trust Protector should be exercised. Further, the Trust Protector shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize loss.

28.8 <u>Discretionary Distribution of Trusts</u>. If the Trust Protector determines that it would be advisable for any reason, including but not limited to (1) eliminating the cost of continuing the trust held under this instrument or (2) federal or state transfer tax or other tax changes that make the existence of any trust established herein unnecessary or disadvantageous, the Trust Protector may, but need not, terminate the trust in its entirety or as to a part and distribute the entire trust or part to one or more of the persons to whom income or principal of the trust then may be paid as the Trust Protector, in the Trust Protector's sole discretion, determines is advisable. The distribution may be made outright to the distributees, or in trust for such one or more of them in the proportions and subject to the trusts, powers and conditions as the Trust Protector may provide and appoint, specifically referring to this power, as the Trust Protector, in the Trust Protector's sole discretion, determines advisable. If the Trust Protector makes a distribution in trust, contingent interests may be created in, and permissible appointees of a power created may include, only persons who are descendants of trustors or either of them either then living or thereafter born, regardless of whether income or principal of the trust could be paid to a descendant at the time of the distribution. The Trust Protector shall not be liable to any beneficiary for any action taken, or not taken, absent bad faith.

29. Incapacity Of A Trustee

If at any time, either in the discretion of the trustee affected or if so certified in writing by one (1) licensed physician, a trustee has become unable to manage financial resources, whether or not a court of competent jurisdiction has declared the



trustee incompetent, the designated successor trustee shall forthwith replace such incapacitated trustee.

30. Proof of Change of Trustee

For the purposes of proving a change of trustee, whenever a trustee succeeds to office by reason of the incapacity of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee. Whenever a trustee succeeds to office by reason of the death of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee, accompanied by a certified copy of the death certificate of his co-trustee or predecessor trustee. Whenever a trustee succeeds to office by reason of resignation of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee, accompanied by a written Resignation of Trustee, or if the latter cannot be obtained, an appropriate explanation in the Certification of Successor Trustee. Neither successor trustee nor third parties shall have any liability to the trust or any trust beneficiaries for good faith dealings in reliance upon the documentation specified in this Paragraph.

31. <u>Liability of Trustee</u>

No individual trustee named in this trust or designated as authorized in this trust shall be liable to any beneficiary or to any heir of either trustor for the trustee's acts or failure to act, except for willful misconduct or gross negligence.

32. <u>Limitation On Liability Of Successor Trustee</u>

No successor trustee shall be liable for any acts, omissions, or defaults of a predecessor trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary or remainder beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee and may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

33. Compensation Of Trustee

The trustees other than Husband and Wife shall be entitled to pay themselves reasonable compensation from the trust from time to time without prior court order.

RRR

34. Accountings By Trustee

During the lifetime of one or both trustors, no accountings shall be required except at the direction of a trustor, except, that if both trustors are incapacitated, the trustee shall then render a written account annually to each living beneficiary entitled to current income distributions who shall have requested annual accountings in writing; and each remainder beneficiary then in being who shall have requested annual accountings in writing; provided, that if any person entitled to receive an annual accounting is a minor or is under a disability, the annual accounting shall be delivered to his or her parents or the guardian of his or her person if he or she is a minor, or to the conservator of his or her person if he or she is under any other disability if requested to do so; provided, further, that unless any such beneficiary or remainder beneficiary, including parents, guardians, or conservators of beneficiaries and remainder beneficiary shall deliver a written objection to the trustee within ninety (90) days after receipt of an account, it shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries and remainder beneficiary of the trust, including unborn and contingent beneficiaries and remainder beneficiary; provided, further, that after settlement of the account by agreement of the parties objecting to it, or by expiration of the ninety (90) day period, the trustee shall no longer be liable to any beneficiary or remainder beneficiary of the trust in respect to transactions disclosed in the account, except for the willful misconduct or gross negligence of the trustee.

34.2 After the death of both trustors, the trustee shall render a written account annually to each living beneficiary entitled to current income distributions who shall have requested annual accountings in writing; and each remainder beneficiary then in being who shall have requested annual accountings in writing; provided, that if any person entitled to receive an annual accounting is a minor or is under a disability, the annual accounting shall be delivered to his or her parents or the guardian of his or her person if he or she is a minor, or to the conservator of his or her person if he or she is under any other disability; provided, further, that unless any such beneficiary or remainder beneficiary, including parents, guardians, or conservators of beneficiaries and remainder beneficiary shall deliver a written objection to the trustee within ninety (90) days after receipt of an account, it shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries and remainder beneficiary; provided, further, that after settlement of the account by agreement of the parties objecting to it, or by expiration of the ninety (90) day period, the trustee shall no longer be liable to any

beneficiary or remainder beneficiary of the trust in respect to transactions disclosed in the account, except for the willful misconduct or gross negligence of the trustee.

34.3 Upon a trustee ceasing to act as trustee, the trustee shall render a written account to the living trustors if any, or if no trustor is living, then to each living beneficiary entitled to current income distributions and each remainder beneficiary then in being who shall have requested annual accountings in writing after being notified of the right thereto by the trustee.

35. Special Authority To Husband And/Or Wife As Co-Trustee

Husband and/or wife, acting as co-trustee, during their joint lifetimes, may, on each one's separate direction alone, or on the separate direction of his or her successor, negotiate securities and bank or savings accounts in routine matters without two signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

36. Renunciation of Powers

Each trustee shall have the power to renounce, to disclaim, or to restrict the scope of any power that he may hold in connection with the trust created under this instrument, whether said power is expressly granted in this instrument or implied by law. The trustee shall exercise this power in a written instrument specifying the powers to be renounced, disclaimed, or restricted and the nature of any such restriction. Any renounced or disclaimed power shall pass to and be exercised by the other then-acting trustee, if any, otherwise, it shall be extinguished.

37. Checking Account

While the husband and/or wife are living, the trustee is authorized to maintain as a trust asset a checking account (or checking accounts) in a commercial bank and to deposit into such account any or all net income or principal cash funds from the trust estate which may become payable from time to time to husband and/or wife under the terms of this trust. Husband and/or wife and/or his or her attorney-in-fact are authorized at any and all times to draw checks against this checking account, signed in husband's and/or wife's and/or his or her attorney-in-fact's individual names, and every check so drawn and presented for payment shall be charged to and paid from such account to the extent that the funds on deposit in the account are sufficient to cover such checks. Such checking account, regardless of its fluctuation, shall be considered at all times as a part of the trust estate. While husband and/or wife are living, the trustee

may carry the value of such checking account on its trust records at a nominal value and shall not be responsible for husband's and/or wife's use of or the balance of such checking account.

38. Real Property

Husband and/or wife reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by husband and/or wife for residential purposes. Such use and control shall be without rent or other pecuniary accountability to the trustee. As part of such use and control, husband and/or wife and not the trustee shall have the responsibility to manage such property and to pay taxes, insurance, water, rent and all other charges against the property, and may, at his or her option, charge such expenses to the trust estate, or may request reimbursement for any advances made by him and/or her for such purposes.

39. Estate Taxes and Generation-Skipping Transfer (GST) Taxes

All estate or other death taxes (except generation-skipping transfer taxes) that may by reason of a trustor's death be imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the trustor under the provisions of any applicable tax law shall be paid by the trustees; provided, that the liability for and burden of state, foreign and federal death taxes shall be apportioned in accordance with applicable federal and state law. Trustors recognize and confirm that such statutes provide that if a beneficiary's gift contributes to the taxable estate, the beneficiary must pay a pro rata share of the tax. However, as an exception, trustors direct that any disposition of property designated "free of tax" shall bear no liability for or burden of state, foreign and federal death taxes. The liability for such taxes attributable to gifts denominated as "free of tax" shall be apportioned among such other beneficiaries pro rata as such beneficiaries' gifts contribute to the taxable estate.

In addition, if any share for a beneficiary is divided into an exempt subshare and non-exempt subshare for GST purposes, the trustee may charge and apportion all estate taxes attributable to the share to the non-exempt subshare.

The trustees' selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary bequests, and the tax effects thereof, shall not be subject to question by any beneficiary. The trustees shall not be liable for the effect of elections or allocations made in good faith.



"Estate taxes" includes all estate and inheritance taxes, Internal Revenue Code §2032A recapture taxes, and interest and penalties on such taxes. "Estate taxes" shall not include generation-skipping transfer taxes.

Generation-skipping transfer taxes shall be paid as provided by applicable law.

The trustees may, at any time and from time to time, sever and divide on a fractional basis in accordance with I.R.C. Reg. 26.2654-1(b) any trust hereunder into two or more separate trusts and combine two or more trusts hereunder with substantially identical terms (whether or not such trusts were previously separated from one trust). If severed on a fractional basis, the separate trusts need not be funded with a pro rata portion of each asset held by the undivided trust. The trust may be funded on a non pro rata basis provided that funding is based on either the fair market value of the assets on the date of funding or in a manner that fairly reflects the net appreciation or depreciation in the value of the assets measured from the valuation date to the date of funding.

If a trust is held as, or divided into, separate trusts, the trustees may, at any time prior to a combination of such trusts, (i) make different tax elections (including the allocation of the GST exemption) with respect to each separate trust, (ii) expend principal and exercise any other discretionary power with respect to such separate trusts differently, (iii) invest such separate trusts differently, and (iv) take all other actions consistent with such trusts being separate entities. Further, the donee of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trust created by the division.

Trustors anticipate that the trustees may hold property as one or more separate trusts or divide trusts hereunder for both tax and administrative reasons. For example, if after trustor's death the trustee decides to allocate some or all of trustor's GST exemption to a trust or trust established for trustor's issue, the trustee may determine it to be desirable to create separate trusts in order that no trust hereunder has an inclusion ration (as defined in Section 2642(a)(1) fo the Internal Revenue Code) other than zero or one.

If upon, and as the result of, the death of the beneficiary of any trust established herein (i) a "generation-skipping transfer" would occur but for the provisions of this paragraph, and (ii) no "generation-skipping transfer" would occur were such deceased beneficiary determined to be the "transferor" with respect to such "generationskipping transfer," then the trustee shall distribute that portion of the balance of such trust remaining upon the death of such beneficiary (including both principal and accrued or undistributed income) that is non-exempt from the generation-skipping transfer tax to



such one or more persons or entities, including such beneficiary's own estate, and on such terms and conditions, either outright or in trust, and in such proportions, as such beneficiary shall appoint in the manner directed herein. Any portion of the trust estate not effectively appointed hereunder by the beneficiary shall be distributed as directed in the provisions otherwise applicable to the distribution of the trust assets on the death of the beneficiary.

40. <u>Distributions to Trusts</u>

If any distribution to a beneficiary in this instrument would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall instead be added to that trust and shall thereafter be administered according to its terms, except that in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionally the distributed and the undistributed portions of the trust.

41. Governing Law

The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of a trustee or any beneficiary or the appointment or substitution of a trustee residing or doing business in another state. However, in the case of assets whose situs is outside of the State of California and where application of local law with respect to such assets would encourage the ease of administration by the trustee, the trustee may select the law of such jurisdiction to apply to the administration of this trust with respect to such assets.

42. Probate Code Section 17000 Et Seg.

The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Section 17000 et seq. of the California Probate Code, or successor provisions thereto.

43. Definition Of Issue, Child, Children, Etc.

As used in this instrument, the terms "child", "children", "issue", "descendants", and other class gift terms include persons whose membership in the class is based on adoption during minority or on birth out of wedlock provided the person, while a minor, lived as a regular member of the household of the adopting

H:\R\Roberto\Trust.wpd -37Powered by BoardOnTrack

parent (either before or after the adoption) or of the relevant natural parent (i.e., the one through whom class membership is claimed), as the case may be or of that parent's parent, sibling, or surviving spouse. Whether a person was a "regular member" of another's household shall be determined in the reasonable discretion of the trustees.

44. Meaning Of Right Of Representation

As used in this instrument, when distribution is to be made "by right of representation" (or "per stirpes") or if the manner of distribution to issue or descendants is not specified, the property is to be divided into as many equal shares as there are living children of the designated ancestor, if any, and deceased children who leave issue then living. Each living child of the designated ancestor is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner, all as provided in Section 246 of the Probate Code.

45. Gender

As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number shall each include the others whenever the context so indicates.

46. No Contest Clause

46.1 If any beneficiary or beneficiaries under this instrument shall, singly or in conjunction with any other person or persons, contest or attack this instrument or any amendment hereto in any manner or attempt to have this instrument or any amendment hereto, or any trust hereunder, or any of the provisions of any trust, or any of the beneficial interests created by it declared invalid, then the right of that person to take any interest given to such person by this instrument or any amendment hereto shall be determined as it would have been determined had such person predeceased the execution of this instrument without surviving issue. The provisions of this paragraph shall not apply to (1) either trustor or (2) any disclaimer or release by any person of any power or benefit under this trust.

- 46.2 Except as otherwise provided in this instrument, the trustors have intentionally and with full knowledge omitted to provide for the trustors' heirs.
- 46.3 The trustees are authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this instrument, or any trust hereunder, or any of the provisions of any such trust hereunder.

47. S Corporations

47.1 <u>Purpose</u>. The purpose of this Paragraph is to permit the trustee of any trust established under this Trust Agreement (the "Master Trust") to segregate shares of an S Corporation (as defined in the Internal Revenue Code) from other trust assets and to hold such shares in a separate trust (an "S Corporation Trust") which will meet the requirements of a Qualified Subchapter S Trust (as defined in the Internal Revenue Code). The provisions of this Paragraph shall be construed as required to achieve this purpose.

47.2 <u>S Corporation Stock</u>. If there would otherwise be allocated to any Master Trust any shares of a corporation then treated as an S Corporation, or if during the administration of any Master Trust the trust estate should include shares of a corporation which proposes to elect S Corporation status, the trustee may, in the trustee's discretion and with the beneficiary's consent, allocate such shares to a separate S Corporation Trust.

47.3 <u>Trust Terms</u>. The trustee shall hold, administer and distribute all property held in an S Corporation Trust on the same terms and conditions as provided in this Agreement for the Master Trust from which the S Corporation Trust property was segregated, except that:

47.3.1 During the trust term, the net income of the trust estate shall be distributed to the primary beneficiary no less frequently than annually.

47.3.2 During the trust term, no principal of the trust estate shall be distributed to anyone other than the primary beneficiary.

47.3.3 The trust shall terminate at the time specified in the Master Trust, or upon the death of the primary beneficiary, whichever event occurs first. If such termination occurs during the lifetime of the primary beneficiary the remaining balance of the trust estate shall be distributed to the primary beneficiary. If such termination occurs upon the death of the primary beneficiary, the remaining balance of the trust estate shall, subject to the provisions of this Paragraph, be allocated and distributed or retained in trust in the same manner as provided for the Master Trust estate upon such death.

47.4 <u>Savings Clause</u>. The trustee shall administer this Agreement only in a manner consistent with treatment of any S Corporation Trust as a Qualified Subchapter S Trust. The trustee shall have all powers and discretions reasonably required to effect such treatment. The trustee shall not exercise any power or discretion granted in this Agreement if such exercise would be inconsistent with such treatment.

48. Payments "For the Benefit" of a Beneficiary

If a trustee is permitted to make payments "for the benefit" of a beneficiary, the trustee, in the trustee's discretion, may make payments to third parties who provide goods or services to the beneficiary, or may make payments in further trust for such beneficiary, or to the trustee of a trust for such beneficiary with the same or similar terms and conditions which is then in existence.

The trustee shall have no power under this paragraph that would result in any direct or indirect financial benefit to the trustee or the creation of a general power of appointment held by the trustee within the meaning of §2041 of the Internal Revenue Code. This power shall not be exercised directly or indirectly (a) in favor of the power holder or the creditors, estate, or creditors of the estate of the power holder or (b) in discharge of any legal obligation of the power holder, including any obligation of support, or (c) in any manner which creates any interest in the appointive property or creates any limited power of appointment that can be exercised so as to create any interest in the appointive property which will extend for a period beyond the applicable rule against perpetuities.

49. <u>Distribution of an Item No Longer Owned</u>

Whenever this trust directs the distribution, on the death of a trustor, of an item, other than cash, that is no longer owned by the trust estate on the death of a trustor or as a result of the death of a trustor, that gift shall lapse and shall not be replaced by another distribution, unless specifically otherwise stated herein.

50. Gifts Not Advancements

A distribution to a beneficiary under the provisions of this trust shall not be reduced by any gift(s) that trustors, or either of them, have made to that beneficiary during trustors' lifetimes after this agreement is executed, unless trustors, or either of them, or any agent or trustee acting on behalf of trustors, states in a writing specifically referencing the lifetime gift that such gift is an advancement to that beneficiary.

1	1	1	1
/	/	/	/
/	/	/	/
/	/	/	/
/	/	/	/
/	/	/	/
/	/	/	/

51.	Name Of Trust	During	Joint Lifetimes	Of Trustors

The trust created in this instrument, including amendments and restatements thereto, may be referred to as <u>The Roberto Family Trust</u> during the lifetimes of either and both trustors.

Executed on this 12 day of TULY, 2012 at MILL VALUEY, California.

RONALD R. ROBERTO, Trustee

GENEVIEVE M. ROBERTO, Trustee

We certify that we have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustees. We approve the Declaration of Trust in all particulars and request that the trustees execute it.

Dated: July 12, 2012

RONALD R. ROBERTO, Trustor

GENEVIEVE M. ROBERTO, Trustor

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.)
ROBERTO, who proved to me whose names are subscribed to executed the same in their authinstrument the persons, or the extrement. I certify under PEI California that the foregoing particles.	appeared RONALD R. ROBERTO and GENEVIEVE M. on the basis of satisfactory evidence to be the persons of the within instrument and acknowledged to me that they corized capacities, and that by their signatures on the entity upon behalf of which the persons acted, executed NALTY OF PERJURY under the laws of the State of
KIM BELL Commission # 1863258 Notary Public - California Marin County My Comm. Expires Sep 11, 2013	Cim Beol

JOB ST.

THE ROBERTO FAMILY TRUST

Schedule A

All assets owned by trustors now or in the future (except life insurance and retirement plans, the dispositions of which are determined by beneficiary designations separate from the Trust) including, without limitation, the following:

Real Property

- 1. Improved real property commonly known as 1799 Lagoon View Drive, Tiburon, California.
- 2. Improved real property commonly known as 1816 Cedar Street, Calistoga, California.
- 3. Improved real property commonly known as 2412 Citrine Way, Santa Rosa, California.

Stocks and Bonds

- 1. All of trustors' shares of AT&T stock Account No: C0012002211
- All of trustors' shares of PG&E stock
 BNY Mellon Account Nos: ROBERTO-RONARO100
 ROBERTO-RONA-0100
- All of trustors' shares of Vodafone stock
 Group PLC Account Nos: ROBERTO-RONAR0100
 ROBERTO-GENEM100
- 4. All of trustors' shares of Templeton stock Account No: 101-184 257 0162

MIR

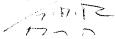
H:\R\Roberto\Trust.wpd

-43-

- 5. All of trustors' USAA bonds Account Nos: 000655787 007958088
- All of trustors' Franklin California Tax-Free Fund
 BancWest Investment Services Account No: AYA-062761

Cash and Accounts

- Patelco, Checking
 Account No: 30 26920
- 2. HSBC France, Checking Account No: 00 3000 27040
- HSBC France, Savings
 Account Nos: 300 56 000 30 300 253 329
 300 56 000 30 003 002 53357
- 4. Bank of the West, Checking Account No: 042 039 362
- 5. Bank of the West, Savings Account No: 018 961 052
- 6. Bank of the West, Certificates of Deposit
 Account Nos: 4 000 211 904
 4 000 211 946
 003 000 73



-44-

7. Union Bank, Certificates of Deposit

Account Nos: 001 9355 536

054 902 0865

054 902 0683

054 902 0543

054 901 9917

054 900 0669

495 024 8968

495 026 5970

495 023 3638

8. USAA Federal Savings Bank, Certificates of Deposit

Account Nos: 0600 3594

0600 2763

0600 6802

0600 0792

0600 1795

0600 8789

0600 4922

0600 8735

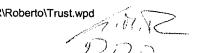
0600 0956

9. All cash on hand

10. All of Trustors' funds on deposit in banks and other savings institutions (other than retirement accounts and life insurance), including but not limited to checking accounts, savings accounts, savings certificates, money market funds, and certificates of deposit (in addition to any funds more particularly identified above).

Tangible Personal Property

Furniture, furnishings, household goods, trustors' interest in personal automobiles, trucks, jewelry, silver, books, pictures, works of art, paintings, antiques, and other tangible personal property located primarily at 1799 Lagoon View Drive, Tiburon, California, and elsewhere.



Acceptance of Property

Trustors and trustees declare that the foregoing property is hereby accepted and received to this trust and that this declaration was executed on the ___i2__ day of _______, 2012, at Mill Valley, California.

TRUSTORS:

TRUSTEES:

RONALD R. ROBERTO

RONALD R. ROBERTO

GENEVIEVE M. ROBERTO

GENEVIEVE M. ROBERTO

Fueder M. Roberto

AMERICAN INDIAN MODEL SCHOOLS

COVID FUNDING EXPENSE AND BUDGET PROPOSAL

Presented by: Katema Ballentine, Chief Business Officer In partnership with school leaders Finance Committee Meeting: Monday, November 23,2020 Board Meeting: Monday, November 30, 2020

Powered by BoardOnTrack 195 of 417

- COVID FUNDING TYPES AND COMPLIANT EXPENSES
- **♦ AIPCS EXPENSE SUMMARY**
- **AIPCS BUDGET PROPOSAL**
- ♦ AIPCS BUDGET RATIONALE
- **♦ AIPCS II EXPENSE SUMMARY**
- **AIPCS II BUDGET PROPOSAL**
- **AIPCS II BUDGET RATIONALE**
- **AIPHS EXPENSE SUMMARY**
- **AIPHS BUDGET PROPOSAL**
- **AIPHS BUDGET RATIONALE**
- **APPENDICES: PROPOSED QUOTES**

CARES COVID FUNDING REVIEW

American Indian Models Schools(AIMS) has been awarded **\$1.3M** in Covid support funding for the 2020 -21 fiscal year.

As of 1st Interim (October 31, 2020), AIMS has expensed \$378,370.

American Indian Model Schools has prepared a proposed budget for the remaining \$1,004,697.

CARES COVID PROPOSAL

SACS CODE	RESTRICTOR	NAME	SOURCE	Total State/Federal	COMPLIANT USES	GRANT PERIOD
3210	32	Elementary & Secondary School emergency relief (ESSER)	Federal Coronavirus Aid Relief and Economic Security Act (CARES)	\$1.65 B for California	*Providing principals and others school leaders with the resources necessary to address the needs of their individual schools *Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population *Developing and implementing procedures and systems to improve the preparedness/response efforts *Planning for/coordinating long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students) *Staff training/ professional development on sanitation and minimizing the spread of infectious disease *Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA *Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology *Mental health services and supports *Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care *Discretionary funds for school principals to address the needs of their individual schools *Other activities that are necessary to maintain the operation and continuity of services in LEAs and to	3/13/20-9/30/22
3215	3215 71 "GEER" Learning Loss Mitigation - based on Student with Disabilities FED CARES - \$355M from Governor's Emergency Education Relief (GEER)		\$1.5B total \$1,900 per SWD	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	GEER 3/13/20-9/30/22 CRF 3/1/20-12/30/20	
3220	72 "CR" Learning Loss Mitigation - based on Supplemental & CRF Concentration Grants T420 T4 "General Fund - GF" Learning Loss Mitigation - based on LCFF FED CARES - \$2.86B CRF CRF		\$2.86B	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	3/1/20-12/30/20	
7420			\$980M Total	*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports *Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time *Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning). *Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.	3/18/20-12/30/20	

Powered by BoardOnTrack 198 of 417

Elementary & Secondary School emergency relief (ESSER)

COMPLIANT EXPENSES

*Providing principals and others school leaders with the resources necessary to address the needs of their individual schools

*Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population

*Developing and implementing procedures and systems to improve the preparedness/response efforts

*Planning for/coordinating long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students)

*Staff training/ professional development on sanitation and minimizing the spread of infectious disease

*Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA

*Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology

*Mental health services and supports

*Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care

*Discretionary funds for school principals to address the needs of their individual schools

*Other activities that are necessary to maintain the operation and continuity of services in LEAs and to

"GEER"
Learning Loss
Mitigation - based
on Student with
Disabilities

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

"CR"
Learning Loss
Mitigation - based
on Supplemental &
Concentration
Grants

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

"CR"
Learning Loss
Mitigation - based
on Supplemental &
Concentration
Grants

COMPLIANT EXPENSES

*Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports

*Extending the instructional school year, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time

*Providing additional academic services for pupils(diagnostic assessments, intensive instruction/additional instructional materials or supports/ devices or connectivity for the provision of in-classroom and distance learning).

*Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC CHARTER AIPCS 6-8

Powered by BoardOnTrack 203 of 417

COVID FUNDING SUMMARY AIPCS

Funding Resource	 Expended as of October 31, 2020	Total Grant	F	Remaining Allocation	 1	ncumbered Funds as of 1/1/2020 - 11/19/2020	Re	Balance of Funds maining for Expense Allocation
32 COVID ESSER	\$ 8,456.90	\$ 40,384.00	\$	31,927.10	\$	-	\$	31,927.10
71 COVID GEER	\$	\$ 4,600.00	\$	\$ 4,600.00	\$	-	\$	4,600.00
72 COVID Cares CFR	\$ 42,344.96	\$ 171,822.00	\$	129,477.04	\$	1,382.38	\$	114,263.95
74- COVID LLMF	\$ -	\$ 19,734.00	\$	19,734.00			\$	19,734.00
TOTALS	\$50,801.86	\$236,540.00		\$185,738.14		\$1,382.38		\$170,525.05

For 2020-21 AIPCS has received **\$236,540** in Covid support funding. As of 1st Interim (October 31, 2020), AIPCS has expensed **\$50,802** leaving a balance of **\$185,738** to expense. As of November 19, 2020 AIPCS had encumbered an additional **\$1,382** in expenses in our Purchase Order system. After deducting those expenses. AIPCS has prepared a proposed budget for the remaining **\$165,455**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

Powered by BoardOnTrack 204 of 417

COVID FUNDING SUMMARY AIPCS

Expense Type Detail as of October 31, 2020

			AMOUNT	Encumbered Funds as of 11/1/2020 -	Total Funds Expensed to
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	EXPENDED(10/31/2020)	11/19/2020	11/19/2020
4100	Textbooks & Core Materials	Text books	\$ 9,083.37	\$ -	\$ 9,083.37
4200	Books and other Reference Material	Online Platform Curriculum	\$ 450.00	\$ -	\$ 450.00
4300	Materials and Supplies	On Line Platform Access	\$ 354.76	\$ -	\$ 354.76
4315	Classroom Materials and Supplies	Masks/Faceshields	\$ 12,410.14		\$ 12,410.14
4381	Materials for Plant Maintenance	Washing stations	\$ 3,240.64	\$ -	\$ 3,240.64
4400	Non Capitalized Equipment	Sneeze Guards	\$ 4,707.80		\$ 4,707.80
4410	Computers/ Network / Software	Computers & Software	\$ 8,569.75	\$ -	\$ 8,569.75
5210	Professional Development/Travel	Food Service Transportation Support	\$ -	\$ 73.56	\$ 73.56
5500	Operations and Housekeeping Services	Alarms	\$ 1,659.89	\$ -	\$ 1,659.89
5502/5601	Janitorial/ Building Maintenance	Deep Cleanings/Faucet installations	\$ 3,825.95	\$ 1,308.82	\$ 5,134.77
5605	Equipment Lease and Rental	Materials for Distance Operations	\$ 1,927.56	\$ -	\$ 1,927.56
5800	Services and Operations	Installation of folding desks	\$ 4,572.00	\$ -	\$ 4,572.00
5877	IT Services		\$ -	\$ -	\$ -
5900	Communications		\$ -	\$ -	\$ -
	TOTAL		\$ 50,801.86	\$ 1,382.38	\$ 52,184.24

Powered by BoardOnTrack 205 of 417

AIPCS

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

		\$:	31,927.10
EXPENSE TYPE	DESCRIPTION	вис	GET AMOUNT
Textbooks & Core Materials			
Books and other Reference Material			
Materials and Supplies			
Classroom Materials and Supplies			
Materials for Plant Maintenance			
Non Capitalized Equipment			
Computers/ Network / Software			
Professional Development			
Operations and Housekeeping Services			
Janitorial/ Building Maintenance	Windows	\$	26,148.07
Equipment Lease and Rental			
Services and Operations			
IT Services			
Communications			
TOTAL		\$	26,148.07
	Textbooks & Core Materials Books and other Reference Material Materials and Supplies Classroom Materials and Supplies Materials for Plant Maintenance Non Capitalized Equipment Computers/ Network / Software Professional Development Operations and Housekeeping Services Janitorial/ Building Maintenance Equipment Lease and Rental Services and Operations IT Services Communications	Textbooks & Core Materials Books and other Reference Material Materials and Supplies Classroom Materials and Supplies Materials for Plant Maintenance Non Capitalized Equipment Computers/ Network / Software Professional Development Operations and Housekeeping Services Janitorial/ Building Maintenance Equipment Lease and Rental Services and Operations IT Services Communications	Textbooks & Core Materials Books and other Reference Material Materials and Supplies Classroom Materials and Supplies Materials for Plant Maintenance Non Capitalized Equipment Computers/ Network / Software Professional Development Operations and Housekeeping Services Janitorial/ Building Maintenance Equipment Lease and Rental Services and Operations IT Services Communications TOTAL Services Secription Building Windows \$ \$ \$ \$

Remaining Balance

\$5,779.03

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 206 of 417

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$4,600.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
4315	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
	TOTAL		\$ -

Remaining Balance

\$4,600.00

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 207 of 417

AIPCS	Proposed 72- CFR (3/1)	/20 -12/30/20)				
			\$1	14,263.95		
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUI	DGET AMOUNT		
4100	Textbooks & Core Materials		\$	3,556.72		
4200	Books and other Reference Material					
4300	Materials and Supplies	Materials and Supplies	\$	42 <i>,</i> 508.07		
4315	Classroom Materials and Supplies	WACOM Tablets/ Student	\$	21,750.00		
4381	Materials for Plant Maintenance					
4400	Non Capitalized Equipment	Back up battery/Inventory system	\$	2,554.17		
4410	Computers/ Network / Software	Computers/ Carts/ Software	\$	26,245.00		
5210	Professional Development					
5500	Operations and Housekeeping Services					
5502/5601	Janitorial/ Building Maintenance	Janitorial/ Building Maintenance	\$	10,000.00		
5605	Equitment Lease and Rental					
5800	Services and Operations					
5877	IT Services					
5900	Communications	Crisis Communications	\$	7,650.00		
	TOTAL		\$	114,263.96		
Remaining Balance						

Powered by BoardOnTrack 208 of 417

AIPCS	Proposed 74- LMFF (3/1	./20 - 12/30/20)					
			\$1	19,734.00			
OBJECT CODE	EXPENSE TYPE	DESCRIPTION		OGET AMOUNT			
4100	Textbooks & Core Materials						
4200	Books and other Reference Material						
4300	Materials and Supplies						
4315	Classroom Materials and Supplies	School and teaching supplies	\$	18,034.00			
4381	Materials for Plant Maintenance						
4400	Non Capitalized Equipment						
4410	Computers/ Network / Software						
5210	Professional Development	Professional Development	\$	1,700.00			
5500	Operations and Housekeeping Services						
5502/5601	Janitorial/ Building Maintenance						
5605	Equipment Lease and Rental						
5800	Services and Operations						
5877	IT Services						
5900	Communications						
	TOTAL		\$	19,734.00			
Remaining Balance \$0.00							

COVID FUNDING BUDGET RATIONALE

RESOURCE NAME	OBJECT	ITEMS	Е	XPENSE	How does this apply to the compliant use of Covid Funds?
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Headphones - Rosetta Stone Headphones	\$	4,760.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	\$	1,485.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4315	Drawing WACOM tablets (90) Art Students	\$	18,000.00	Additional Materials needed to be purchased to support students who are learning from home.
General Fund Learning Loss Mitigation Funds	5210	Professional Development	\$	1,700.00	Support Distance Learning: Professional Development
CR: Learning Loss Mitigation based on Supplemental/Concentration	4315	Student Supplies: White Boards for Students	\$	3,750.00	Additional Materials needed to be purchased to support students who are learning from home.
OR: Learning Loss Mitigation based on Supplemental/Concentration	4100	Expended 8/8/2020: Learning Solutions Plus	\$	3,556.72	Additional Materials needed to be purchased to support students who are learning from home.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	5 Laptops for Students	\$	3,450.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4410	Computers for Students	\$	20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
CR: Learning Loss Mitigation based on Supplemental/Concentrtion	4300	Materials and Supplies	\$	42,508.07	Additional Materials needed to be purchased to support students who are learning from home.

Powered by BoardOnTrack 210 of 417

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC CHARTER II AIPCS II K-8

COVID FUNDING SUMMARY AIPCS II

American Indian Public Charter II								
				Encumbered Funds as	Balance of Funds			
Funding Resource	Expended as of October 31, 2020	Total Grant	Remaining Allocation	of 11/1/2020 -	Remaining for Expense			
						11/19/2020	Allocation	
32 COVID ESSER	\$16,349.32	\$ 182,661.00	\$166,311.68	\$ -	\$ 166,311.68			
71 COVID GEER	\$0.00	\$ 8,740.00	\$8,740.00	\$ -	\$ 8,740.00			
72 COVID Cares CFR	\$147,829.63	\$ 475,690.15	\$ 327,860.52	\$ 15,213.09	\$312,647.43			
74- COVID LŁM	\$0.00	\$ 56,352.00	\$ 56,352.00	\$ 5,070.19	\$51,281.81			
TOTALS	\$164,178.95	\$723,443.15	\$559,264.20	\$20,283.28	\$538,980.92			

For 2020-21 AIPCS II has received **\$723,443** in Covid support funding. As of 1st Interim (October 31, 2020), AIPCS II has expensed **\$164,179** leaving a balance of **\$559,264** to expense. As of November 19, 2020 AIPCS II had encumbered an additional **\$20,283** in expenses in our Purchase Order system. After deducting those expenses. AIPCS II has prepared a proposed budget for the remaining **\$538,981**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

COVID FUNDING SUMMARY AIPCS II

Expense Type Detail as of October 31, 2020

OBJECT CODE	EXPENSE TYPE	DESCRIPTION	AMOUNT EXPENDED (10/31/2020)	Encumbered Funds as of 11/1/2020 - 11/19/2020	То	tal Funds Expensed to 11/19/2020
4100	Textbooks & Core Materials	Text books	\$ 2,911.50	\$ -	\$	2,911.50
4200	Books and other Reference Material	Online Platform Curriculum	\$ 16,381.52	\$ -	\$	16,381.52
4300	Materials and Supplies	On Line Platform Access	\$ 7,873.04	\$ -	\$	7,873.04
4315	Classroom Materials and Supplies	Masks/Faceshields	\$ 30,262.16	\$ 961.88	\$	31,224.04
4381	Materials for Plant Maintenance	Washing stations	\$ 9,920.71	\$ -	\$	9,920.71
4400	Non Capitalized Equipment	Sneeze Guards	\$ 33,277.90	\$ 1,496.91	\$	34,774.81
4410	Computers/ Network / Software	Computers & Software	\$ 5,890.00	\$ -	\$	5,890.00
5210	Professional Development	Professional Development	\$ 1,234.27	\$ 5,070.19	\$	6,304.46
5500	Operations and Housekeeping Services		\$ 3,979.84	\$ -	\$	3,979.84
5502/5601	Janitorial/ Building Maintenance	Deep Cleanings/Faucet installations	\$ 45,209.56	\$ 12,754.30	\$	57,963.86
5605	Equipment Lease and Rental	Materials for Distance Operations	\$ 50.22	\$ -	\$	50.22
5800	Services and Operations	Installation of folding desks	\$ 7,120.00	\$ -	\$	7,120.00
5877	IT Services	Grammerly	\$ 59.90	\$ -	\$	59.90
5900	Communications	Drop Box-Virtual doc sharing	\$ 8.33	\$ -	\$	8.33
TOTAL			\$ 164,178.95	\$ 20,283.28	\$	184,462.23

Powered by BoardOnTrack 213 of 417

COVID FUNDING BUDGET PROPOSAL AIPCS II

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

			\$1	.66,311.68
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BU	DGET AMOUNT
4100	Textbooks & Core Materials			
4200	Books and other Reference Material			
4300	Materials and Supplies			
4315	Classroom Materials and Supplies			
4381	Materials for Plant Maintenance			
4400	Non Capitalized Equipment	Furniture	\$	45,264.00
4410	Computers/ Network / Software			
5210	Professional Development	Professional Development	\$	600.00
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance	Windows/ Air Flow Repairs	\$	97,615.93
5605	Equipment Lease and Rental			
5800	Services and Operations			
5877	IT Services			
5900	Communications			
TOTAL				143,479.93

Remaining Balance

\$22,831.75

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 214 of 417

COVID FUNDING BUDGET PROPOSAL AIPCS II

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$8,740.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
4315	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			\$ -

Remaining Balance

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

Powered by BoardOnTrack 215 of 417

\$8,740.00

COVID FUNDING BUDGET PROPOSAL AIPCS II

Proposed 72- CFR	(3/1/20 -12/30/20)
1 10 p 0 0 0 0 0 1 1 1 1	

			\$3	312,647.43
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BU	IDGET AMOUNT
4100	Textbooks & Core Materials			
4200	Books and other Reference Material			
4300	Materials and Supplies			
4315	Classroom Materials and Supplies	ELA supports/ white boards/tablets	\$	43,730.00
4381	Materials for Plant Maintenance	Materials for Plant Maintenance	\$	22,700.76
4400	Non Capitalized Equipment	Back up battery/Inventory system	\$	10,336.29
4410	Computers/ Network / Software	Computers/ Carts/ Software	\$	193,830.38
5210	Professional Development			
5500	Operations and Housekeeping Services			
5502/5601	Janitorial/ Building Maintenance	Janitorial/ Building Maintenance	\$	20,000.00
5605	Equipment Lease and Rental			
5800	Services and Operations			
5877	IT Services			
5900	Communications	Crisis Communications	\$	22,050.00
TOTAL				312,647.43
		\$0.00		

Remaining Balance \$0.00

COVID FUNDING BUDGET PROPOSAL AIPCS II

Proposed 74- LMFF (3/1/20 - 12/30/20)

OBJECT CODE

4100

Te

110p03ca 71 Livii 1 (5/1/2	.0 12/30/20/		
			\$51,281.81
EXPENSE TYPE	DESCRIPTION	В	BUDGET AMOUNT
extbooks & Core Materials	Books and online platform	\$	3,393.71
ooks and other Reference Material			
laterials and Supplies		\$	7,376.11
lassroom Materials and Supplies			
laterials for Plant Maintenance			
on Capitalized Equipment			
, /N, , l /C C	L t /C - ft	4	20 611 00

4200 Во 4300 Ma 4315 4381 Ma 4400 No Computers/Network/Software 4410 |Laptops/Software 30,611.99 \$ 5210 **Professional Development** Professional Development 9,900.00 Operations and Housekeeping Services 5500 5502/5601 Janitorial/Building Maintenance 5605 **Equipment Lease and Rental** Services and Operations 5800 5877 IT Services 5900 Communications \$ 51,281.81 **TOTAL**

\$0.00 **Remaining Balance**

COVID FUNDING AIPCS II BUDGET RATIONALE

	OBJECT	ITEMS	PROGRAM	EXPENSE	How does this apply to the compliant use of Covid Funds?
					Due to social distancing non traditional classroom space is required for in person instruction. Current furniture does not allow for social
	4400	Furniture: Desk for Elementary	305-Elemenatary	\$ 45,264.00	distancing
	4410	Student Computers / Carts Mr Ahmad	305-Elemenatary	\$ 105,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional computers are needed.
	4410	Student Computers Mr. Holmquist	320- Middle Schl	\$ 20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4315	Benchmark Advanced: Supplemental Materials	305-Elemenatary	\$ 10,000.00	Additional Materials needed to be purchased to support students who are learning from home.
	4410	XL Software: Online Learning Program	305-Elemenatary	\$ 7,500.00	Additional Materials needed to be purchased to support students who are learning from home.
	5800	Contractor for Professional Development regarding Culturally relivant distance instruction	K-8	\$ 4,900.00	Support Distance Learning: Professional Development
\prod	4/10	Mr Ahmad is getting the quotes for these items	305-Elemenatary	\$ 44,407.38	Additional Materials needed to be purchased to support students who are learning from home.
	4410	Headphones - Rosetta Stone Headphones (275 Units) for 6-8 Students	320- Middle Schl	\$ 4,760.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Headphones - Rosetta Stone Headphones (500 Units) for K-5 Students	305-Elemenatary	\$ 8,500.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	320- Middle Schl	\$ 1,485.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4410	Subscription for KAMI (Teacher PDF Editing subscription) \$99 Per Subscipt	305-Elemenatary	\$ 2,178.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
	4315	Drawing WACOM tablets (90) Art Students	320- Middle Schl	\$ 18,000.00	Additional Materials needed to be purchased to support students who are learning from home.

COVID FUNDING AIPCS II BUDGET RATIONALE

OBJECT	ITEMS	PROGRAM	EXPENSE	How does this apply to the compliant use of Covid Funds?
4400	Projectors (6) Wall mounted	320- Middle Schl	\$ 1,619.94	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4400	Projectors (6) Wall mount	320- Middle Schl	\$ 449.46	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4400	Projectors Portable (already expended): reclass to correct coding	320- Middle Schl	\$ 884.88	Students and teachers are now required to engage consecutive learning. This increases the need for equipment to support scoail distancing and remote learning.
4410	Laptops/ Cart	305-Elemenatary	\$ 30,611.99	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
5210	Professional Development:	320- Middle Schl	\$ 5,000.00	Support Distance Learning: Professional Development
4315	Student Supplies: White Boards for Students	320- Middle Schl	\$ 3,750.00	Additional Materials needed to be purchased to support students who are learning from home.
4315	Audio Book Program: Learning Ally ELA Program	320- Middle Schl	\$ 12,000.00	Additional Materials needed to be purchased to support students who are learning from home.
4100	Already Expended 8/8/2020: Learning Solutions Plus : Reclass to correct coding	320- Middle Schl	\$ 3,393.71	Additional Materials needed to be purchased to support students who are learning from home.
4381	Plant Maintenance	K-8	\$ 22,700.00	To reduce potential of Covid exposure
5210	Professional Development: Materials	320- Middle Schl	\$ 600.00	Support Distance Learning: Professional Development
5610	Installation of Pressure Tranducer	K-8	\$ 3,380.00	HVAC ventilation systems needed upgrades to increase airflow to reduce potential Covid exposure
5610	Repair on Trane Condensing Unit	K-8	\$ 21,784.00	HVAC ventilation systems needed upgrades to increase airflow to reduce potential Covid exposure

Powered by BoardOnTrack 219 of 417

COVID FUNDING SUMMARY AND PROPOSAL AMERICAN INDIAN PUBLIC HIGH SCHOOL **AIPHS 9-12**

COVID FUNDING SUMMARY AIPHS

American Indian Public High									
Funding Resource	Expen	ded as of October 31, 2020		Total Grant		Remaining Allocation	Encumbered Funds as of 11/1/2020 - 11/19/2020		Balance of Funds maining for Expense Allocation
32 COVID ESSER	\$	15,693.68	\$	81,798.00	\$	66,104.32	\$ -	\$	66,104.32
71 COVID GEER		\$0.00	\$	6,440.00	\$	6,440.00	\$ -	\$	6,440.00
72 COVID Cares CFR	\$	84,825.95	\$	295,308.30	\$	210,482.35	\$ 41,203.70		\$169,278.65
74- COXID LLM	\$		\$	39,537.00	\$	39,537.00			\$39,537.00
TOTAL		\$100,519.63		\$423,083.30		\$322,563.67	\$41,203.70		\$281,359.97

For 2020-21 AIPHS has received **\$423,083** in Covid support funding. As of 1st Interim (October 31, 2020), AIPHS has expensed **\$100,520** leaving a balance of **\$322,564** to expense. As of November 19,2020 AIPHS had encumbered an additional **\$41,204** in expenses in our Purchase Order system. After deducting those expense. AIPHS has prepared a proposed budget for the remaining **\$281,360**.

The two highlighted budgets require the expenses to incur on or before December 30,2020

COVID FUNDING SUMMARY AIPHS

Expense Type Detail as of October 31, 2020

OBJECT CODE	EXPENSE TYPE	DESCRIPTION	AMOUNT EXPENDED (10/31/2020)	En	cumbered Funds as of 11/1/2020 - 11/19/2020	To	tal Funds Expensed to 11/19/2020
4100	Textbooks & Core Materials	Online Class Materials	\$ 5,759.36	\$	-	\$	5,759.36
4200	Books and other Reference Material		\$ -	\$	-	\$	-
4300	Materials and Supplies		\$ -	\$	-	\$	-
4315	Classroom Materials and Supplies	Hepa Filters/School Supplies	\$ 29,453.46	\$	-	\$	29,453.46
4381	Materials for Plant Maintenance		\$ -	\$	-	\$	-
4400	Non Capitalized Equipment	Masks, Faceshields, Sneeze Guards	\$ 16,565.74	\$	-	\$	16,565.74
4410	Computers/ Network / Software	Software	\$ 16,423.49	\$	-	\$	16,423.49
5210	Professional Development	Professional Development	\$ 352.55	\$	-	\$	352.55
5500	Operations and Housekeeping Services		\$ -	\$	-	\$	-
5502/5601	Janitorial/ Building Maintenance	Disinfecting, Deep Cleaning	\$ 30,496.65	\$	-	\$	30,496.65
5605	Equipment Lease and Rental		\$ -	\$	-	\$	-
5800	Services and Operations	Social Emotional support	\$ 1,468.38	\$	-	\$	1,468.38
5877	IT Services		\$ -	\$	-	\$	-
5900	Communications		\$ -	\$	-	\$	-
	TOT	AL	\$ 100,519.63	\$	-	\$	100,519.63

Powered by BoardOnTrack 222 of 417

COVID FUNDING: BUDGET PROPOSAL **AIPHS**

Proposed 32-COVID ESSER BUDGET (3/1/20-9/30/2022)

			\$66,104.32			
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT			
4100	Textbooks & Core Materials					
4200	Books and other Reference Material					
4300	Materials and Supplies	Materials for Distance learning	\$ 10,000.00			
43/15	Classroom Materials and Supplies					
4381	Materials for Plant Maintenance					
4400	Non Capitalized Equipment	Desk/Furniture	\$ 10,000.00			
4410	Computers/ Network / Software	Imac and Computers	\$ 14,000.00			
5210	Professional Development					
5500	Operations and Housekeeping Services					
5502/5601	Janitorial/ Building Maintenance					
5605	Equipment Lease and Rental					
5800	Services and Operations					
5877	IT Services					
5900	Communications					
	TOTAL					

Remaining Balance

\$32,104.32

For the 2020-2021 school year it is recommended to carryover the remaining funds to the 2021-2022 fiscal year

> Powered by BoardOnTrack 223 of 417

COVID FUNDING: BUDGET PROPOSAL

-Recommend to hold funds Proposed 71- COVID GEER BUDGET (3/13/20 - 9/30/22)

			\$6,440.00
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUDGET AMOUNT
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
43,15	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equipment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
	тот	AL	\$ -

Remaining Balance \$6,440.00

For the 2020-2021 it is recommended to carryover the funds into the 2021-2022 fiscal year

Powered by BoardOnTrack 224 of 417

COVID FUNDING: BUDGET PROPOSAL AIPHS Proposed 72, CEP (2/1/20, 12/20/20)

Proposed 72- CFR	(3)	/1/20) -12	/30	/20)
	、 ~ /	_, _ `		, – –	, – – ,

			\$1	.69,278.65			
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	BUI	DGET AMOUNT			
4100	Textbooks & Core Materials						
4200	Books and other Reference Material						
4300	Materials and Supplies	School Planners	\$	19,500.00			
4315	Classroom Materials and Supplies	PBIS Supports/ Music protecion and masks	\$	12,970.56			
4381	Materials for Plant Maintenance						
4400	Non Capitalized Equipment	Back up battery/Inventory System/Computers	\$	71,958.09			
4410	Computers/ Network / Software						
5210	Professional Development						
5500	Operations and Housekeeping Services						
5502/5601	Janitorial/ Building Maintenance						
5605	Equipment Lease and Rental						
5800	Services and Operations	Academic Mentors	\$	50,000.00			
5877	IT Services						
5900	Communications	Crisis Communications	\$	14,850.00			
	TOTAL						

Remaining Balance

\$0.00

COVID FUNDING: BUDGET PROPOSAL **AIPHS**

			\$3	39,537.00			
OBJECT CODE	EXPENSE TYPE	DESCRIPTION	ВИС	GET AMOUNT			
4100	Textbooks & Core Materials	Mental Health Textbooks	\$	8,745.00			
4200	Books and other Reference Material						
4300	Materials and Supplies						
4315	Classroom Materials and Supplies	Music Supplies (masks and protection)	\$	7,792.00			
4381	Materials for Plant Maintenance						
4400	Non Capitalized Equipment						
4410	Computers/ Network / Software	Anti bully software/ Chromebook order	\$	19,000.00			
5210	Professional Development	Materials for Professional Development/Social Em PD	\$	4,000.00			
5500	Operations and Housekeeping Services						
5502/5601	Janitorial/ Building Maintenance						
5605	Equipment Lease and Rental						
5800	Services and Operations						
5877	IT Services						
5900	Communications						
	TO	TAL	\$	39,537.00			
Remaining Balance \$							

Powered by BoardOnTrack 226 of 417

AIPHS COVID FUNDING

RESTRICTOR NUMBER	RESOURCE NAME	OBJECT	ITEMS	EXPENSE	How does this apply to the compliant use of Covid Funds?
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4315	School Planners (5 Years)	\$ 19,500.00	Additional Materials needed to be purchased to support students who are learning from home.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4315	PBIS Prizes	\$ 10,000.00	Positive incentives to support the social emotional needs of students in distance learning and incentivise increased student interaction in learning
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4430	Desks / School Furniture	\$ 10,000.00	Due to social distancing non traditional classroom space is required for in person instruction. Current furniture does not allow for social distancing
74	General Fund Learning Loss Mitigation Funds	5210	The New Art and Science of Teaching (More Than Fifty New Instructional Strategies for Academic Success) (The New Art and Science of Teaching Book Series) 50 Books	\$ 1,300.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	5210	Raising the Rigor: Effective Questioning Strategies and Techniques for the Classroom (Teach Students to Write and Ask Their Own Meaningful Questions)	\$ 1,350.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	5210	Distance Learning Playbook	\$ 1,350.00	Distance Learning / PD: Additional Materials needed to be purchased to support students who are learning from home.
74	General Fund Learning Loss Mitigation Funds	4410	No Bullying Schools (5-Year Anti-Bullying Reporting System)	\$ 9,000.00	Socioemotional Support: Additional Materials needed to be purchased to support students who are learning from home.
7/2	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4200	Mental Health 101 (500 Textbooks)	\$ 8,745.00	Socioemotional Support: Additional Materials needed to be purchased to support students who are learning from home.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4400	Mac desktop computers (10) / 5 iPads	\$ 30,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4400	Teacher computers - laptops (25)	\$ 17,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrion	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 74	\$ 20,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
74	General Fund Learning Loss Mitigation Funds	4315	Music Supplies: Instrument Mask and guards	\$ 8,000.00	Additional Materials needed to be purchased to support students who are learning from home to prevent Covid spread.
74	General Fund Learning Loss Mitigation Funds	4315	MakeMusic	\$ 2,640.00	Additional Materials needed to be purchased to support students who are learning from home to prevent Covid spread.
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	5800	Interim Academic Deans (Since July 1)	\$ 50,000.00	Support Distance Learning: Teacher Support and Professional Development
74	General Fund Learning Loss Mitigation Funds	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 72	\$ 10,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.
32	Elementary & Secondary School emergency relief (ESSER)	4300	Supplies	\$ 10,000.00	Additional Materials needed to be purchased to support students who are learning from home.
32	Elementary & Secondary School emergency relief (ESSER)	4410	Mac desktop computers (10) / 5 iPads	\$ 14,000.00	Students and teachers are now required to work and learn remotely. This increases the wear and tear on equipment. In order to maintain the one to one technology access, additional technology are needed.

Associated Quotes for Items over \$8,000 are attached to the addendum

RESTRICTOR	SOURCE	ОВЈЕСТ	ITEM	VENDOR	QUOTE	AMO	UNT
32	ESSER	4400	Furniture Desk Elementary School	School Outfitters	QUO11247881	\$	45,263.66
32	ESSER	4400	Furniture Desk High School	Worthington Direct	10580815	\$	9,042.91
32	ESSER	5601	Windows	AMA Glass	Estimate Dated 6/24/2020	s	89,850.00
<u> </u>	,	000.	· · · · · · · · · · · · · · · · · · ·	, true t Glado	Estimate Bated 6/24/2626	<u> </u>	00,000.00
32 /	ESSER	4410	IMAC Computers	APPLE	2206763090*	\$	43,296.00
32	ESSER	5610	Repair on Trane Condensing Unit	Carrier Corp	2071Q685282	\$	21,784.00
32	ESSER	5610	Install Tranducer Across Air Handler	Carrier Corp	2071Q685230-1	\$	3,380.00
TOTAL (ESSER) ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF FUND QUOTES \$					\$	212,616.57	
	CARES RELIEF						
72 /	FUND	4300	School Planner	School Planner	Quote dated 11/18/2020	\$	19,397.57
72/	CARES RELIEF FUND	4410	Inventory System	School Dude	Q-209464	\$	2,024.51
72	CARES RELIEF FUND	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.36
7/2	CARES RELIEF FUND	4410	Chromebooks/Carts-Middle	CDW /APPLE	LTDF672	\$	38,604.64
72	CARES RELIEF FUND	4410	Chormebooks/Carts-High	CDW	LTDF508*	\$	28,953.48
72	CARES RELIEF FUND	4410	IMAC Computers	APPLE	2206763090*	\$	43,296.00
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000072223185.2	\$	7,000.00
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000073376105.1	\$	11,208.24
72	FUND	4410	Software-Elementary	TCI -subscription	TCI Quote	\$	5,082.00
			TOTAL (CRF) Cares Relief Funds: Learnin	ng Loss Mitigation based on :	Supplemental and Concentration	\$	241,857.23
74	LLMF	4100	Mental Health Textbooks	Character Programs	2714		8,745.00
74	LLMF	4410	Anti Bully Software	Character Programs	2713	\$	9,000.00
74	LLMF	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.36
TOTAL (LMFF) General Fund Learning Loss Mitigation Funds					\$	907,621.96	

DUPLICATE ORIGINAL PHOTOCOPY
Original with: Kim Schuarcz
LAW OFFICES OF ROBB & ROSS (MILL VALLEY)

FIRST AMENDMENT TO THE ROBERTO FAMILY TRUST DATED JULY 12, 2012

THIS FIRST AMENDMENT is made this ________ day of ________, 2015, between RONALD R. ROBERTO, also known as RONALD RICHARD ROBERTO, and GENEVIEVE M. ROBERTO, also known as GENEVIEVE MARIE ROBERTO, as Trustors, and RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, as Trustees, with respect to the following:

<u>Recitals</u>

- 1. RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, husband and wife, are Trustors and Trustees (hereafter referred to as "Trustors") of The Roberto Family Trust dated July 12, 2012 (hereafter "the Trust").
- 2. Pursuant to Paragraph 13 of the Trust, the Trust may be amended from time to time during the lifetimes of both trustors by an instrument in writing delivered to the trustees.
- 3. By this document, trustors wish to amend the Trust for the first time.

Amendments

FIRST: Trustors hereby add the following new Paragraph 9.2.25 to Paragraph 9.2 on page 15 of the Trust titled "Pecuniary Distributions":

"9.2.25. The sum of Fifty Thousand Dollars (\$50,000) shall be distributed to Trustors' friend, REBECA DELEON, 85 North Ave., Apt. 2A, San Rafael, CA, 94903, if she is then living, otherwise, this distribution shall lapse and shall be added to the residue of the trust estate."

1272

KY A.R.

SECOND: Trustors hereby confirm the handwritten correction made to Paragraph 9.2.3 on page 12 of the Trust. Paragraph 9.2.3 shall read as follows:

> "9.2.3 The sum of One Hundred Thousand Dollars (\$100,000) shall be distributed to Wife's grandnephew, GUILLAUME BRASSIE, Le Couvent, France, if he is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate."

THIRD: Trustors hereby restate Paragraph 27.1 on page 26 in its entirety as follows:

> "27.1. **During Joint Lifetimes.** Trustors are currently co-trustees of the Trust. Trustors intend that on the execution of this First Amendment, RONALD will resign as co-trustee. GENEVIEVE intends that after his resignation she will appoint KIM SCHWARCZ as co-trustee. If GENEVIEVE is unable or unwilling to continue to serve as co-trustee, KIM SCHWARCZ shall continue to serve as sole trustee. If KIM SCHWARCZ is unable or unwilling to continue to serve as a co-trustee, GENEVIEVE shall appoint a professional fiduciary to serve as co-trustee. If GENEVIEVE is unable or unwilling to appoint a cotrustee, KIM SCHWARCZ shall appoint a professional fiduciary to serve as co-trustee or as successor sole trustee.'

FOURTH: Trustors hereby restate Paragraph 27.2 on page 26 in its entirety as follows:

> "27.2. After Death of First Spouse. On the death of the Deceased Spouse if the Deceased Spouse is RONALD, GENEVIEVE and KIM SCHWARCZ shall continue as co-trustees of each and every trust thereupon established under this Agreement. If GENEVIEVE for any reason, including death, is unable or ceases to act as cotrustee of any such trusts, then KIM SCHWARCZ shall

PRR PRR

Powered by BoardOnTrack

continue as sole trustee of each and every trust thereupon established under this Agreement.

On the death of the Deceased Spouse if the Deceased Spouse is GENEVIEVE M. ROBERTO, KIM SCHWARCZ shall act as sole trustee of each and every trust thereupon established under this Agreement."

<u>FIFTH</u>: In all other respects, the provisions of the Trust are hereby confirmed and approved.

RONALD R. ROBERTO

Trustor/Trustee

GENEVIEVE M. ROBERTO

Trustor/Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MARIN

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. BELL
Commission # 2036835
Notary Public - California
Marin County
My Comm. Expires Sep 11, 2017

OX. Bell

H:\R\Roberto\Trust.Amend..wpd

1

Rend R. Resustor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MARIN

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K, Bell

K. BELL
Commission # 2036835
Notary Public - California
Marin County
My Comm. Expires Sep 11, 2017

Powered by BoardOnTrack

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. <u>Adobe Reader</u>:

FPM_Findings_Coverpage.xlsx

7 (11	MS K-12 College Prep Charter District - All	ivio opeciai board iviceting - Agenda - ivionday	November 30, 2020 at 0.30 i ivi
	AIDCC II. Fodovol Drogov	vom Monitorina 2020 202	04 Natification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
4	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
,	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
,	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
1	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
4	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
,	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
,	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
,	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
1	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
•	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings
	AIPCS II - Federal Progr	ram Monitoring 2020-202	21 Notification of Findings

Preliminary



California Department of Education Federal Program Monitoring 2020-21 Notification of Findings

October 23, 2020

This is the official Notification of Findings (NOF) report of the review visit conducted by the California Department of Education (CDE). Because the methodology of the review involves sampling, it is not an assessment of all legal requirements. Nevertheless, the local educational agency (LEA) is responsible for operating its federal categorical programs in compliance with all applicable laws and regulations.

Local Educational Agency: American Indian Public Charter II (01612590114363)

Review Date(s): 10/21/2020 - 10/23/2020

Regional Team Leader(s): Arik Rub, 916-319-0953

FPM Coordinator(s): Marisol Magana, 510-893-8701 Ext. 13

Tiffany Tung, 510-893-8701 Ext. 23 Marisol Magana, 510-220-9985 Vannee Chand, 510-893-8701

Program Reviewed	Program Reviewer	Total Findings
Compensatory Education (CE)	Monique Moton	4
English Learner (EL)	Unity Sakamoto	9
Expanded Learning Programs (EXLP)	Iqbal Badwalz	4

The LEA is required to resolve each Federal Program Monitoring (FPM) finding within 45 calendar days which ends on 12/07/2020. Corrective actions made to resolve findings must be implemented at all sites in the LEA and the new procedures must be used in the future.

When a FPM finding cannot be resolved within this 45 calendar day period, the LEA submits a resolution agreement request using the "Resolution Agreement" process via CMT. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

NOTE: Copies of this report were distributed to the Agency. This is a public report and must be made available upon request. (California Public Records Act, Government Code section 6250)

Sites Reviewed	Programs Reviewed
No sites included in this review.	

Monitoring Results by Program

Compensatory Education



Preliminary

American Indian Public Charter II (01612590114363)

1. CE 10: Allocations and Reporting

LEAs must disburse Title I, Part A funds in accordance with the approved Consolidated Application and Reporting System (CARS).

The share of Title I, Part A funds to be reserved for homeless children and youths shall be determined based on the total allocation received by the LEA and prior to any allowable expenditures or transfers by the LEA.

American Indian Public Charter (AIPC II) submitted evidence. (i.e. 2019 – 20) AICS II Title I Labor Report, 2019-20 General Ledger). However, it was not clear how AIPC II reserves, tracks, and expends Title I, Part A related budget and expenditures as certified in CARS.

AIPC II must upload to the California Monitoring Tool (CMT) 2019-20 and 2020-21 LEA Budget and Expenditure documents that detail the specific Title I expenditures provided for each reservation as indicated in CARS.

2. CE 11: Allowable Use of Funds

LEAs must disburse Title I, Part A funds in accordance with the approved CARS. The share of Title I, Part A funds to be reserved for homeless children and youths shall be determined based on the total allocation received by the LEA and prior to any allowable expenditures or transfers by the LEA.

AIPC II submitted evidence. (i.e. 2019 – 20) AICS II Title I Labor Report, 2019-20 General Ledger). However, it was not clear how AIPC II reserves, tracks, and expends Title I, Part A related budget and expenditures as certified in CARS.

AIPC II must upload to the CMT 2019-20 and 2020-21 LEA Budget and Expenditure documents that detail the specific Title I expenditures provided for each reservation as indicated on CARS.

3. CE 14: Local Educational Agency Administrative Charges; Time and Effort

The LEA must properly charge and document allowable salaries and wages that are reasonable and necessary in accordance with applicable Title I, Part A program requirements and federal accounting requirements.

A review of the evidence for AIPC II consisted of 3 time accounting records; of which two records were incomplete and a third document was blank; duty statements and an 2019-20 Position Control Report which was uploaded on October 22, 2020 at 1:30 p.m. after the deadline. The CDE reviewer was notified after the 1:00 p.m. final evidence upload deadline that there were 12 AIPC II staff members who were funded in 2019-20, not three members as originally indicated.

To date, the LEA has not resubmitted to the CMT one complete time and effort record per Title I Part A funded staff that documents that the salaries are reasonable and necessary as noted in

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

Title I, Part A program and federal accounting requirements. As a result, without receiving the aforementioned information, the salaries as noted are not allowable expenditures under Title I, Part A.

The 2019-20 list of Title I Part A funded staff (which was submitted to the CMT on 10/22/20 at 1:30 p.m.) now reflects the following AIPC II staff (an asterisk after a name listed below denotes the original three names provided to the CDE and those interviewed by the CE reviewer)

Christopher Ahmad, Brian Cabrera*, Cassandra Choi, Mjya Gardner, Stephanie Gaston, Jamelle Jacques, Lawrence Migdale, Vanessa Oden, Carlos Rodriguez*, Charlton Sharpe, Justin Shelmire*, and Axia Vang.

AIPC II must upload to the CMT established written policies and procedures for documenting time and effort of employees that work on Title I (e.g. federal programs) to ensure that sound internal controls and reconciliation of processes are in place; upload one complete time and effort document (i.e. personnel activity reports, semiannual certifications, or other equivalent records) for each of the AIPC II staff funded in part or fully with Title I, Part A; and upload a reverse journal entry for each of 12 staff (salary and benefits) listed above for the first three months of the school year 2019-20. The LEA must credit the journal entry amount back into Title I, Part A fund and cover the amount of the salaries with an alternate funding source.

4. CE 15: Local Educational Agency Equipment Inventory

The LEA spending Title I, Part A funding on equipment shall maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500 or more per unit.

To date, AIPC II has not provided evidence or a comment for this item.

AIPC II must upload to the CMT a historical inventory record, as per instrument item 15(a - I) for each piece of equipment with an acquisition cost of \$500 or more per unit with Title I, Part A funds. If the LEA has not purchased any equipment that meets the aforementioned, please post a comment in the CMT at the instrument item level reflecting that information.

English Learner

1. EL 02: District English Learner Advisory Committee (DELAC)

A school site with 21 or more English learners (ELs), and an LEA with more than 51 ELs must establish a parent advisory committee.

A review of documentation and interviews with parent members of the English Learner Advisory Committee (ELAC) and District English Learner Advisory Committee (DELAC) reveal both advisory committees are not completing the required legal tasks of either committee.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

AIPC II must establish a single parent advisory committee which completes all legally required tasks of an ELAC and DELAC. This corrective action requires all of the following documents to demonstrate completion. Evidence Document 1: The charter school must provide documentation which demonstrates all EL parents at the site were provided an opportunity to vote for the EL parent members of the parent advisory committee. Evidence Document 2: The charter school must provide a final roster of all parent advisory committee members which demonstrates the committee is comprised of at least 50 percent EL parents. Evidence Document 3: The charter school must provide a sign-in sheet from the first meeting held by the new parent advisory committee. The meeting must have been attended by at least 1 EL parent member. Evidence Document 4: The charter school must provide the agenda and minutes from the first meeting. The agenda must reflect an annual goal to accomplish all legally required tasks of a DELAC typical of any single site district of similar size.

2. EL 03: EL Identification and Assessment

Each LEA shall administer the English Language Proficiency Assessments for California (ELPAC) initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment. Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil.

After review of documentation provided, the LEA has not demonstrated it administers the ELPAC initial and summative as required by state and federal laws. The LEA has not demonstrated it provides alternate assessment, annual assessment, and designated supports for ELs with an IEP.

AIPC II must complete the following 2 corrective actions.

Corrective Action 1: For each EL on the combined data spreadsheet, the LEA must provide the most recent date and score of ELP assessment. Alternatively, the LEA must explain why an ELPAC assessment date is not provided. If the student takes an alternate ELP assessment, the LEA must state so and identify the alternate assessment.

Corrective Action 2: IEP #1 must be amended to include the most recent ELPAC assessment scores. IEP #2 must be provided in its entirety, or amended to indicate the following: a.) whether the student is an EL; b.) if the student is reclassified c.) all other ELPAC assessment information required to be included in an IEP for an EL. IEP #3 must be amended to include all ELPAC assessment information required to be included in an IEP for an EL. To demonstrate completion of this corrective action, the charter school must provide all 3 amended IEPs with all appropriate

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

signatures.

3. EL 04: Implement, Monitor & Revise Title III Plan

Each LEA and consortium receiving Title III funds must annually update, implement, and monitor a Title III plan for the use of funds in a subgrant year. Title III subgrantees must use the funds to increase the ELP of ELs by providing effective language instruction educational programs that meet the needs of ELs and demonstrate success in overcoming language barriers and student academic achievement. Each LEA receiving Title III Immigrant funds must provide instructional opportunities for immigrant children and youth.

A review of documentation provided, and a review of CDE records confirms that AIPC II was the lead of a 3 member Title III consortium in 2019-20. CDE records confirm that the consortium is not fully formed for 2020-21. The memorandum of understandings (MOUs) from 2016-17 and 2020-21 endow AIPC II with fiscal responsibility for Title III funds awarded. A review of the documentation provided reveals discrepancies between the Title III Plan, the MOUs, and actual expenditures. Additionally, AIPC II has not demonstrated it has monitored its use of funds for 2019-20, nor has it updated and implemented an annual plan which aligns with its 2020-21 MOU.

The charter school, as consortium lead, must complete the following corrective actions. Corrective Action 1: The consortium lead must align it's 2020-21 Title III plan and it's 2020-21 MOU to accurately reflect the planned expenditures for Title III during the current subgrant year. To demonstrate completion of this corrective action, the charter school must provide an updated Title III plan which reflects only activities and expenses which are allowable under the Title III program. If the charter school updates the MOU as a result of updating the Title III plan, then it must also provide a copy of the updated MOU. Corrective Action 2: The charter school must provide any needs assessment or program evaluation and all supporting data which was used to determine goals and updates for the 2020-21 Title III plan. Corrective Action 3: The charter school must definitively state whether it intends to complete its formation of a Title III consortium for 2020-21 and then provide documentation to support the decision reflected in the statement.

4. EL 07: Supplement, Not Supplant with Title III

General fund resources must be used to provide services and programs for ELs, including English Language Development (ELD) and access to the standard instructional program. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds. Each LEA must use Title III funds only to supplement, not supplant federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for ELs and immigrant children and youth and in no case to supplant such federal, state, and local public funds. LEA must properly assess charges for direct or indirect costs of Title III Limited English Proficient (LEP) and immigrant student funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee. pursuant to Uniform Guidance under Title II of the Code of Federal Regulations (CFR): Grants and Agreements (2 CFR Section 200.430[i]), Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must be based on a system of internal controls which provides reasonable assurances that the charges are accurate, allowable, and properly allocated. Also pursuant to Uniform

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

Guidance under Title II of the CFR: Grants and Agreements (2 CFR Section 200.403[g]), in order to be allowable under federal awards, costs must be adequately documented.

A review of documentation provided reveals the LEA does not properly assess charges for direct or indirect costs of Title III LEP and immigrant student funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee. Additionally, the LEA has not demonstrated compliance with Uniform Guidance to properly document costs charged to federal programs, specifically Title III.

AIPC II must complete the following corrective actions.

Corrective Action 1: The charter school, as the consortium lead, must reverse all Title III funds awarded during 2019-20. To demonstrate completion of this corrective action, the charter school must provide to the CDE a fiscal record showing the total amount of Title III funds reversed from general funds.

Corrective Action 2: The charter school, as the consortium lead, must provide a current general ledger for Title III resources for the current fiscal year (2020-21). The general ledger must include all of the following: chart of accounts, beginning and ending balance, detailed transaction line items which include vendor name and purchase date. The general ledger must identify the federal resource code for which it is recorded and maintained.

Corrective Action 3: The charter school must develop an internal control and policy which details the uses, allowable activities, internal approval, and method of documenting Title III expenses. To demonstrate the completion of this corrective action, the charter school must provide to the CDE a written document approved by the local governing board which describes in detail the adopted local policy for expending and approving usage of Title III resources. The document must identify a staff member or members who will grant such approval for Title III activities and other expenditures.

Corrective Action 4: The charter school must update, revise, or re-develop a job description for the Educational Coordinator position which accurately reflects the total activity for which the employee is compensated from Title III as well as any and all other funding sources, not exceeding 100 percent of the compensated activities. To demonstrate completion of this corrective action, the charter school must submit to the CDE, a completed job description which meets the requirements specified above.

5. EL 08: Time and Effort Requirements (Title I and Title III)

Each employee funded in part from Title III and in part from a second funding source, or any employee paid from multiple cost objectives, must provide support for the distribution of their salary or wages among specific activities or cost objectives, or an approved sampling method must be used. Each employee funded solely under Title III must complete a semiannual certification of such employment. Additionally, pursuant to Uniform Guidance under Title II of the CFR: Grants and Agreements (2 CFR Section 200.61-62, and Section 200.303), the LEA must establish and maintain effective internal control over the Federal award that provides

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

reasonable assurance that the LEA is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

A review of documentation provided, as well as interviews and discussions with LEA leadership and employees, reveals that AIPC II has not established such internal controls as required by state and federal laws. Additionally, AIPC II has not established any time and effort policies or procedures to ensure that the distribution of salary and wages among specific activities or cost objectives are accurately documented and reported.

AIPC II must complete the following 3 corrective actions.

Corrective Action 1: The charter school must develop written time and effort reporting policies and procedure which comply with the California School Accounting Manual Procedure (CSAM) 905 as well as Education Department General Administrative Regulations (EDGAR) and Uniform Guidance requirements identified in 2 CFR Section 200.61-62, and Section 200.303. The time and effort policies and procedures must include requirements for all federal programs and additionally must specifically address the supplemental and restrictive nature of Title III program resources. To demonstrate the completion of this corrective action, the LEA must submit to the CDE a written document approved by the local governing board which details time and effort reporting policies and outlines the procedures of time and effort approval by a staff member with expertise in the EDGAR, Uniform Guidance requirements and Title III. The LEA must additionally identify the staff member or members who will grant such approval for Title III activities and other expenditures.

Corrective Action 2: The charter school must establish and implement, as part of its time and effort policies and procedures, a process by which any federally funded employee records the specific activities performed during the time compensated with each and any federal funding source. In order to demonstrate completion of this corrective, this policy and correlating procedure must appear in the written policies and procedures.

Corrective Action 3: The charter school must provide training in the new policy to: 1). all employees who are funded in part, or in whole, with Title III resources; and 2). all employees who review, approve, or determine expenditures for Title III resources. To demonstrate completion of this corrective action, the charter school must provide to the CDE, a roster of training attendees, a sign-in sheet, and training materials.

Corrective Action 4: The charter school must develop a time and effort reporting documentation process compliant with CSAM Procedure 905, to be completed by federally funded employees on a monthly or semiannual basis as appropriate to the cost objective and federal funding portion of the employee's salary and wage compensation. To demonstrate completion of this corrective action, the charter school must submit to the CDE a minimum of 3 months of time and effort reporting for each Title III funded employee.

6. EL 10: Reclassification

LEA must reclassify a student from EL to proficient in English by using a process and criteria

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

that includes, but is not limited to the following:

assessment of ELP, teacher evaluation, opportunities for parent consultation and opinion, and comparison of student performance.

A review of documentation provided reveals that AIPC II has not adopted the ELPAC overall 4 as the sole requirement for criterion 1, as adopted by the state board.

AIPC II must complete the following corrective action. The charter school must revise its reclassification criteria to remove any additional requirements it currently imposes in addition to the ELPAC overall 4 in criterion 1. To demonstrate completion of this corrective action, the charter school must provide an updated board approved document reflecting reclassification criterion 1 as an ELPAC overall 4.

7. EL 11: Teacher EL Authorization

Teachers assigned to provide ELD and instruction in subject matter courses for ELs must have the appropriate authorizations.

A review of documentation provided reveals that AIPC II employs teachers of record without appropriate EL authorization.

The charter school must complete the following corrective action. For each teacher whose EL authorization is indicates as "N/A", please provide either the EL Authorization, Temporary County Certificate, or an explanation describing why the EL authorization does not apply. For any teachers who do not have ELs assigned to their classroom, please provide a class roster of student names with EL status indicated for each.

8. EL 14: ELD

As part of the standard instructional program provided through general funds, all identified ELs must receive a program of ELD instruction, which shall include designated and integrated ELD. ELD instruction must be designed for ELs to develop proficiency in English as rapidly and effectively as possible and to meet state priorities. Each LEA must take appropriate action to overcome language barriers that impede equal participation by students in instructional programs. Title III funds shall be used to supplement the standard instructional ELD program. ELD must be based on sound educational theory, implemented effectively with adequate resources and personnel, and, after a trial period, evaluated for its effectiveness in overcoming language barriers.

A review of documentation provided reveals that AIPC II does not provide a comprehensive program of ELD which includes designated and integrated ELD as presented in the ELD framework. Documentation provided presents designated ELD as an intervention and does not consistently present designated ELD as a protected time during the regular school day. Additionally, documentation does not present integrated ELD as instruction in which the stateadopted ELD standards are used in tandem with the state-adopted academic content standards

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

in all academic subject matters.

The charter school must complete the following 3 corrective actions.

Corrective Action 1: The charter school must develop a comprehensive description of its ELD program or programs. The program description must include all of the following information: definitive identification of the adopted ELD curriculum (or curricula) and for which grade levels it is used, a description of designated ELD program content for all grades present in the LEA (K-8) and all ELP levels, a description of how ELs are grouped, the EL authorization held by the ELD teacher, and a complete description of the role of any classified staff in the implementation of the ELD program and an identification of such staff by job title. For grades 6-8, the program document must additionally include designated ELD course descriptions which identify each designated ELD course's grade and ELP level. The program description must also address integrated ELD and the instructional strategies used in subject matter content and courses for all grade levels (K-8). To demonstrate completion of this corrective action, the charter school must provide the program document to the CDE.

Corrective Action 2: The charter school must implement designated ELD as protected time during the regular instructional day. To demonstrate completion of this corrective action, the charter school must provide a current teacher daily schedule from all K-5 teachers at AIPC II.

Corrective Action 3: The charter school must submit the evaluation process it used to select its current ELD curriculum as well as any evaluation, supporting data or other documentation which was used. If this is not available, then charter school must conduct a comprehensive evaluation to determine the effectiveness of its current ELD program in overcoming language barriers. To demonstrate completion of this corrective action, the charter school must provide a program evaluation either prior to, or after the implementation of, it's current ELD program.

9. EL 15: Access to Standard Instructional Program

Each LEA must ensure that ELs in middle and high school are not denied participation in the standard instructional program, which, at a minimum, means enrollment in the standard instructional program of core curriculum courses including reading/language arts, mathematics, science, and history/social science, and courses required for middle school grade promotion. Each LEA must monitor student academic progress and provide additional and appropriate educational services to ELs in grades TK–12 for the purposes of overcoming language barriers in each subject matter.

A review of documentation provided reveals that AIPC II does not have a standard process for providing intervention support to ELs in subject matter courses, nor does the charter school have a standard procedure for monitoring the academic progress of ELs in order to facilitate such services.

The charter school must complete the following corrective action. The charter school must develop a formalized procedure for monitoring the academic progress of ELs in order to effectively place the students into subject matter intervention for all grade levels. The procedure

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

must include guidelines and criteria for placement in intervention as well as criteria for exiting such intervention. To demonstrate completion of this corrective action, the charter school must provide the completed document to the CDE.

Expanded Learning Programs

1. EXLP 09: Funding Direct Services to Pupils

LEA allocates no less than 85 percent of total grant amount to the school site for direct services to pupils. The agency spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.

After reviewing documentation submitted by AIPC II, there was insufficient evidence to substantiate if the agency allocates no less than 85 percent of total grant amount to the school site for direct services to pupils and spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.

AIPC II must submit documentation, financial activity reports, Bay Area Community Resources (BACR) invoices processed by the agency for payments that shows at least 85 percent of expenditures at BACR were for direct services to students and no more than 15 percent is spent on administrative costs, which includes any indirect costs. The agency must also submit documentation in the CMT to show how any fee charged to students parents is expended.

2. EXLP 10: Local Contribution of Cash or In-Kind

LEAs operating an After School Education & Safety Program (ASES) program obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount. Facilities or space usage may fulfill not more than 25 percent of the required local match.

After reviewing documentation submitted by AIPC II, there was insufficient evidence to substantiate that the agency obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount.

AIPC II must submit to the CMT documentation, financial activity reports, including a description of the expenditure, date, vendor, and resource code to demonstrate that the agency obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount.

3. EXLP 11: Supplement not Supplant

LEAs use categorical funds only to supplement, and not supplant, state and local funds.

After reviewing documentation submitted by AIPCII, there was insufficient evidence to substantiate whether the agency uses categorical funds only to supplement, and not supplant,

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.



Preliminary

American Indian Public Charter II (01612590114363)

state and local funds.

AIPC II must submit to the CMT documentation, financial activity reports, including a description of the expenditure, date, vendor, and resource code to demonstrate that the agency uses categorical funds only to supplement, and not supplant, state and local funds.

4. EXLP 16: Staff Minimum Qualifications

LEAs must ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide according to the district policies.

Based on the review of staff documentation uploaded by AIPC II, and the unavailability of a list of all expanded learning staff at the site, the CDE was unable to verify that all staff members who provide direct services to pupils meet the minimum qualifications.

AIPC II must provide in the CMT a list of all staff providing the expanded learning services, and evidence that all staff who directly supervise pupils meet the minimum requirements for an instructional aide according to the agency's policies. Evidence may include: Certificate of Completion of the Paraprofessional Exam, or a transcript demonstrating that staff members have acquired the required amount of 48 undergraduate semester units. In addition, the agency must submit in the CMT similar documentation for staff providing fee-based programing at this site.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

Board Policies

Cover Sheet

Board Policy 315 Federal Fund Management

Section: III. Action Items

Item: A. Board Policy 315 Federal Fund Management

Purpose: Vote

Submitted by:

Related Material: AIMS semi-annual-certification-template.docx

BP 315 Federal Fund Management.docx personnel-activity-report-template.xlsx



Semi-Annual Certification Activity Report for Employees Working on a Single Cost Objective School Year __2020-2021_____

School Site_____

Federal Program:	Title I	
For the Six-Month Period of: (0	Circle the completed six month time period an January-June 20 July-December 20	nd fill in the year)
	below worked 100% of their time in the above the federal program stated above. *Include	
Employee Name	Employee Title	
	JOB DESCRIPTION	
Employee Signature	Date	
Supervisory Official's Signature	Date	_

This form is to be completed every six months for any employee who is paid solely with federal funds from a single cost objective.

A school that has any staff that are split funded between Title I and another funding source must instead complete a Time and Effort Program Activity Report (PAR).

American Indian Model Schools Fiscal Policy

FP- 315 Federal Fund Management

The Board of Trustees recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(BP - <u>309 Budgets</u>)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(BP – 312 Financial Reporting)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(BP - 311 Record Retention and Disposal)

- 4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
- 5. Comparison of actual expenditures with budgeted amounts for each federal award
- 6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
- 7. Written procedures for determining the allow ability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

American Indian Model Schools Fiscal Policy

(BP -601 Disposal of Property and Equipment)

(AR – 315 Federal Funding Management Inventory)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(FP-1500 Management and Reporting Procedures)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Presented to Board November 30, 2020

Cover Sheet

Administrative Regulation 315a Federal Fund Management

Section: III. Action Items

Item: B. Administrative Regulation 315a Federal Fund Management

Purpose: Vote

Submitted by:

Related Material: AR 315a Federal Fund Management.docx

AR 315(a) Federal Fund Management

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(AR. 315(d) Federal Fund Management: Compliancy Review)

(BP. 302 – Basis of Presentation)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers

the price to be reasonable and maintains written evidence of this reasonableness in the record of all micropurchases. (2 CFR 200.67, 200.320)

- 2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320). The micro threshold has been defined as \$10,000.
- 3. Contracts for goods or services over the bid limits required by Public Contract Code <u>20111</u> shall be awarded pursuant to California law Bids, unless exempt from bidding under the law.
- 4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)
- 5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
- 6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$35,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. Verify through the US Department of Labor (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Board of Trustees member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with Board policy - Conflict of Interest.

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

(BP- 1100 Cash Management Procedures)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

(AR-315(c) Time Accounting)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(BP- 311 Record Retention and Disposal)

Appendices

Procurement

Micro-purchase means an <u>acquisition</u> of <u>supplies</u> or services using <u>simplified</u> <u>acquisition procedures</u>, the aggregate amount of which does not exceed the <u>micro-purchase</u> threshold.

Micro-purchase threshold means \$10,000

Cover Sheet

Administrative Regulation 315b Federal Fund Inventory

Section: III. Action Items

Item: C. Administrative Regulation 315b Federal Fund Inventory

Purpose: Vote

Submitted by:

Related Material: AR 315b Federal Fund Inventory.docx

AR 315(b) Federal Fund Management Inventory

Inventories

In order to provide for the proper tracking and control of district property, the Superintendent or designee shall maintain an inventory of equipment in accordance with law for the following:

- 1. All equipment items currently valued in excess of \$500 (Education Code 35168)
- 2. All equipment items purchased with state and/or federal categorical funds that have a useful life of more than one year with an acquisition cost of \$500 or more per unit.

In addition, the Superintendent or designee may maintain a list of specific items which shall be inventoried for internal control purposes regardless of their initial cost or current value.

The inventory shall contain a record of the following information: (Education Code 35168; 5 CCR 3946)

- 1. Name and description of the property
- 2. Identification number
- 3. Original cost of the item of equipment or a reasonable estimate if the original cost is unknown
- 4. Date of acquisition
- 5. Location of use
- 6. The date and method of disposal

(FP-601 Disposal OF Property and Equipment)

In addition to the information specified in items #1-6 above, the following information shall be recorded for equipment acquired with state and/or federal categorical funds unless otherwise specified in law: (5 CCR 3946; 2 CFR 200.313)

- 1. Source of the property (funding source)
- 2. Titleholder
- 3. Percentage of federal participation in the cost of the property
- 4. Use and condition of property
- 5. Sale price of the property upon disposition and method used to determine current fair market value

(FP-314 Federal Fund Management)

At the time of purchase, the Superintendent or designee shall affix a label to the equipment containing the identification number and the district name. Equipment items purchased with categorical program funds shall also be labeled with the name of the project in accordance with 5 CCR 3946.

Whenever an equipment item is moved to a new location or the equipment is used for a new purpose, the new location or purpose shall be recorded in the inventory.

A copy of the inventory shall be kept at the district office and at the appropriate school site.

(FP-311 Record Retention and Disposal)

The Superintendent or designee shall annually submit an inventory listing of federally owned property in its custody to the federal agency that granted the award. (2 CFR 200.312)

Physical Inventory

At least once every two years, a physical inventory of equipment shall be conducted and the results reconciled with the property records. (2 CFR 200.313)

The Superintendent or designee shall establish procedures for conducting the physical inventory which shall include, but not be limited to, designation of person(s) responsible for coordinating and conducting the inventory, preparation and distribution of count sheets, procedures for implementing the inventory, and procedures for conducting a recount to substantiate the validity of the inventory.

The Superintendent or designee shall investigate any differences between the quantities determined by the physical inspection and those in the accounting records.

EQUIPMENT INVENTORY- Federal Program Monitoring

AIMS K-12 Equipment Inventory-4400 Object Code

The LEA spending Title I, Part A funding on equipment must maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500-\$4999 per unit. The record describes the acquisition by:

- (a) BCSD Asset Tag #
- (b) Type/description
- (c) Model/name
- (d) Serial number
- (e) Funding source
- (f) Acquisition date
- (g) Cost (Financial)

- (h) Location
- (i) Current condition
- (j) Transfer, replacement or disposition of obsolete or unusable equipment

AIMS Operations Department must conduct a physical check of the inventory of equipment within the past two years and reconcile the result with inventory records.

A. ORDERING:

Title I Equipment (costing more than \$500) is for supplemental purposes and must be for student use. This expenditure must be included in the SPSA and or an SPSA Addendum. The LCAP Advisory Committee must approve Title I equipment as documented on the Equipment Justification Form.

B. DISTRICT INVENTORY FOR ITEMS OVER \$500

Any piece of equipment costing \$500 (not including tax and delivery charges) or more (not to exceed \$4999) must be labeled and inventoried. Inventories must be completed and maintained and a working file kept on file at all times.

C. SCHOOL TECHNOLOGY INVENTORY FOR ITEMS PURCHASED FOR LESS THAN \$500

Items purchased less than \$500 must reflected in the Purchase Order System Spendwise and also be kept track of on google inventory form.

D. MAINTENANCE AGREEMENTS

Schools must check with Operations to ensure that accurate contracted maintenance costs are budgeted.

EQUIPMENT INVENTORY PROCEDURES

Inventory Printouts

Our Back office provider (CSMC) will email an electronic equipment inventory printout to the schools, Director of Operations and Chief Business Officer. Equipment purchased for \$500 or more will be on the inventory printout. (Other resource codes that may exist: 3010-Title I, 4035-Title II, 4203-Title III and/or 010-ASES). The designee in charge of equipment inventory must use the printout as their working copy. Please check the printout for accuracy and update any items that have been relocated to different locations.

Discard Instructions

To discard furniture or a large quantity (more than 5 items):

- ✓ Find a location on campus to store items. The location should be a non-accessible area to students and safe from weather.
- ✓ Email <u>operations@aimsk12.org</u> the description, quantity, and the location where the items are stored forms.

Stolen Items

A "Incident Report" form must be completed for items which are stolen from your site. You need to attach any backup you have (i.e. requisitions, inventory list, PO's) so the correct item can be removed from your inventory.

(If stolen items are over \$10,000 in value, then contact Kellie Minor at kellie.minor@aimsk12.org

Legal Reference:

EDUCATION CODE

35168 Inventory of equipment

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with consolidated application funds 16022-16023 Classification of records 16035 Historical inventory of equipment

UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Presented to Governance Committee November 10,2020

Cover Sheet

Administrative Regulation 315c Federal Fund Time Accounting

Section: III. Action Items

Item: D. Administrative Regulation 315c Federal Fund Time Accounting

Purpose: Vote

Submitted by:

Related Material: AR 315c Federal Fund Management Time Accounting.docx

AR 315(c) Federal Fund Management Time Accounting

HEAD OF SCHOOL/SITE MANAGER RESPONSIBILITIES

Each Head of Schools or designated site manager must ensure that all federally funded employees are familiar with the time documentation guidelines and are complying with these requirements. Please review the Employee Guidelines outlined below.

FEDERALLY FUNDED EMPLOYEE TIME DOCUMENTATION

Documentation is required to ensure that the district is properly charging salaries and wages that are reasonable, necessary and allowable in accordance with applicable federal program requirements. The resource codes involved with federal programs reviewed by CDE and that require time accounting forms are Title I Part A & D (Resource 3010 Restrictor 01); Title II Part A Resource 4035 Restrictor 02), Title III EL (Resource 4203 Restrictor 03), and Title IV (if allocated by CDE)

ESEA

Title I Part A (3010)

- Must be used to supplement the basic program
- Site employees cannot participate in administrative or clerical duties
- Intent is to provide support for low income students to become academically proficient in State Standards

Title II Part A (4035)

• to increase the academic achievement of all students by helping schools and district= improve teacher and principal quality through professional development and other activities

Title III EL (4203)

- support to ensure English learners in California, attain English proficiency,
- support so that English learners develop high levels of academic attainment in English
- support so that English learners meet the same challenging state academic standards as all other students

Local Control Funding Formula (LCFF)

- Considered State "general" funds not categorical
- Employees funded with only LCFF do not participate in time accounting.
- Time Accounting is ONLY required if LCFF is combined with Title I, II, III, IV)

Federal Time Accounting

A requirement for the use of federal funds for salaries, time accounting certification records must be maintained and collected.

If an employee is paid with federal funds, documentation must be completed to reflect that the employee worked on that specific federal program and cost objective.

The following three components must be met for acceptable use of federal funds:

- 1. Necessary
- 2. Reasonable
- 3. Allocable (Time spent on compliant duties, proves ability to be allocated)

Types of Time Accounting:

- 1. Semi-Annual Fully Funded
- 2. Semi-Annual / Single Cost Objective
- 3. Personnel Activity Report (PAR) Multi-funded

TIME ACCOUNTING FORMS: SEMI-ANNUAL CERTIFICATION AND PERSONNEL ACTIVITY REPORT

SEMI-ANNUAL CERTIFICATION for EMPLOYEES FUNDED WITH 100%, ONE RESOURCE.

Title I, Part A&D
Title II, Part A
Title III LEP

3010- Restrictor 01
4035- Restrictor 02
4203- Restrictor 03

If an employee works 100% on one activity and is paid through one federal funding source only, they will sign this form twice a year, which is submitted after each six-month work period. Some examples of these employees may be instructional aides or resource teachers at one school site working on one goal area on a set schedule.

1.) January (July-December) 2.) June/July (January-June)

All duties must be supplemental and allowable under a Federal Title program.

If position is 100% Title I a Semi-Annual Time Accounting certification is completed twice a year.

- ✓ The Job description is embedded in the form.
- ✓ Originals are kept at the school site.
- ✓ Head of School or Administrative designee submits signed copies to Operations Department after work is completed.

Activity Report for Em	mi-Annual Certification ployees Working on a Single Cost Objective Year2020-2021
School Site	
Federal Program:	Title I
For the Six-Month Period of: ((Circle the completed six month time period and fill in the year) January-June 20 July-December 20
	below worked 100% of their time in the above six-month time the federal program stated above. *Include only staff fully
Employee Name	Employee Title
	IOB DESCRIPTION
Employee Signature	Date
Supervisory Official's Signature	Date

<u>SEMI-ANNUAL CERTIFICATION with SCHEDULE FOR MULTI-FUNDED SITE BASED EMPLOYEES</u> (Substitute System of Time Accounting)

If a multi-funded employee works on one goal (or cost objective), their schedule does not change, and they stay in one location, they may complete the SEMI-ANNUAL CERTIFICATION twice a year. In order to use this form, the employee MUST submit one accurate work schedule with each Semi-Annual Certification form. The schedule must include information such as time periods, grades, and subjects.

should reflect alignment between th for salary	ne work expended on the spe
Resource/Restrictor	Percentage
3010 - Restrictor 01	
4035 - Restrictor 02	
4203 - Restrictor 03	
rcentage is populated is based on your pos	itions current year funding
Resource/Restrictor	Percentage
0000- Restrictor 0	
erform in each program shown:	
units statement of offers supported the -	have programs and I have full be see
	4035 - Restrictor 02 4203 - Restrictor 03 rcentage is populated is based on your poserform in each program shown:

A school that has any staff that are split funded between Title I and another funding source must instead complete

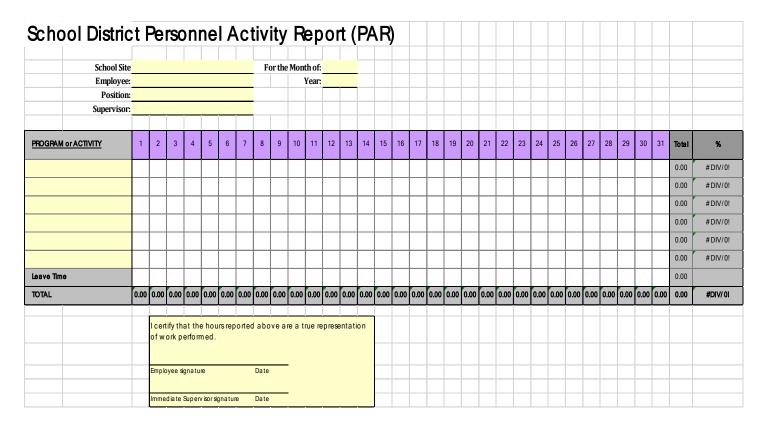
a Time and Effort Program Activity Report (PAR).

PERSONNEL ACTIVITY REPORT (PAR) - Calendar for Multiple Funding and Multiple Cost Objectives

If the employee's work schedule varies daily or throughout the month, and/or the employee works at multiple sites, the employee should document daily activities, identify each program for which work was performed, and the daily time dedicated to each program. The total documented time for the day should equal to the actual hours worked.

All multi-funded, multiple cost objective employees must complete PARs on a monthly basis.

- 1. PARS must be submitted after the work month by the 10th of following month.
- 2. Cannot be submitted or signed after the last day of the following month



Personnel Activity Report (PAR) Procedures

All multi-funded personnel responsible for completing a PAR will:

- Complete & submit one description of duties annually to Operations Department.
- Document their activities, per program, during their contracted hours on the Excel PAR Activity Report
- Employee Print and sign completed Excel PAR Activity Report after the last working day of each month
- Submit Excel PAR Activity Report monthly to site designee for Head of Schools to review and sign.
- Site designee will submit copies all signed Excel PAR Activity Reports to Operations Department (operations@aimsk12.org) by the 10th of the following month. (i.e. August PAR forms will be due September 10, 2020).

All personnel sign time accounting certifications AFTER work is performed. All original Time Accounting forms, with original signatures must be kept at school site for five years.

Procedures to Review Federal Positions:

A review of each federal funded position will occur annually.

Each Head of School will:

- 1. Provide evidence of the identified need, alignment to LCAP/SPSA goals, and intent of funding for each position.
- 2. Submit an annual job description(Duty Statement) for each multi-funded position.
- 3. Submit monthly Personnel Activity Records (PAR) for each multi-funded position.

District (Operations/HR/Finance) will:

- 1. Review and confirm school steps 1-3.
- 2. Conduct a semi-annual fiscal review to determine if funds are allocated appropriately/aligned to work performed.
- 3. Make fiscal reconciliations if review results in misalignment.

*If school is retaining the multi-funded position for the next school year, funding must be adjusted and reflected on the Position Action Form (PAF).

REVIEW AND APPROVAL CYCLE:

Personnel Activity Report (PAR): After the last day of each month, the employee signs and submits their PAR completed, to their supervisor for review. The supervisor must date and sign the PAR after the end of the month and submit by the 10th of the following month. PARS cannot be signed or submitted after the last day of the following month.

Semi-Annual Certification: This form must be submitted in January (covering the July-December work period) and June (covering the January – June work period). In June, Semi-annuals can be signed on the last day of work for the employees' school year.

FORM SUBMISSION:

All forms must be sent either hard copy to:

American Indian Models Schools 171 12th Street Oakland 94607 Attn: Operations Department

OR Scanned and emailed to: operations@aimsk12.org

EMPLOYEE TRAINING:

Time Accounting training materials and forms can be found at XXXXX. Time Accounting presentations are given in August of each year and updated throughout the year during Staff Professional Development days.

A PAR Technical Assistance workshop is given each fall. Supervisors and staff that are funded by Federal Programs will be notified prior to training and provided funding percentages.

If you have any questions on compliance or form completion, please contact ?????? Programs at Whomever@aimsk12.org.

RECONCILIATION PROCESS

Personnel Activity Report (PAR):

- 1. Head of Schools or designated assignee collects the PAR form from all employees that are required to complete it. The Pars is reviewed by the Head and signed before submission to the Operations Department. The department ensures that all forms are received, are complete, and provides copies to the Accounting Fiscal Services Executive Assistant.
- 2. The Accounting Fiscal Services Office Assistant reviews each PAR and compares it to the actual payroll expenditure ledger to confirm reported time activity agrees to the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on calendars.
- 3. Operations, Fiscal Services, Heads of Schools and/or Program Coordinator meet to review any variance in excess of 10% and provide recommendations to the Superintendent
- 4. Operations, Fiscal Services, Human Resources Heads of Schools and Superintendent (Cabinet) meet to review, discuss, and provide course of action for discrepancies. Budget Services moves expenditures and/or updates the budget to align with the PAR per Cabinets authorization and direction.
- 5. Reconciliation occurs quarterly in July, October, January and April, to coincide with each budget or actuals reporting period.

Semi Annual Certification:

1. Head of Schools or designated assignee collects the Semi-Annual form from all employees that are required to complete it. The Pars is reviewed by the Head and signed before submission to the Operations Department. The Operations department ensures that all forms are received, are complete, verifies the single cost objective, and provides copies to the Accounting Fiscal Services Executive Assistant.

- 2. The Accounting Fiscal Services Executive Assistant reviews each semi-annual and compares it to the actual payroll expenditure ledger to confirm semi-annual agrees to the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on semi-annual forms.
- 3. Operations, Fiscal Services, Heads of Schools and/or Program Coordinator meet to review any variance in excess of 10% and provide recommendations to the Superintendent
- 4. Operations, Fiscal Services, Human Resources Heads of Schools and Superintendent (Cabinet) meet to review, discuss, and provide course of action for discrepancies

Cover Sheet

Administrative Regulation 315 d: Federal Fund Management: Compliancy Review Process

Section: III. Action Items

Item: E. Administrative Regulation 315 d: Federal Fund Management:

Compliancy Review Process

Purpose: Vote

Submitted by:

Related Material: AR 315d Federal Fund Management Compliancy Review.docx

AR 315(d) Federal Fund: Compliancy Review Process

Compliant Use of Funds:

In order to ensure the compliant use of federal Funds, the Superintendent and designee shall follow the protocols for the compliancy review process:

The Superintendent, in partnership with the Chief Business Officer, Director of Human Resources, Director of Operations and Manager of Operations compose the Compliance Review Committee to review the compliant use of designated funds and all required documentation in accordance with the Federal Guidelines.

FEDERAL FUNDS: COMPLIANCY REVIEW PROCESS

July

• Compliane Committee: Meet to review and align (prior year) Federal Time Accounting Records and Expenses.

August

- Compliane Committee: Meet to review (current year) Federal Expenses and approved programs for all schools: Identify Federally Funded Staff
- Compliane Committee: Provide Heads with Federal Fund Management Training
- Compliane Committee: Provide Federal Funded Staff with Time Accounting Training

September

• PAR: All multi-funded staff must submit Personnel Activity Report (August)

October

• PAR: All multi-funded staff must submit Personnel Activity Report (September)

November

- PAR: All multi-funded staff must submit Personnel Activity Report (October)
- **Compliance Committee:** Review Interim expenses with Heads of Schools to ensure alignment with program SPSA.
- Compliance Committee: Reviews Time Accounting submissions for accuracy

December

- PAR: All multi-funded staff must submit Personnel Activity Report (November)
- Compliance Committee: Reviews Time Accounting submissions for accuracy
- Chief Business Officer: Review expenses to ensure alignment with federal allocation requirements
- **Human Resources:** Circulate Communication to Heads: Semi Annual Time Accounting Submission requirements and submission date

Janaury

- PAR: All multi-funded staff must submit Personnel Activity Report (December)
- **Human Resources:** Sends out Semi-Annual Reporting for Completion as outlined in AR 315(c): Federal Fund Management Time Accounting.
- Compliance Committee: Reviews Time Accounting submissions for accuracy

February

• PAR: All multi-funded staff must submit Personnel Acitivy Report (January)

March

- PAR: All multi-funded staff must submit Personnel Activity Report (February)
- Preliminary Allocation for Federal Funds are provided to Heads
- Heads begin allocation planning

April

- PAR: All multi-funded staff must submit Personnel Activity Report(March)
- Compliance Committee: Reviews Time Accounting submissions for accuracy
- **Head of Schools/ELD:** engage LCAP Advisory Committee (serving as the SSC) to APPROVE the proposed expenses for the next fiscal year
- **Head of Schools/ELD:** submit SPSA and Committee minutes documenting the approval of proposed expenses to Compliance Committee for review and approval
- Compliance Committee: reviews for compliance (If approved, continue process; If denied, revisit and resubmit)

May

- PAR: All multi-funded staff must submit Personnel Activity Report (April)
- Heads of Schools/ELD: Approved SPSA submitted for Board Approval
- Approved plans and projected budgets submitted to finance to be reflected in the Adopted Budget.
- **Human Resources:** Circulate Communication to Heads: Semi Annual Time Accounting Submission requirements and submission date
- Compliance Committee: meets to finalize and align information for Consolidated Application Submission.

June

- PAR : All multi-funded staff must submit Personnel Activity Report (May/June)
- **Human Resources:** Sends out Semi-Annual Reporting for Completion as outlined in AR 315(c): Federal Fund Management Time Accounting.
- Chief Business Officer: Consolidated Application completed
- Chief Business Officer: Adopted Budget and Consolidated Application submitted to Board for Approval
- Chief Business Officer: Adoption Budget Submitted to OUSD

 $(PAR = PERSONNEL\ ACTIVITY\ REPORT)$

CE 10: Allocations and Reporting

CE 11: Allowable Use of Funds

AIMS K-12 College Prep Charter District - AIMS Special B	soard Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
CF 4.4. Lacal Educational Again	. A desirate the Chause at Time and
	y Administrative Charges; Time and
	y Administrative Charges; Time and Effort

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting -	- Agenda - Monday November 30, 2020 at 6:30 PM
CF 15: Local Educational Agency	Fauipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory
CE 15: Local Educational Agency	Equipment Inventory



AIPCS I & II

AIPHS

Downtown Oakland Campus

Lakeview Campus

171 12th Street Oakland, CA 94607

746 Grand Avenue Oakland, CA 94610

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

American Indian Public Charter School II

CE 15: Local Educational Agency Equipment Inventory

There are no items that were acquired that cost \$500 or more per unit that were purchased with Title I, Part A funds.



IMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM	l
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	
EL 02: District English Learner Advisory Committee (DELAC)	

AIMS K 12 College Pror	Charter District AIMS	Chaoial Board Mosting	Agondo Mondovil	November 30, 2020 at 6:3	O DM
Alivio K-12 College Prer	o Charter District - AliviS	Special Board Meeting -	· Adenda - Ivionday i	November 30 2020 at 6.3	U PIVI

EL 03: EL Identification and Assessment

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
EL 04: Implement, Monitor & Revise Title III Plan

AIMS K-12 Consortium, Title III

Elementary and Secondary Education Act, Title III, Part A, English Learner Student Program Subgrant Consortium

Memorandum of Understanding, 2020-2021 School Year

This Memorandum of Understanding represents the agreed-upon program, services and products to be provided to English learner (EL) students in American Indian Public Charter (AIMS Middle School), American Indian Public Charter School II, American Indian Public High School (AIMS High School) (Members), during the **2020-2021** school year. The American Indian Public Charter School II (AIPCS II) will act as lead local educational agency (LEA) and member. The consortium shall be named the AIMS K-12 Consortium (the Consortium).

AIPCS II will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports and maintain fiscal records. The Consortium will plan to expand all Title III funds during the **2020-2021** grant year. AIPCS II must continue to serve as the fiscal agent for the Consortium for the duration of the 27 months grant period and/or until all the funds are expended, after which time the California Department of Education (CDE) will bill the AIPCS II for any remaining balance.

According to the **2020-2021** California Longitudinal Pupil Achievement Data System information submitted by the Members to the CDE, the AIMS K-12 Consortium enrolled 353 EL students, which results in a subgrant amount of approximately **\$27,570**. In its role as the lead LEA, AIPCS II will support a total amount of programs, services, and products as indicated below:

Program/Service/Product	Approximate Cost	Delivery Date	Provided By
Purchase of 20 Spanish/English bilingual dictionaries and 50 bilingual dictionaries in other languages.	\$2,000	11/2020	ELD Department
Purchase of supplemental instructional materials.	\$5,000	8/17/2020	ELD Department
Costs of ELD programs and materials for after school	\$1000	8/17/2020	ELD Department
Provide professional development series regarding effective EL instructional practices to consortium teachers.	\$8,000	8/17/2020	ELD Department
ELD Consultant	\$8,570	11/2020	ELD Department
Parent engagement for ELLs in grades K-12 with a focus on culturally relevant and engaging materials and approach to learning.	\$3000	12/2020	ELD Department
Total Consortium Grant allocation	\$27,570		ELD Department

Changes regarding the provision, the scope and/or nature of these services must be made by agreement of the Members. Funds must be used before the 27 months grant period ends.

In addition to the above services and products, AIPCS II will coordinate regular meetings for the purpose of assessing the needs of the consortium.

Also, AIPCS II will be responsible for completing and submitting the Annual Report and any other reports to the CDE. Signature of each LEA representative represents the indication that the consortium has met and conferred and the Member LEAs are in agreement to all stated.

Signatures of Authorized Representatives:

Consortium Lead LEA Representative Superintendent	Consortium Member LEA Representative Head of School
Print Name: Maya Woods-Cadiz	Print Name: Maurice Williams
Signature:	Signature:
Date:	Date:
Consortium Member LEA Representative Head of School	Consortium Member LEA Representative Head of School
Representative	Representative
Representative Head of School	Representative Head of School

MEMORANDUM OF UNDERSTANDING

Between
Nathalie Longree-Guevara
And
American Indian Model Schools

This Memorandum of Understanding (MOU) for professional development is entered by and between Nathalie Longree-Guevara and American Indian Model School, hereinafter referred to as AIMS.

PERIOD OF AGREEMENT

The term of this agreement shall begin on November 30, 2020 through December 31, 2020. The expectation is the work will be completed by the end of the day on December 2, 2020.

COMPENSATION

Under the terms of this agreement, AIMS shall pay an amount equal to one thousand two-hundred dollars (\$1,200) per 1 full day of services for up to 6 2/3 days of service, or \$8,000. One full day is considered 7 hours. Work may be in a full day, half day or by the hour depending on needs of AIMS and availability of both parties.

SCOPE OF WORK

Nathalie Longree-Guevara shall provide technical support related Title III compliance. Specifically, she will provide the following technical support to remediate the following corrective actions to the extent possible for 6 2/3 days and based on the prioritization and directions of AIMS.

1) EL 02: District English Learner Advisory Committee (DELAC)

Provide guidance on how to implement parent DELAC voting during distance learning. Ensure AIMS is in compliance in providing ELAC for each school site and a DELAC or combining the ELAC and DELAC for each school site.

2) EL 14: ELD

Assist in creating the following required documents:

Corrective Action 1: The charter school must develop a comprehensive description of its ELD program or programs. The program description must include all of the following information: definitive identification of the adopted ELD curriculum (or curricula) and for which grade levels it is used, a description of designated ELD program content for all grades present in the LEA (K-8) and all ELP levels, a description of how ELs are grouped, the EL authorization held by the ELD teacher, and a complete description of the role of any classified staff in the implementation of the ELD program and an identification of such staff by job title. For grades 6-8, the program document must additionally include designated ELD course descriptions which identify each. designated ELD course's grade and ELP level. The program description must also address integrated ELD and the instructional strategies used in subject matter content and courses for all grade levels (K-8). To demonstrate completion of this corrective action, the charter school must provide the program document to the CDE.

Corrective Action 3: The charter school must submit the evaluation process it used to select its current ELD curriculum as well as any evaluation, supporting data or other documentation which was used. If this is not available, then charter school must conduct a comprehensive evaluation to determine the effectiveness of its current ELD program in overcoming language barriers. To demonstrate completion

of this corrective action, the charter school must provide a program evaluation either prior to, or after the implementation of, it's current ELD program.

3) EL 15: Access to Standard Instructional Program

The charter school must complete the following corrective action. The charter school must develop a formalized procedure for monitoring the academic progress of ELs in order to effectively place the students into subject matter intervention for all grade levels. The procedure must include guidelines and criteria for placement in intervention as well as criteria for exiting such intervention. To demonstrate completion of this corrective action, the charter school must provide the completed document to the CDE.

I would like guidance on what is an effective and efficient way to progress monitor our ELs and monitor our RFEPs. I mentioned we are going to use Illuminate, since we have that platform already to house our data. I need to have a formalized procedure in writing that places the students into intervention. "The procedure must include guidelines and criteria for placement in intervention as well as criteria for exiting such intervention."

4) Revise/Create/Edit Master Plan

Assist in creating/revising AIMS's Master Plan for English Learners to ensure coherence and clear procedures and processes.

5) Additional items:

Assist	AIMS	in pr	oviding	a n	eeds	asses	smen	t or	program	evaluation	and a	all s	supporting	data	which	was	used	to
detern	nine go	oals a	and upo	late	s for t	he 20	20-21	Titl	le III plan									

Guidance on how to align ELD standards with ELA grade level standards middle school novel study curriculum

Guidance on ELD courses for secondary and creating an exit criteria.

Guidance on Observation, Checklist, PLC follow through after a PD training to check if strategies are being used.

Possible PD on Integrated/Designated ELD.

Nathalie Longree-Guevara	Date	Vannee Chand, AIMS	Date
		Maya Woods Cadiz, AIMS	Date

AIPCS TITLE III PLAN 2020-2021

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

As part of the district professional development, we will provide educators with a series of professional development focusing on both Integrated and Designated ELD, to strategically target and support academic language production and acquisition within and through ELA, Math and other core content areas. We will dive into the ELA/ELD Framework and CA ELD Standards to build comprehension and academic vocabulary acquisition in English Language Arts, word problem solving skills in Mathematics and work on reading skills in other core subjects.

AIMS K-12 College Prep School District will continue to train teachers throughout the year on effective lesson planning and effective ELD strategies using the ELA/ELD Framework and ELD/CCSS. We will also train instructional aides and ELD teachers to use the ELPAC Practice tests during instructional time to maximize student access to the ELPAC Summative test. In addition, principals, school leadership, and administrators will receive EL resources in a google drive along with teachers. Lead dept. teachers will be given the opportunity to attend training on EL strategies in their area of expertise.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

- 1.Place students new to the country in ELD courses to acquire English language and learn about American culture.
- 2. Provide additional support for students new to the country by using supplemental materials and provide daily instruction in integrated and designated ELD; utilizing instructional aide to decrease group size while ELD teacher or general ed. Teachers provide designated ELD.
- 3. Provide sufficient aligned intervention materials, support and training for targeted populations and areas of needed growth.
- 4. Provide training to instructional aides to further differentiate instruction by focus on support in basic/survival vocabulary, school routines, study skills, support for acclimating to U.S schools.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

The district conducted a feedback survey to determine the effectiveness of the ELD program. In 2020-2021, the district adjusted the ELD program to improve the quality of instruction, implementation, etc. They include: 1) Provided teachers with newcomers toolkit and EL strategies. 2) The general ed teacher or ELD teacher will deliver designated ELD instruction for a daily, 20-30minute period; 3) Designated ELD materials will be from Dataworks and Benchmark Advance; district-adopted English Language Arts/English Language Development curriculum will be used during Designated ELD; 4) Instructional aide will continue to provide push-in/pull-out intervention instructions; 5) EL progress will be monitored frequently throughout the year, this will drive intervention instruction and progress reports are given to parents along with information on EL progress; 6) We will continue to utilize the multiple assessments housed in our database system and spreadsheet to identify students' specific needs, respond instructionally, and monitor progress. 7) Additional support is given during ELD after-school where homework support is provided and language programs will be available. 8) ELD Professional Development in Integrated and Designated happens every couple of months to increase teacher's practice in ELD.

To ensure English proficiency and academic achievement classroom teachers and/or ELD teachers represent the majority in providing daily, 20-30-minute designated ELD instruction and Integrated ELD to English learners. We will continue to have instructional aides instruct small student groups with targeted, high quality language instruction. All EL students will receive Designated ELD services on a daily basis. We assess English Learners, annually and initially, using the ELPAC. In addition to the ELPAC, we monitor all students, including ELs, through a benchmark and progress monitoring system. Our site based teams support a continual procedure of data analysis to respond instructionally as students' progress. Our instructional aides have access to student progress data in order to customize small group instruction, supplemental to core instruction, that addresses students' needs in the areas of meaning, language, content, expression, and foundational skills.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

- 1. Provide supplemental, aligned intervention materials, support and training for targeted populations and areas of needed growth.
- 2. Continue daily designated ELD courses supported by ELD teachers to enhance and develop immigrants' knowledge on American Civics.
- 3.Instructional aide provides additional personnel to reduce group size, intensify instruction in basic skills for specially identified students, and increase the frequency of instruction that would otherwise not be met by the classroom teacher alone.
- 3. Continue to provide teacher professional development on Integrated ELD and Designated ELD research-based best practices for Language Arts, Math and other core subjects.

4. Continue to provide curricular materials that address Designated and Integrated ELD, designed to target the needs of English Learners according to their language proficiency.

AIMS K-12 College Prep Cha	arter District - AIMS Special B	Board Meeting - Agenda -	Monday November 30, 20	020 at 6:30 PM
EL 07	: Supplement, N	Not Supplant v	with Title III	
		• •		



American Indian Model Schools

ELD Coordinator

DESCRIPTION

Under the direction of the Superintendent or designee, the Coordinator serves as an educational leader of the school. The ELD Coordinator is accountable to the Superintendent or designee for the quality of teaching, curriculum, instruction, postsecondary preparation, and the achievement of students.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists school administrators for the purpose of supporting them in meeting the needs of English Language Learners.
- Conducts meetings with staff for the purpose of coordinating districtwide activities including disseminating and receiving information, planning and implementing activities/events, addressing operational issues, etc.
- Confers with staff as may be appropriate regarding instructional techniques, organization of practices, etc. for the purpose of providing guidance and mentoring.
- Coordinates a variety of administrative activities (e.g. screening, interviewing, recommending, and/or orienting program staff; etc.) for the purpose of ensuring a positive learning environment and the efficient use of resources within the specified program area.
- Coordinates language proficiency testing (e.g. LPAC) for the purpose of identifying students that qualify for English Language Development programs.
- Identifies program needs (e.g. instructional materials and equipment, etc.) for the purpose of providing input to school administration that will enhance the ELD program.
- Monitors District and Site level advisory committees (e.g. DELAC, ELAC) for the purpose of ensuring compliance and obtaining input to maximize program effectiveness.
- Monitors inventory of instructional materials, equipment and supplies for the purpose of identifying required items to provide instruction in accordance with established curriculum.
- Participates in meetings, workshops, trainings, and seminars (e.g. site management team, specialized staff, district curriculum, etc.) for the purpose of conveying and/or gathering information required to perform functions.
- Prepares a variety of reports and written materials (e.g. District ELD plan, benchmark objectives, supply orders, equipment inventory, etc.) for the purpose of documenting activities and ensuring compliance with established guidelines.
- Recommends budget expenditures for the purpose of addressing curricular, equipment and supply needs required to implement the instructional program.
- Researches new material and recommends pilot projects for the purpose of providing the most effective program for the students.
- Responds to inquiries from school personnel for the purpose of providing information, assistance and/or direction related to the grade level or special area activities.

EDUCATION AND EXPERIENCE

- Masters' Degree in educational related field
- Possesses or eligible for Administrative Services Credential (desired)
- Minimum 3 years of successful teaching

QUALIFICATIONS

- 3 letters of recommendation (1 from a direct supervisor)
- Demonstrated observation and coaching ability in classroom

This is an exempt position. The incumbent is not eligible for overtime compensation. The Board of Directors reserves the right to waive any minimum qualification.

(Pending AIMS Board Approval)

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting	g - Agenda - Monday November 30, 2020 at 6:30 PM
51 00 T' L5ff	. /=:-! ! =:-!
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requireme	ents (Title I and Title III)
EL 08: Time and Effort Requirement	ents (Title I and Title III)
EL 08: Time and Effort Requirement	ents (Title I and Title III)
EL 08: Time and Effort Requirement	ents (Title I and Title III)

EL 10: Reclassification



Reclassification Criteria

Reclassification is the process that determines whether an English learner should be reclassified as Fluent English Proficient (RFEP). Reclassification relies on evidence demonstrating that the student has achieved a level of English proficiency comparable to that of average native speakers of English. Reclassification policies and procedures are aligned with California Department of Education guidelines. Multiple criteria are utilized to establish that the student is ready to be reclassified:

- 1. English language proficiency on the ELPAC- Well Developed (4)
- 2. Comparison of the performance in basic skills against the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.
- 3. Teacher evaluation of a student's academic English skills and abilities.
- 4. Parent/guardian opinion and consultation in a discussion about their child's English language proficiency and meeting the guidelines for reclassification.

Once all information is documented, the student's status is changed to "RFEP", and the school is provided with documentation for the teacher and a copy is filed in the student's cumulative file. Students who do not meet all criteria remain classified as "EL" (English learner).

Under current state law, identified students who are English learners must participate in the annual administration of the ELPAC until they are Reclassified Fluent English Proficient (RFEP).



English Learner Reclassification Criteria for K-12: 2020-2021

Grade	1. PROFICIENCY ON ENGLISH ASSESSMENT (ELPAC)	2. STUDENT PERFORMANCE IN BASIC SKILLS		3. TEACHER EVALUATION	4. PARENT EVALUATION
		Assessment	Required Score		
K-2	Overall ELPAC proficiency level of 4 (Bridging) Kinder: 1474-1700 1st: 1507-1700 2nd: 1532-1700	Reading Inventory	K-Proficient or higher 1 st -190 and above 2 nd -420 and above	Student will qualify on the teacher evaluation criterion based on performance level marks: K-1 st Meet Standard (3) or Exceed Standard (4) in English Language Arts 2 nd - Average of C or higher in English Language Arts on Standards-Based Report Card	Parent must also agree to reclassification. Parents can request for conference.
3-5	Overall ELPAC proficiency level of 4 (Bridging) 3rd: 1535-1800 4th: 1549-1800 5th: 1560-1800	Reading Inventory OR Smarter Balanced Assessment: ELA	3 rd -520 and above 4 th -740 and above 5 th - 830 and above Level 3 Standards Met or 4 Standards Exceeded	Student will qualify on the teacher evaluation criterion based on grades: ✓ Average of C or higher in English Language Arts on Standards-Based Report Card	Parent must also agree to reclassification. Parents can request for conference.
6-8	Overall ELPAC proficiency level of 4 (Bridging) 6th: 1567-1900 7th: 1576-1900 8th: 1590-1900	OR Smarter Balanced Assessment: ELA	6 th -925 and above 7 th -970 and above 8 th - 1010 and above Level 3 Standards Met or 4 Standards Exceeded	Student will qualify on the teacher evaluation criterion based on grades: ✓ Report card grade of C or higher in English Language Arts or English Language Development	Parent must also agree to reclassification. Parents can request for conference.
9-12	Overall ELPAC proficiency level of 4 (Bridging) 9 th -10th: 1606-1950 11 th -12th: 1615-1950	Reading Inventory OR Smarter Balanced Assessment: ELA OR ELA Benchmark	9 th -12 th 1050 and above Level 3 Standards Met or 4 Standards Exceeded Proficient or higher	Student will qualify on the teacher evaluation criterion based on grades: ✓ Report card grade of C or higher in English Language Arts or English Language Development	Parent must also agree to reclassification. Parents can request for conference.

Powered by BoardOnTrack Revised 10/26/2020 296 of 417

EL 11: Teacher EL Authorization

EL 14: ELD

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
EL 15: Access to Standard Instructional Program

AIMS K-12 (College Prep Cha	arter District - All	MS Special Board	Meeting - Agenda	a - Monday November 3	0, 2020 at 6:30 PM
	FXI P 09	· Funding	Direct Se	rvices to	Pupils (AIPCS	: 11)
	LALI 03	. i anamg	, Direct Sc	i vices to	i upiis (Aii Co	, 11,



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

August 1, 2019

Pay to: Bay Area Comi	nunity Resources		
Address: 171 Carlos Driv	re, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Jul 2019
School Site	American Indian Public Charter School II	Invoice	2007406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - July 2019		\$787.30
Admin @ 15% Total Expense		\$118.10
Name and the second sec	Total Due	\$905.40

/	
American Indian Model Schools Admin Signature / Date	



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

September 1, 2019

Pay to: Bay Area Communit	y Resources		
Address: 171 Carlos Drive, Sai	n Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Aug 2019
School Site	American Indian Public Charter School II	Invoice	2008406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

2 404		
Invoice Amount for Contract:		Amount
ASES - Aug 2019		\$1,776.00
Admin @ 15% Total Expense		\$266.40
	Total Due	\$2,042.40

7
/

American Indian Model Schools Admin Signature / Date

PI	lease Remit payment to: Bay Area Community Resources, 171 Carlos Drive, SR, CA 94903
	Attn: Laurie Ziemer - Project Accountant



To:American Indian Model Schools 171 12th Street
Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

October 1, 2019

Pay to: Bay Area Comn	nunity Resources		
Address: 171 Carlos Driv	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Sep 2019
School Site	American Indian Public Charter School II	Invoice	2009406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:	Amount
ASES - Sep 2019	\$4,478.91
Admin @ 15% Total Expense	\$671.84
Total Due	\$5,150.75

			****	 		alle and a second					kerengamatah ash	paraditent
				 			-	/_				NAME OF TAXABLE PARTY.
-	-	-	**	 	-			5 5	-01	1 .		

American Indian Model Schools Admin Signature / Date

Please Remit payment to: Bay Area Community Resources, 171 Carlos Drive, SR, CA 94903	1
Attn: Laurie Ziemer - Project Accountant	J



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

November 1, 2019

Pay to: Bay Area Com	munity Resources		
Address: 171 Carlos Dri	ve, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Oct 2019
School Site	American Indian Public Charter School II	Invoice	2010406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of services retremmen		
Invoice Amount for Contract:		Amount
ASES - Oct 2019		\$8,346.46
Admin @ 15% Total Expense		\$1,251.97
	Total Due	\$9,598.43

		W 55		 				
		The second	Cercicitation	Andrea Services	-	 		
I .					191			
					/			
				 	1	 	 _	
		-			-	-	 	 Lancia Charles

American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

December 1, 2019

Pay to: Bay Area Comi	munity Resources		
Address: 171 Carlos Driv	ve, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
ax:	510/559-3030	Billing Period:	Nov 2019
School Site	American Indian Public Charter School II	Invoice	2011406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Continue		
Invoice Amount for Contract:		Amount
ASES - Nov 2019		\$12,681.68
Admin @ 15% Total Expense		\$1,902.25
	Total Due	\$14,583.93

1	
1	

American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

January 1, 2020

Pay to: Bay Area Comr	nunity Resources		
Address: 171 Carlos Driv	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Dec 2019
School Site	American Indian Public Charter School II	Invoice	2012406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - Dec 2019		\$14,468.00
Admin @ 15% Total Expense		\$2,170.20
	Total Due	\$16,638.20

/	
American Indian Model Schools Admin Signature / Date	



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

February 1, 2020

Pay to: Bay Area Comr	nunity Resources		
Address: 171 Carlos Driv	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Jan 2020
School Site	American Indian Public Charter School II	Invoice	2001406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services (errorm		
Invoice Amount for Contract:		Amount
ASES - Jan 2020		\$13,730.23
Admin @ 15% Total Expense		\$2,059.53
	Total Due	\$15,789.76

1
American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

March 1, 2020

Pay to: Bay Area Community Resources				
Address: 171 Carlos Drive, San Rafael, CA 94903 Contact Person: Marisa Ramirez				
Phone:	510/559-3025	Title:	Program Director	
Fax:	510/559-3030	Billing Period:	Feb 2020	
School Site	American Indian Public Charter School II	Invoice	2002406	

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of services i circum	₩ W	
Invoice Amount for Contract:		Amount
ASES - Feb 2020		\$24,978.91
Admin @ 15% Total Expense		\$3,746.84
	Total Due	\$28,725.75

/
American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

April 1, 2020

Pay to: Bay Area Community Resources			
Address: 171 Carlos Drive, San Rafael, CA 94903 Contact Person: Marisa Ramirez			
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Mar 2020
School Site	American Indian Public Charter School II	Invoice	2003406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - Mar 2020		\$13,216.15
Admin @ 15% Total Expense		\$1,982.42
	Total Due	\$15,198.57

American Indian Model Schools Admin Signature / Date	Tatal Services
American indian Model Schools Admin Signature / Date	



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

May 1, 2020

Pay to: Bay Area Community Resources			
Address: 171 Carlos Drive, San Rafael, CA 94903 Contact Person: Marisa Ramirez			
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Apr 2020
School Site	American Indian Public Charter School II	Invoice	2004406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - Apr 2020		\$14,872.06
Admin @ 15% Total Expense		\$2,230.81
<u> </u>	Total Due	\$17,102.87

American Indian Model Schools Admin Signature / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

June 1, 2020

Pay to: Bay Area Comr	nunity Resources		
Address: 171 Carlos Driv	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	May 2020
School Site	American Indian Public Charter School II	Invoice	2005406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Description		
Invoice Amount for Contract:		Amount
ASES - May 2020		\$19,823.51
Admin @ 15% Total Expense		\$2,973.53
	Total Due	\$22,797.04

	tinani, more series
American Indian Model Schools Admin Signature / Date	



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

July 1, 2020

Pay to: Bay Area Comr	nunity Resources		
Address: 171 Carlos Driv	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Jun 2020
School Site	American Indian Public Charter School II	Invoice	2006406

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

pescription of services removine	64	
Invoice Amount for Contract:		Amount
ASES - Jun 2020		\$25,086.01
Admin @ 15% Total Expense		\$3,762.90
	Total Due	\$28,848.91

/	
	أحسسا
American Indian Model Schools Admin Signature / Date	

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS II)
· · · · ·

American Indian Public Charter School II 2020-2021 FPM Review

EXLP 10: Matching Funds

Updated: 11/24/2020

Matching Funds Calculator		Enter your total grant award here=>:	\$ 177,382
Grantee:	American Indian Public Charter School II	Required Match	\$ 58,536
School site	American Indian Public Charter School II	Max Facilities (25% of Required match)	\$ 14,634

Source (Organization)	Item	Cost Basis for each unit/rationale (Board rental policy; FTE;	Base (what is the base cost e.g. total salary plus benefits of a person; cost per day of a	Base Description for Column D	Number of units	Unit Description	Units (days, weeks, etc.)	Descriptio n of calculation	Total In-kind	Total funds
			room(s), etc.							
AIPCS II	Head of School time	Salary schedule	\$ 61.00	per hour	1	hours per week	20	weeks	\$ 1,220.00	
AIPCS II	Head of School time	Salary schedule	\$ 61.00	per hour	1	hours per week	20	weeks	\$ 1,220.00	
AIPCS II	Superintendent time	Salary schedule	\$ 86.00	per hour	1	hours per week	20	weeks	\$ 1,720.00	
AIPCS II	Chief Business Officer time	Salary schedule	\$ 60.00	per hour	1	hours per week	20	weeks	\$ 1,200.00	
AIPCS II	Operations Director time	Salary schedule	\$ 48.00	per hour	1	hours per week	20	weeks	\$ 960.00	
AIPCS II	Operations Manager time	Salary schedule	\$ 45.00	per hour	1	hours per week	20	weeks	\$ 900.00	
AIPCS II	Dean of Students Time	Salary schedule	\$ 50.00	per hour	1	hours per week	20	weeks	\$ 1,000.00	
AIPCS II	Administrative Assistant Time	Salary schedule	\$ 30.00	per hour	5	hours per week	20	weeks	\$ 3,000.00	
AIPCS II	Room/space	Rental procedure	\$ 38.00	per day	6	rooms per day	96	days	\$ 14,634.02	\$ 21,888.00
AIPCS II	Custodial Staffing	Hourly rate	\$ 22.50	per hour	10	hours per week	20	weeks	\$ 4,500.00	
AIPCS	Cleaning Supplies	Weekly rate	\$ 200.00	per week	1	per week	20	weeks	\$ 4,000.00	
AIPCS	School site contribution	Yearly Contribution	\$ 20,000.00	Per year	1	year	1	Year	\$ 20,000.00	
Snack Program	Snack Program	Yearly fee		Per year	1	year	1	Year	\$ 4,182.05	\$19,038
			\$ -		0				\$ -	
			\$ -		0				\$ -	
	-									

Total: \$ 58,536.07

Over/under match: \$ 0.00

AIMC K 40 Callege Draw Chapter District AIMC Creasial Deand Masting	A	. Navember 20, 2020 at 0.20 DM
AIMS K-12 College Prep Charter District - AIMS Special Board Meeting -	- Agenda - Monday	/ November 30, 2020 at 6:30 PW

EXLP 11: Supplement not Supplant (AIPCS II)

American Indian Public Charter School II 2020-21 FPM Review

EXLP 09: Budget Worksheet 85-15 Summary Worksheet Fiscal Year: (FY 2019-20 data)

LEA/Agency: <u>American Indian Public Charter School II</u>

Please total all charges to ASES and/or 21st Century/ASSETS grant

	sharges to rises analy or 21st centary/rissers grant				
	Total Q1-Q4	Amount -	Amount -		Amount -
				% of time	
Series 1000	Teacher Salaries	,			\$0.00
	Certificated Personnel Salaries	\$0.00 \$0.00 \$1.50 \$18,782.47 \$2,817.37 \$21,59 \$10,240.92 \$1,536.14 \$11,77 \$83,348.63 \$12,502.29 \$95,850 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,000 \$112,372.02 \$16,855.80 \$129,22 \$0.00 \$	\$0.00		
	Site Coordinator	· '			 ' ' '
	Program Leaders				<u> </u>
Series 2000 Series 3000 Series 4000 Series 5000 Sub Total Series 7000 Series 5100	Other Program Staff (Assistant Site Coordinator, Site Assistant, etc.)		. ,		· · ·
	Quality Assurance Coach - allocated portion of Full Time position				\$0.00 \$0.00
	Regional GM - allocated portion of Full Time position Classified Personnel Salaries			% of time \$0.00 17.37 36.14 02.29 \$0.00 \$0.00 \$5.80 \$0.00 \$5.80 \$0.00 \$5.80 \$0.00	,
	Site Coordinator - Payroll Taxes and Workers' Comp Insurance			0	\$129,227.82
	Program Leaders - Payroll Taxes and Workers' Comp Insurance				\$0.00
	Other Program Staff - Payroll Taxes and Workers' Comp Insurance				\$0.00
	Quality Assurance Coach - Payroll Taxes and Workers' Comp Insurance	,	•		\$0.00
	Regional GM - Employee Insurance Benefit				\$0.00
Series 2000 Series 3000 Series 4000 Series 5000 Series 7000 Series 5100	Site Coordinator - Employee Insurance Benefit		•		<u> </u>
361163 3000	Program Leaders - Employee Insurance Benefit		•		\$2,944.26
ieries 4000	Other Program Staff - Employee Insurance Benefit				\$23,962.62
	Quality Assurance Coach - Employee Insurance Benefit				\$0.00
	Regional GM - Employee Insurance Benefit				\$0.00
	Employee Benefits	·			\$32,306.84
	Classroom Supplies - Including start up, curriculum, safety and other monthly consumable exper			5.21	\$2,884.25
Series 4000	Books & Supplies				\$2,884.25
Series 4000	Student Data Information System and other software licensing costs	. ,			\$0.00
	Mileage	· · ·	•		\$0.00
	Walkie Talkies	\$0.00	•		\$0.00
	Contingency	\$0.00			\$0.00
	Shirts & Uniforms	\$0.00	•		\$0.00
		\$0.00	•		\$0.00
Series 2000 Series 3000 Series 4000 Series 5000 Sub Total Series 7000 Series 5100 Total Expenses	Other expenses	\$0.00			\$0.00
Series 5000	Other consumables	\$0.00			1
	Other program costs		•		\$0.00
	Contracts (only the first \$25,000 per contract)	\$0.00			\$0.00
	Insurance	\$0.00			\$0.00
	Interest	\$0.00			\$0.00
	Payroll processing	\$0.00			\$0.00
	Other allocated costs	\$2,782.25	\$417.34		\$3,199.59
C b Tarak	Services & Other Operating Expenses	\$2,782.25	\$417.34		\$3,199.59
Sub rotar	Descentage count of great amount	\$145,755.22 82%	\$21,863.28		\$167,618.50 94%
Carias 7000	Percentage spent of grant amount	82%			
series 7000	Indirect Cost Percentage (Sub total*ICR-5% as an example)				\$0.00 \$0.00
		¢0.00			· ·
Sorios E100	Door not coloridate indicate	\$0.00	-		\$0.00
261162 2100	Does not calculate indirect	\$0.00	-		\$0.00
Tatal Francis	Subcontracts and Agreements	\$8,490.00	\$1,273.50		\$9,763.50
rotal Expenses	Percentage count of grant amount	\$154,245.22 87%	\$23,136.78		\$177,382.00 100%
	Percentage spent of grant amount	0/%	13%		100%

Grant amount \$177,382

At least 85% for direct services and no more than 15 % for administrative services

NOTE This is for the LEA. If there are no subcontracts for services, this suffices as the Grantee total.

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	
EXLP 16: Staff Minimum Qualifications (AIPCS II)	

IS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM	
NDCC Fodovol Drogram Monitoring 2020 2021 Notification of Finding	.=
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;s
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	(S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;s
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;s
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;s
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;S
AIPCS- Federal Program Monitoring 2020-2021 Notification of Finding	;s

Preliminary



California Department of Education Federal Program Monitoring 2020-21 Notification of Findings

October 22, 2020

This is the official Notification of Findings (NOF) report of the review visit conducted by the California Department of Education (CDE). Because the methodology of the review involves sampling, it is not an assessment of all legal requirements. Nevertheless, the local educational agency (LEA) is responsible for operating its federal categorical programs in compliance with all applicable laws and regulations.

Local Educational Agency: American Indian Public Charter (01612596113807)

Review Date(s): 10/21/2020 - 10/23/2020

Regional Team Leader(s): Arik Rub, 916-319-0953

FPM Coordinator(s): Marisol Magana, 510-893-8701 Ext. 13

Tiffany Tung, 510-893-8701 Ext. 23 Marisol Magana, 510-220-9985

Program Reviewed	Program Reviewer	Total Findings
Expanded Learning Programs (EXLP)	Iqbal Badwalz	4

The LEA is required to resolve each Federal Program Monitoring (FPM) finding within 45 calendar days which ends on 12/07/2020. Corrective actions made to resolve findings must be implemented at all sites in the LEA and the new procedures must be used in the future.

When a FPM finding cannot be resolved within this 45 calendar day period, the LEA submits a resolution agreement request using the "Resolution Agreement" process via CMT. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

NOTE: Copies of this report were distributed to the Agency. This is a public report and must be made available upon request. (California Public Records Act, Government Code section 6250)

Sites Reviewed	Programs Reviewed
No sites included in this review.	

Monitoring Results by Program

Expanded Learning Programs

1. EXLP 09: Funding Direct Services to Pupils

LEA allocates no less than 85 percent of total grant amount to the school site for direct services to pupils. The agency spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.



Federal Program Monitoring 2020-21 Notification of Findings

Preliminary

American Indian Public Charter (01612596113807)

After reviewing documentation submitted by American Indian Public Charter (AIPC), there was insufficient evidence to substantiate if the agency allocates no less than 85 percent of total grant amount to the school site for direct services to pupils and spends no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs.

AIPC must submit documentation, financial activity reports, Bay Area Community Resources (BACR) invoices processed by the agency for payments that shows at least 85 percent of expenditures at BACR were for direct services to students and no more than 15 percent is spent on administrative costs, which includes any indirect costs. The agency must also submit documentation in the CMT to show how any fee charged to students parents is expended.

2. EXLP 10: Local Contribution of Cash or In-Kind

LEAs operating an After School Education & Safety Program (ASES) program obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount. Facilities or space usage may fulfill not more than 25 percent of the required local match.

After reviewing documentation submitted by AIPC, there was insufficient evidence to substantiate that the agency obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount.

AIPC must submit to the CMT documentation, financial activity reports, including a description of the expenditure, date, vendor, and resource code to demonstrate that the agency obtains a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount.

3. EXLP 11: Supplement not Supplant

LEAs use categorical funds only to supplement, and not supplant, state and local funds.

After reviewing documentation submitted by AIPC, there was insufficient evidence to substantiate whether the agency uses categorical funds only to supplement, and not supplant, state and local funds.

AIPC must submit to the CMT documentation, financial activity reports, including a description of the expenditure, date, vendor, and resource code to demonstrate that the agency uses categorical funds only to supplement, and not supplant, state and local funds.

4. EXLP 16: Staff Minimum Qualifications

LEAs must ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide according to the district policies.

Based on the review of uploaded staff documentation submitted in the CMT by AIPC, it was

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

320 of 417



Federal Program Monitoring 2020-21 Notification of Findings

Preliminary

American Indian Public Charter (01612596113807)

determined that two of the staff did not meet the minimum qualifications.

AIPC must provide evidence that all staff who directly supervise pupils meet the minimum requirements for an instructional aide according to the agency's policies. Evidence may include: Certificate of Completion of the Paraprofessional Exam, or a transcript demonstrating the staff member has acquired the required amount of 48 undergraduate semester units. In addition, similar documentation for staff providing fee-based program at this site.

The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

321 of 417

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
EXLP 09: Funding Direct Services to Pupils (AIPCS)
Extr 03.1 anding birect services to 1 apris (xiii es)



To:American Indian Model Schools
171 12th Street
Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

August 1, 2019

, , , , , , , , , , , , , , , , , , , ,	unity Resources		Industria Demainer
Address: 171 Carlos Drive, San Rafael, CA 94903		Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
	510/559-3030	Billing Period:	Jul 2019
Fax: School Site	American Indian Public Charter School	Invoice	2007405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed		Amount
Invoice Amount for Contract:		
		\$3,756.62
ASES - July 2019		\$563.49
Admin @ 15% Total Expense		\$4,320.11
Temperature to the second seco	Total Due	34,320.11

1
American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street

Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

September 1, 2019

Pay to: Bay Area Comm	unity Resources		
	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
	510/559-3030	Billing Period:	Aug 2019
Fax: School Site	American Indian Public Charter School	Invoice	2008405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

	Amount
	\$7,690.52
	\$1,153.58
Total Due	\$8,844.10
	Total Due

	•
/	
American Indian Model Schools Admin Signature / Date	



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

October 1, 2019

	nunity Resources re, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Sep 2019
School Site	American Indian Public Charter School	Invoice	2009405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed		
Invoice Amount for Contract:		Amount
		\$12,871.14
ASES - Sep 2019		\$1,930.67
Admin @ 15% Total Expense	Total Due	\$14,801.81

American Indian Model Schools Admin Signature / Date	



To:American Indian Model Schools
171 12th Street
Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

November 1, 2019

Pay to: Bay Area Comn	nunity Resources		
, , , , , , , , , , , , , , , , , , , ,	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Oct 2019
School Site	American Indian Public Charter School	Invoice	2010405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
		\$16,009.04
ASES - Oct 2019		\$2,401.36
Admin @ 15% Total Expense	Total Due	\$18,410.40

	tel contrologic from the planta manufacture and the control of the
	/
American Indian	n Model Schools Admin Signature / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

December 1, 2019

Pay to: Bay Area Comn	nunity Resources		
,	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Nov 2019
School Site	American Indian Public Charter School	Invoice	2011405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed		Amount
Invoice Amount for Contract:		
ASES - Nov 2019		\$15,860.04
		\$2,379.01
Admin @ 15% Total Expense	Total Due	\$18,239.05

	/	
American Indian Mo	odel Schools Admin Signa	ture / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

January 1, 2020

Pay to: Bay Area Comm	nunity Resources		
	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Dec 2019
School Site	American Indian Public Charter School	Invoice	2012405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed	Amount
Invoice Amount for Contract:	\$14,121.52
ASES - Dec 2019	\$2,118.23
Admin @ 15% Total Expense	
Total Due	\$16,239.75

and the extension had been considered under the actions between the analysis of the considered t		
	/	
	American Indian Model Schools Admin Sign	nature / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

February 1, 2020

Pay to: Bay Area Com	nunity Resources		
Address: 171 Carlos Dri	ve, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Jan 2020
School Site	American Indian Public Charter School	Invoice	2001405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Dostributor		Amount
Invoice Amount for Contract:		\$9,948.20
ASES - Jan 2020		
Admin @ 15% Total Expense		\$1,492.23
	Total Due	\$11,440.43

	,	
	1	
0	and Indian Madal Schools Admin Sign	ature / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

March 1, 2020

Pay to: Bay Area Comr	nunity Resources		
	re, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
ax:	510/559-3030	Billing Period:	Feb 2020
School Site	American Indian Public Charter School	Invoice	2002405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - Feb 2020		\$12,174.46
ASES - Feb 2020 Admin @ 15% Total Expense		\$1,826.17
Admin @ 15% Total Expense	Total Due	\$14,000.63

American Indian Model Schools Admin Signature / Date	

American Indian Model Schools Admin Signature / Date



To:

American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

April 1, 2020

Pay to: Bay Area Comn	unity Resources		
	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Mar 2020
School Site	American Indian Public Charter School	Invoice	2003405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed		Amount
Invoice Amount for Contract:		\$12,349.59
ASES - Mar 2020 Admin @ 15% Total Expense		\$1,852.44
Admin @ 15% Total Expense	Total Due	\$14,202.03

/	
	10-4-

American Indian Model Schools Admin Signature / Date



To:American Indian Model Schools 171 12th Street
Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

May 1, 2020

Pay to: Bay Area Comm	unity Resources		
Address: 171 Carlos Drive	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Apr 2020
School Site	American Indian Public Charter School	Invoice	2004405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Description of Services Performed			
Invoice Amount for Contract:		Amount	
		\$11,555.47	
ASES - Apr 2020		\$1,733.32	
Admin @ 15% Total Expense	Total Due	\$13,288.79	

1	
1	

American Indian Model Schools Admin Signature / Date



To:American Indian Model Schools
171 12th Street
Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

June 1, 2020

Pay to: Bay Area Comm	nunity Resources		
	e, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	May 2020
School Site	American Indian Public Charter School	Invoice	2005405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Invoice Amount for Contract:		Amount
ASES - May 2020		\$16,094.07
Admin @ 15% Total Expense		\$2,414.11
Admin @ 13% fotal Expense	Total Due	\$18,508.18

1	
American Indian Model Schools Admin Signature / Date	

American Indian Model Schools Admin Signature / Date



To: American Indian Model Schools 171 12th Street Oakland, CA 94607

Attn: Marisol Magana

Invoice Date

July 1, 2020

Pay to: Bay Area Comr	nunity Resources		
	re, San Rafael, CA 94903	Contact Person:	Marisa Ramirez
Phone:	510/559-3025	Title:	Program Director
Fax:	510/559-3030	Billing Period:	Jun 2020
School Site	American Indian Public Charter School	Invoice	2006405

Per the agreement between American Indian Model Schools (AIMS) and Bay Area Community Resources (BACR) a sub-contractor, for the purposes of providing an after-school program aligned with the School's School Day, Program Quality, and Fiscal Oversight during the 2019-2020 School Year.

The total contract amount for the 19-20 ASES is \$177,382.00

Description of Services Performed

Amount
\$21,814.55
\$3,272.18
al Due \$25,086.73

	/	
	. II no del Celendo Admi	- Cianatura / Data

American Indian Model Schools Admin Signature / Date

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at 6:30 PM
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)
EXLP 10: Local Contribution of Cash or In-Kind (AIPCS)

American Indian Public Charter School 2020-2021 FPM Review

EXLP 10: Matching Funds

Updated: 11/24/2020

Matching Funds Calculator		Enter your total grant award here=>:	\$ 177,382
Grantee:	American Indian Public Charter School	Required Match	\$ 58,536
School site	American Indian Public Charter School	ol Max Facilities (25% of Required match)	\$ 14,634

Source (Organization)	Item	Cost Basis for each	Base (what	Base	Number	Unit Description	Units	Descriptio	Total In-kind	Total funds
ourse (organization)		unit/rationale (Board	is the base	Description	of units	o me bescription	(days,	n of		
		rental policy; FTE;	cost e.g.	for Column			weeks,	calculation		
			total salary	D			etc.)			
			plus							
			benefits of a							
			person; cost							
			per day of a							
			room(s),							
			etc.							
AIPCS	Head of School time	Salary schedule	\$ 61.00	per hour	2	hours per week	20	weeks	\$ 2,440.00	
AIPCS	Dean of Students time	Salary Schedule	\$ 42.00	per hour	2	hours per week	20	weeks	\$ 1,680.00	
AIPCS	Superintendent time	Salary schedule	\$ 86.00	per hour	1	hours per week	20	weeks	\$ 1,720.00	
AIPCS	Chief Business Officer time	Salary schedule	\$ 60.00	per hour	1	hours per week	20	weeks	\$ 1,200.00	
AIPCS	Operations Director time	Salary schedule	\$ 48.00	per hour	1	hours per week	20	weeks	\$ 960.00	
AIPCS	Operations Manager time	Salary schedule	\$ 45.00	per hour	1	hours per week	20	weeks	\$ 900.00	
AIPCS	Room/space	Rental procedure	\$ 25.00	per day	5	rooms per day	96	days	\$ 14,634.02	\$ 12,000.00
AIPCS	Custodial Staffing	Hourly rate	\$ 22.50	per hour	10	hours per week	20	weeks	\$ 4,500.00	
AIPCS	Cleaning Supplies	Monthly rate	\$ 200.00	per week	1	per week	20	weeks	\$ 4,000.00	
AIPCS	School site contribution	Yearly Contribution	\$ 20,000.00	Per year	1	year	1	Year	\$ 20,000.00	
AIPCS	Snack Program	Total fee	\$ 6,500.00	Per year	1	year	1	Year	\$ 6,502.05	6962.05
			\$ -		0				\$ -	
			\$ -		0				\$ -	
	-		•	•	•		•	Tatal	¢ E0 E26 07	

Total: \$ 58,536.07

Over/under match: \$ 0.00

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 at	
	30 DM

EXLP 11: Supplement not Supplant (AIPCS)

American Indian Public Charter School 2020-21 FPM Review

EXLP 09: Budget Worksheet 85-15 Summary Worksheet Fiscal Year: (FY 2019-20 data)

LEA/Agency: <u>American Indian Public Charter School</u>

Please total all charges to ASES and/or 21st Century/ASSETS grant

	Total Q1-Q4	Amount -	Amount -		Amount -
				% of time	Total
Series 1000					\$0.00
		,	•		\$0.00
Total Q1-Q4					\$46,236.45
		\$28,864.19			
Series 2000		- /			\$61,117.29
					\$0.00 \$0.00
					\$136,217.93
		-			\$130,217.93
	·	· · ·			\$0.00
	·				\$0.00
		,	•		\$0.00
	· · · · · · · · · · · · · · · · · · ·				\$0.00
Sarias 2000		·	•		\$11,559.06
361163 3000	·	i ' '			\$7,216.00
					\$15,279.26
					\$0.00
					\$0.00
		·			\$34,054.32
	• •				\$2,834.05
Series 4000					\$2,834.05
					\$0.00
	·	· · ·	•		\$0.00
		 	•		\$0.00
		· ·			\$0.00
		· · ·	•		\$0.00
		· · ·	•		\$0.00
	·				1
Series 5000		· · ·			\$0.00
		· ·	•		\$0.00
		· ·			\$0.00
		· ·			\$0.00
					\$0.00
	,	·	· · · · · · · · · · · · · · · · · · ·		\$0.00
					\$4,275.70
	Services & Other Operating Expenses	. ,	•		\$4,275.70
Sub Total					\$177,382.00
		8/%			100%
Series 7000	Indirect Cost Percentage (Sub total*ICR-5% as an example)				\$0.00
					\$0.00
			-		\$0.00
Series 5100		·			\$0.00
	Subcontracts and Agreements				\$0.00
Total Expenses					\$177,382.00
	Percentage spent of grant amount	87%	13%		100%

Grant amount \$177,382

At least 85% for direct services and no more than 15 % for administrative services

NOTE This is for the LEA. If there are no subcontracts for services, this suffices as the Grantee total.

AIMS K-12 College Prep Charter District - AIMS Special Board Meeting - Agenda - Monday November 30, 2020 a	t 6:30 PM
EVID 16. Stoff Minimum Qualifications (AIDCS)	
EXLP 16: Staff Minimum Qualifications (AIPCS)	



AIPCS I & II

Downtown Oakland Campus

Lakeview Campus

AIPHS

171 12th Street 746 Grand Avenue Oakland, CA 94610

> Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

Oakland, CA 94607

Phone: 510.893.8701 Fax: 510.893.0345 Website: aimschools.org

December 1,2020

Mr. John Huang **President** CJ Distribution (Oakland) Inc. 155 98th Avenue Oakland, CA, 94603

Dear Roberto Family Trust:

Many thanks for your most generous gift of \$ 250,000 to American Indian Public Charter and American Indian Public High School. In compliance with the tax code of the Internal Revenue Service, we confirm that you received no goods or services of monetary value from American Indian Model Schools in connection with this gift, make the above amount fully deductible for tax purposes.

As a result of your gift, American Indian Model Schools will continue our mission at AIMS 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.

As acknowledgement of your gift, Roberto Family Trust will be listed as it appears below. To change or make a correction, please contact Kellie Minor, Executive Assistant to the Chief of Business Services at kellie.minor@aimsk12.org.

Once again, thank you for your generous support. We are extremely grateful!

Sincerely,

Mrs. Katema Ballentine Chief Business Office

Roberto Family Trust



MEMORANDUM

TO: Finance Committee

FROM: Katema Ballentine, Business Office

DATE: November 30,2020 SUBJECT: Denied Request Review

Summary

As a part of the analysis for the compliant use of the CARES Act funding the following quotes are presented for review. These were presented at previous Finance Committee meetings and were denied. An additional review is requested.

1. WINDOW QUOTE: 12th Street Windows AMA Glass

PURPOSE: Improve circulation and ventilation in the building. Current windows do not fully open for ventilation. *This quote is also included in the Covid Funding Review and Budget Proposal.*

COMPLIANT RESOURCE: Elementary and Secondary School Emergency Relief Fund (ESSER)

BUDGET: \$ 90,000

2. TEMP KIOSK: Quote 33369 22Miles

PURPOSE: Temperature Kiosk ensure data collection maintenance and accuracy as well as social distancing requirements. The upgraded software can provide reports and warnings to assist in management of pandemic requirements.

COMPLIANT RESOURCE: Elementary and Secondary School Emergency Relief Fund (ESSER)

BUDGET: \$ 25,144

MEMORANDUM

TO: Finance Committee

FROM: Katema Ballentine, Business Office

DATE: November 23,2020

SUBJECT: SB 820 Growth Funding application

On July 15, 2020, upon the approval of the 2020-2021 Governor's Budget, EC Section 43505 outlined limitations on funding for projected enrollment and ADA growth

SB 820 Growth Funding

Signed by Governor Newsom on September 18, 2020 SB 820 amended *Education Code* (*EC*) Section 43505 to permit growing local educational agencies (LEAs) to receive funding based on the projected or actual growth for FY 2020–21. The following FAQs are intended to provide an overview of the application requirements and apportionments for qualified LEAs for FY 2020–21.

Application for Funds

LEAs must complete and submit the SB 820 Growth Funding Application(XLSX) on or before November 6, 2020. The application requires an LEA to describe its basis for eligibility and submit supporting documents. An LEA's superintendent and board president must both certify the accuracy of the information submitted.

The applications for AIPCS, AIPCS II and AIPHS were certified by Board President, Toni Cook and Superintendent Maya Woods-Cadiz

Eligibility Requirements

Continuing classroom-based charter schools are eligible for an apportionment calculation based on growth if the LEA's most recent 2020–21 budget adopted by the governing board or body of the local educational agency on or before June 30, 2020, or its adopted 2019–20 second interim report explicitly shows growth in overall pupil enrollment or ADA from its actual 2019–20 level to its projected 2020–21 level.

When will an LEA receive its apportionment for growth?

The first calculation based on growth will occur with the First Principal Apportionment for Fiscal Year 2020–21 and LEA's will begin receiving monthly payments in February 2021.

The allocation that each school will receive will be determined after submission of application and determination of eligibility.

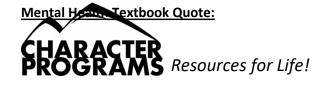
RESTRICTOR 72 RESOURE 7420

GENERAL FUND LEARNING LOSS MITIGATION FUND PROCUREMENT QUOTES

RESTRICTOR	SOURCE	OBJECT	ITEM	VENDOR	QUOTE		AMOUNT
74	LLMF	4100	Mental Health Textbooks	Character Programs	2714	\$	8,745.00
74	LLMF	4410	Anti Bully Software	Character Programs	2713	\$	9,000.00
74	LLMF	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.36
	TOTAL (LMFF) General Fund Learning Loss Mitigation Funds						648,206.48

^{*}Indicates Quote is funded in two sources

		SITE BU	DGETED	
ITEM			TOTAL	
Mental Health Textbooks			\$ 8,745.00	-
Anti Bully Software	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
Computers/ Touch Screen/Carts -Elementary	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
	\$66,148.07	\$380,527.66	\$97,245.00	\$543,920.73



Character Programs, LLC

PROPOSAL

ATTN: Tom Thelen, Owner Southeast, Lowell MI 49331 Phone: (616) 987-0444

Fax: (253) 369-1575 <u>Tom@TomThelen.com</u> Number: 2714 11391 Trent Date: 11/18/2020 PO#

CLIENT INFORMATION:

Billing Address:		Shipping Address:		
Name: Maurice Williams, Head of school		Name:	Free Shipping to same address	
Organization:	AIMS College Prep High School	Organization:		
Address:	746 Grand Ave. Oakland, CA 94610	Address:		
Phone / Email:	(510) 853-0243	Phone:		

INVOICE INFORMATION:

Mental Health 101 For Teens: The Practical Guide to Mental Health, Self-Esteem, & Emotional Intelligence. RELEASE DATE: 12/11/2020 Written by a diverse team of experts: Tom Thelen, Dr. Kirleen Neely, Phd, Dr. Kimberley Orsten Hooge PhD, and Dr. Elliott Kagan, PhD Mental Health 101 shows teens how to cope with heightened stress and anxiety caused by COVID-19. Teens discover important life skills like Self-Esteem Emotional Intelligence Coping Skills Resiliency, and more! DISCOUNT: 30% Off for Bulk Purchase of 500 Copies. Total Savings = \$3,750. 30% Off Discount (3,750.00)	Qty	Item Description	Amount Each	Amount
Written by a diverse team of experts: Tom Thelen, Dr. Kirleen Neely, Phd, Dr. Kimberley Orsten Hooge PhD, and Dr. Elliott Kagan, PhD Mental Health 101 shows teens how to cope with heightened stress and anxiety caused by COVID-19. Teens discover important life skills like Self-Esteem Emotional Intelligence Coping Skills Resiliency, and more! DISCOUNT: 30% Off for Bulk Purchase of 500 Copies. Total Savings = \$3,750. 30% Off Discount (3,750.00)		·	\$24.99 ea	\$12,495.00
By Tom Thelen, With Dr. Kirleen Neely, Dr. Kimberley Orsten Hooge, & Dr. Elliott Kagan Emotional Intelligence Coping Skills Resiliency, and more! DISCOUNT: 30% Off for Bulk Purchase of 500 Copies. Total Savings = \$3,750. 30% Off Discount (3,750.00)	300	Mental Health 101 For Teens: The Practical Guide to Mental Health, Self-Esteem, & Emotional Intelligence. RELEASE DATE: 12/11/2020 Written by a diverse team of experts Tom Thelen, Dr. Kirleen Neely, Phd. Dr. Kimberley Orsten Hooge PhD, and Dr. Elliott Kagan, PhD Mental Health 101 shows teens ho to cope with heightened stress and anxiety caused by COVID-19. Teens	N	\$12,493.00
		By Tom Thelen, With Dr. Kirleen Neely, Dr. Kimberley Orsten Hooge, & Dr. Elliott Kagan Self-Esteem Emotional Intelligence Coping Skills Resiliency, and more!	30% Off Discount	(3.750.00)
		DISCOUNT: 30% Off for Bulk Purchase of 500 Copies. Total Savings = \$3,750.		\$8,745.00

Please make the check payable to Character Programs, LLC, and mail it to the following address: 11391 Trent Southeast Lowell MI 49331. Thank you for partnering with us.



Character Programs, LLC

PROPOSAL

ATTN: Tom Thelen, Owner Southeast, Lowell MI 49331 Phone: (616) 987-0444

Fax: (253) 369-1575 Tom@TomThelen.com Number: 2713 11391 Trent Date: 11/18/2020 PO#

CLIENT INFORMATION:

Billing Address:		Shipping Address:		
Name: Maurice Williams, Head of school		Name:	N/A: Digital Product	
Organization: AIMS College Prep High School		Organization:		
Address:	746 Grand Ave. Oakland, CA 94610	Address:		
Phone / Email:	(510) 853-0243	Phone:		

INVOICE INFORMATION:

Qty	Item Description	Amount Each	Amount
1	Five-Year Subscription to https://NoBullyingSchools.com , including:	\$5 /student /year	\$11,250.00
	- Good for 450 students at AIMS College Prep High School for five years.		
	- Report Bullying App, free download for Android or iPhone (this is the app version of the "Report Bullying" form on our website).		
	- Report Bullying Software for School Administrators to review and follow up on any reported bullying incidents. Includes Intervention Guide.		
	- Comprehensive Evidence-Based Bullying Prevention Program. Multi-Tiered System of Support. This program can fit with your existing PBIS Initiatives.		
	- 7 video lessons on "No Bullying Schools" on the topics of Bullying, Cyberbullying, Resiliency, Digital Citizenship, Positive School Culture, and more.		
	-6 video lessons on "Essential Skills for Success" (40 mins each on the topics of social and emotional skills).		
	- 30 "Victim-Proof" video lessons by Tom Thelen w/ Lesson Plans for Teachers.		
	- PDF Resources: Positive Action Plan, Bullying Intervention Guide, and Evidence-Based Practices Guide, Bullying Policy, and Student Survey.		
	-Locked-In Pricing. As long as your district remains active in our program, your rate will never increase, guaranteed.		
	DISCOUNT: 20% Off for 5-Year Program. Total Savings = \$2,250.	20% Off Discount	(2,250.00)
		TOTAL DUE:	\$9,000.00

Please make the check payable to Character Programs, LLC, and mail it to the following address: 11391 Trent Southeast Lowell MI 49331. Thank you for partnering with us.

Chromebook Quote: Split between resource 72 and 74 (Elementary)

AIPCS II BUDGET: RESTRICTOR 74 \$30,000 AIPCS II BUDGET: RESTRICTOR 72 \$80,000

QUOTE CONFIRMATION



DEAR ALEX LEE,

Thank you for considering CDW G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.



ACCOUNT MANAGER NOTES: Please include quote # on your Purchase Order and Email your PO to Johnhar@cdwg.com or Fax to 312-705-8235.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LTFS181	11/19/2020	DELL 3100 TOUCH CLAMSHELL X270	12467987	\$105,688.36

IMPORTANT - PLEASE READ

Fees applied to item(s): 6091268

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Chromebook 3100 - 11.6" - Celeron N4020 - 4 GB RAM - 32 GB eMMC	270	6091268	\$291.00	\$78,570.00
Mfg. Part#: VH5H8 Clamshell Chromebook with Touchscreen Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)				
Google Chrome Management Console License - Education	270	3577022	\$24.00	\$6,480.00
Mfg. Part#: CROSSWDISEDU				
UNSPSC: 43232804				
Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)				
AVerCharge C36i+ - cart	9	4983142	\$1,250.00	\$11,250.00
Mfg. Part#: CHRGC36I+				
UNSPSC: 56101535				
Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)				
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE

RECYCLING FEE 4" TO LESS THAN 15"	270	654809	\$4.00	\$1,080.00
Fee Applied to Item: 6091268				

PURCHASER BILLING INFO	SUBTOTAL	\$96,300.00
Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH	SHIPPING	\$0.00
ACCOUNTS PAYABLE 171 12TH ST	RECYCLING FEE	\$1,080.00
OAKLAND, CA 94607-4900 Phone: (510) 893-8701	SALES TAX	\$8,308.36
Payment Terms: Request Terms	GRAND TOTAL	\$105,688.36
DELIVER TO	Please remit payments to:	

Shipping Address: AMERICAN INDIAN PUBLIC CHARTER SCH ALEX LEE 171 12TH ST OAKLAND, CA 94607-4900

Phone: (510) 893-8701

Shipping Method: UPS Freight LTL, Special Services

CDW Government 75 Remittance Drive **Suite 1515** Chicago, IL 60675-1515

1



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$97,380.00	\$2,610.76/Month	\$97,380.00	\$3,015.86/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- · Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

RESTRICTOR 72 RESOURE 3320

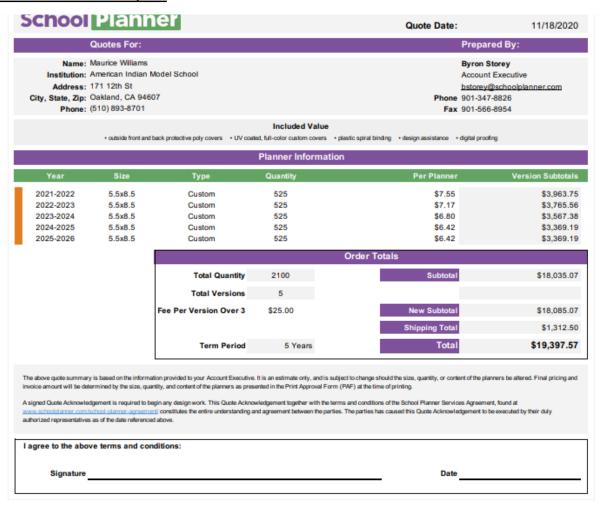
CRF: LEARNING LOSS MITIGATION (Supp/Concentration) FUND PROCUREMENT QUOTES

RESTRICTOR	SOURCE	OBJECT	ITEM	VENDOR	QUOTE		AMOUNT
72	CARES RELIEF FUND	4300	School Planner	School Planner	Quote dated 11/18/2020	\$	19,397.57
72	CARES RELIEF FUND	4410	Inventory System	School Dude	Q-209464	\$	2,024.51
72	CARES RELIEF FUND	4410	Computers/ Touch Screen/Carts -Elementary	CDW	LTFS181*	\$	105,688.36
72	CARES RELIEF FUND	4410	Chromebooks/Carts-Middle	CDW /APPLE	LTDF672	\$	38,604.64
72	CARES RELIEF FUND	4410	Chormebooks/Carts-High	CDW	LTDF508*	\$	28,953.48
72	CARES RELIEF FUND	4410	IMAC Computers	APPLE	2206763090*	\$	43,296.00
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000072223185.2	\$	7,000.00
72	CARES RELIEF FUND	4410	Laptops for Teachers	Dell	3000073376105.1	\$	11,208.24
72	CARES RELIEF FUND	4410	Software-Elementary	TCI -subscription	TCI Quote	\$	5,082.00
	TOTAL (CRF) Cares Relief Funds: Learning Loss Mitigation based on Supplemental and Concentration \$						241,857.23

^{*}Indicates Quote is funded in two sources

	SITE BUDGETED			
ITEM	AIPCS	AIPCS II	AIPHS	TOTAL
School Planner	\$ -	\$ -	\$ 19,500.00	\$ 19,500.00
Inventory System	\$ 344.17	\$ 1,012.01	\$ 668.09	\$ 2,024.26
Computers/ Touch Screen/Carts -Elementary	\$ -	\$ 80,000.00	\$ -	\$ 80,000.00
Chromebooks/Carts-Middle	\$20,000.00	\$ 20,000.00	\$ -	\$ 40,000.00
Chormebooks/Carts-High	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
IMAC Computers			\$ 30,000.00	\$ 30,000.00
Laptops for Teachers			\$ 7,000.00	\$ 7,000.00
Laptops for Teachers			\$ 10,000.00	\$ 10,000.00
Software-Elementary	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
	\$20,344.17	\$131,012.01	\$ 67,668.09	\$219,024.26

High School: School Planner Quote



DISTRICT WIDE: Inventory/Work Order Tracking System



Software for Smarter Operations

Nevember 18, 2020 Q-209464

Marisol Magana Operations Manager

AIMS K-12

171 12th Street

Oakland, CAS 94607

Dear Marisel,

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

ltem	First Term	Investment
Asset Essentials Core Dlus	7 menths	\$870.68
Dude Analytics	7 menths	\$0.00
lexesterx@irect	7 menths	\$281.78
Tachneloux Assentials Holp Dosk	7 menths	\$434.66
Technology Useentials - Insight	7 menths	\$437.39
	Investment:	\$2,024.51 USD

^{*4} months included at no additional cost

Dricing for the First Renewal Term is \$8,097.96 USD.

dudesolutions.com

11000 Regency Pkwy #400 / Cary, NC 27518



^{*}Initial term dates: 12/01/2020 - 06/30/2021

AIPCS II Elementary: CDW Touch Screen Computers/Licenses

QUOTE CONFIRMATION



DEAR ALEX LEE,

Thank you for considering CDW G for your computing needs. The details of your quote are below. <u>Click</u> <u>here</u> to convert your quote to an order.



ACCOUNT MANAGER NOTES: Please include quote # on your Purchase Order and Email your PO to Johnhar@cdwg.com or Fax to 312-705-8235.

QUOTE#	QUOTE DATE	QUOTE REFERENCE	CUSTOMER#	GRAND TOTAL
LTF8181	11/19/2020	DELL 3100 TOUCH CLAMSHELL X270	12467987	\$105,688.36

IMPORTANT - PLEASE READ
Fees applied to item(s): 6091268

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Chromebook 3100 - 11.6" - Celeron N4020 - 4 GB RAM - 32 GB cMMC	270	6091268	\$291.00	\$78,570.00
Mfg. Part#: VH5H8				
Clamshell Chromebook with Touchscreen Contract Bund, National Charter School Contract MV-IT-001 (MV-IT-001)				
Google Chrome Management Console License - Education	270	3577022	\$24.00	\$6,480.00
Mfg. Part#: CROSSWDISEDU				
UNSPSC: 43232804				
Electronic distribution - NO MEDIA				
Contract: SunC National Charter School Contract MV-IT-001 (MV-IT-001)				
&VasCharge,C36I+ - cart	9	4983142	\$1,250.00	\$11,250.00
Mfg. Part#: CHRGC36I+				
UNSPSC: 56101535				
Contract: 8uxQ. National Charter School Contract MV-IT-001 (MV-IT-001)				
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6091268	270	654809	\$4.00	\$1,080.00

171 12TH ST OAKLAND, CA 94607-4900	SALES TAX	\$8,308.36
Phone: (510) 893-8701 Payment Terms: Request Terms	GRAND TOTAL	\$105,688.36
DELIVER TO	Please remit payments to:	

Page 1 of 2

Shipping Address: AMERICAN INDIAN PUBLIC CHARTER SCH ALEX LEE 171 12TH ST OAKLAND, CA 94607-4900

Phone: (510) 893-8701

Shipping Method: UPS Freight LTL, Special Services

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW G SALES CONTACT INFORMATION



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

I

1

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$97,380.00	\$2,610.76/Month	\$97,380.00	\$3,015.86/M onth

Monthly payment based on 35 month, lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- . Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- · Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.edwg.com/content/lerms-conditions/product-sales.aspx

For more information, contact a CDW account manager

© 2020 CDW G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

<u>AIPCS (6-8) : Chromebooks/Carts/Licenses</u>

QUOTE CONFIRMATION



DEAR ALEX LEE,

Thank you for considering CDW G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.



ACCOUNT MANAGER NOTES: Please include quote # on your Purchase Order and Email your PO to Johnhar@cdwg.com or Fax to 312-705-8235.

QUOTE#	QUOTE DATE	QUOTE REFERENCE	CUSTOMER#	GRAND TOTAL
LTDF672	11/18/2020	LVO 100E INTEL X90 AICS	12467987	\$19,302.32

IMPORTANT - PLEASE READ
Fees applied to Item (s): 6025026

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook G2 11.5" Celeron N4020 4GB RAM 32GB Chrome DSP	60	6025026	\$219.94	\$13,196.40
Mfg. Part#: 81MA000TUS-DROPSHIP Contract: SuxC National Charter School Contract MV-IT-001 (MV-IT-001)				
Lenovo 1 Year Depot Support Warranty (School Year Term)	60	4473837	\$7.90	\$474.00
Mfg. Part#: 5WS0N75623 UNSPSC: B1112307				
Electronic distribution - NO MEDIA Contract: Succ. National Charter School Contract MV-IT-001 (MV-IT-001)				
Google Chrome Management Console License - Education	60	3577022	\$24.00	\$1,440.00
Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804				
Electronic distribution - NO MEDIA				
Contract: BuxC National Charter School Contract MV-IT-001 (MV-IT-001)				
AVes@hasse.C36I+ - cart	2	4983142	\$1,250.00	\$2,500.00
Mfg. Part#: CHRGC36I+				
UNSPSC: 56101535				
Contract: BuxQ National Charter School Contract MV-IT-001 (MV-IT-001)				
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6025026	60	654809	\$4.00	\$240.00

PURCHASER BILLING INFO SUBT	STOTAL	\$17,610.40
-----------------------------	--------	-------------

Page 1 of 2

Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH	SHIPPING	\$0.00
ACCOUNTS PAYABLE 171 12TH ST	RECYCLING FEE	\$240.00
OAKLAND, CA 94607-4900 Phone: (510) 893-8701	SALES TAX	\$1,451.92
Payment Terms: Request Terms	GRAND TOTAL	\$19,302.32
DELIVER TO	Please remit payments to:	
Shipping Address: AMERICAN INDIAN PUBLIC CHARTER SCH ALEX LEE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Shipping Method: DROP SHIP-COMMON CARRIER	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW G SALES CONTACT INFORMATION



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

ı

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$17,850.40	\$488.92/Month	\$17,850.40	\$561.93/Month

Monthly payment based on 35 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- . Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tallored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally blinding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx

For more information, contact a CDW account manager

© 2020 CDW G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AIPCS II (6-8): Chromebooks/Carts/Licenses

QUOTE CONFIRMATION



DEAR ALEX LEE,

Thank you for considering CDW G for your computing needs. The details of your quote are below. <u>Click</u> <u>here</u> to convert your quote to an order.



ACCOUNT MANAGER NOTES: Please include quote # on your Purchase Order and Email your PO to Johnhar@cdwg.com or Fax to 312-705-8235.

QUOTE#	QUOTE DATE	QUOTE REFERENCE	CUSTOMER#	GRAND TOTAL
LTDF672	11/18/2020	LVO 100E INTEL X90 AICS	12467987	\$19,302.32

IMPORTANT - PLEASE READ
Fees applied to item(s): 6025026

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook G2 11.5" Celeron N4020 4GB RAM 32GB Chrome DSP	60	6025026	\$219.94	\$13,196.40
Mfg. Part#: 81MA000TUS-DROPSHIP Contract: BuxQ. National Charter School Contract MV-IT-001 (MV-IT-001)				
Lenovo 1 Year Depot Support Warranty (School Year Term)	60	4473837	\$7.90	\$474.00
Mfg. Part#: 5WS0N75623 UNSPSC: B1112307				
Electronic distribution - NO MEDIA Contract: Busic, National Charter School Contract MV-IT-001 (MV-IT-001)				
Google Chrome Management Console License - Education	60	3577022	\$24.00	\$1,440.00
Mfg. Part#: CROSSWDISEDU				
UNSPSC: 43232804				
Electronic distribution - NO MEDIA				
Contract: BuxQ National Charter School Contract MV-IT-001 (MV-IT-001)				
&VerCharge C36I+ - cart	2	4983142	\$1,250.00	\$2,500.00
Mfg. Part#: CHRGC36I+				
UNSPSC: 56101535				
Contract: SucC National Charter School Contract MV-IT-001 (MV-IT-001)				
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6025026	60	654809	\$4.00	\$240.00

PURCHASER BILLING INFO SUBTOTAL \$17,610.40

Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH	SHIPPING	\$0.00
ACCOUNTS PAYABLE 171 12TH ST	RECYCLING FEE	\$240.00
OAKLAND, CA 94607-4900 Phone: (510) 893-8701	SALES TAX	\$1,451.92
Payment Terms: Request Terms	GRAND TOTAL	\$19,302.32
DELIVER TO	Please remit payments to:	
Shipping Address: AMERICAN INDIAN PUBLIC CHARTER SCH ALEX LEE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Shipping Method: DROP SHIP-COMMON CARRIER	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW G SALES CONTACT INFORMATION



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

- 1

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$17,850.40	\$488.92/Month	\$17,850.40	\$561.93/Month

Monthly payment based on 35 month, lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.edwg.com/content/lerms-conditions/product-sales aspx

For more information, contact a CDW account manager

© 2020 CDW G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AIPHS: Chromebooks/Carts/Licenses

QUOTE CONFIRMATION



DEAR ALEX LEE,

Thank you for considering CDW G for your computing needs. The details of your quote are below. <u>Click</u> <u>here</u> to convert your quote to an order.



ACCOUNT MANAGER NOTES: Please include quote # on your Purchase Order and Email your PO to Johnhar@cdwg.com or Fax to 312-705-8235.

QUOTE#	QUOTE DATE	QUOTE REFERENCE	CUSTOMER#	GRAND TOTAL
LTDF508	11/18/2020	LVO 100E INTEL X90 AIHS	12467987	\$28,953.48

#

IMPORTANT - PLEASE READ

PURCHASER BILLING INFO

Fees applied to Item(s): 6025026

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook G2 11.6" Celeron N4020 4GB RAM 32GB Chrome DSP	90	6025026	\$219.94	\$19,794.60
Mfg. Part#: 81MA000TUS-DROPSHIP Contract: SwxQ. National Charter School Contract MV-IT-001 (MV-IT-001)				
Lenovo 1 Year Depot Support Warranty (School Year Term)	90	4473837	\$7.90	\$711.00
Mfg. Part#: 5WS0N75623 UNSPSC: 81112307				
Electronic distribution - NO MEDIA				
Contract: BuxQ National Charter School Contract MV-IT-001 (MV-IT-001)				
Google Chrome Management Console License - Education	90	3577022	\$24.00	\$2,160.00
Mfg. Part#: CROSSWDISEDU				
UNSPSC: 43232804				
Electronic distribution - NO MEDIA				
Contract: SuxQ National Charter School Contract MV-IT-001 (MV-IT-001)				
6VesCharge C36i+ - cart	3	4983142	\$1,250.00	\$3,750.00
Mfg. Part#: CHRGC36I+				
UNSPSC: 56101535				
Contract: SuxC National Charter School Contract MV-IT-001 (MV-IT-001)				
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6025026	90	654809	\$4.00	\$360.00

Page 1 of 2

SUBTOTAL

\$26,415.60

Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH	SHIPPING	\$0.00
ACCOUNTS PAYABLE 171 12TH ST	RECYCLING FEE	\$360.00
OAKLAND, CA 94607-4900 Phone: (510) 893-8701	SALES TAX	\$2,177.88
Payment Terms: Request Terms	GRAND TOTAL	\$28,953.48
DELIVER TO	Please remit payments to:	
Shipping Address: AMERICAN INDIAN PUBLIC HIGH SCHOOL ALEX LEE 746 GRAND AVE OAKLAND, CA 94610-2714 Shipping Method: DROP SHIP-COMMON CARRIER	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 80675-1515	

Need Assistance? CDW G SALES CONTACT INFORMATION



John Hart (K-12 Sr. Account Manager)

(877) 554-4480

1

johnhar@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$26,775.60	\$724.28/Month	\$26,775.60	\$834.60/Month

Monthly payment based on 35 month, lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- . Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- · Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

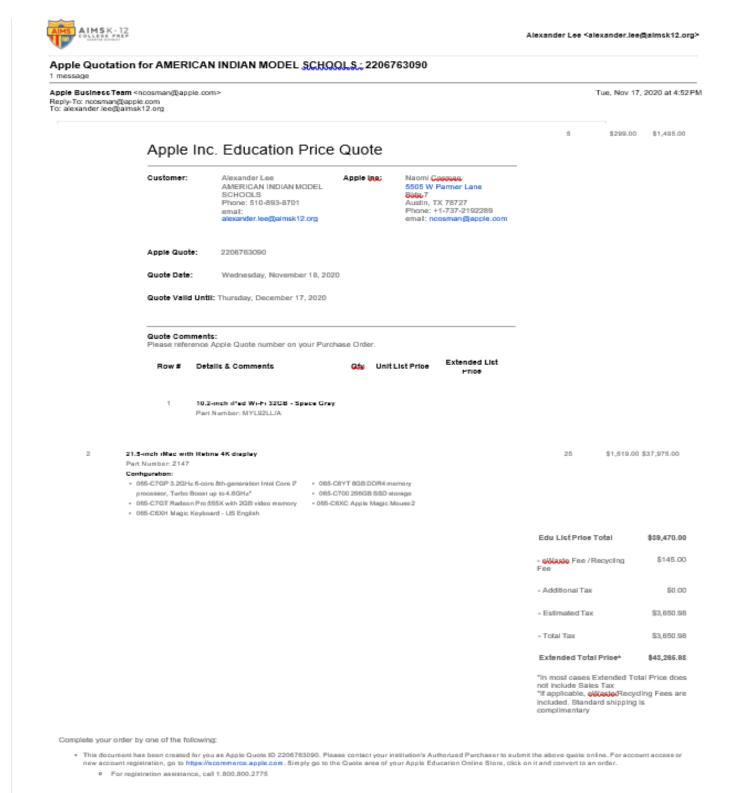
This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx

For more information, contact a CDW account manager

© 2020 CDW G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

HIGH SCHOOL: IMAC Computers

RESTRICTOR 32: \$14,000 RESTRICTOR 72: \$30,000



https://mail.google.com/mail/u/07ik=9e32c5903f&view=pt&search=all&permthid=thread-f%3A1683655219794102502%7Cmsg-f%3A16836572967864... 1/2

HIGH SCHOOL: Laptops Quote 1



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision.

If you are a Premier customer, you can complete your purchase now or go through your Premier Page. You can also get help with a new quote by contacting your Sales Rep for more assistance.

If you are not a Premier customer, click the Order Now button below to accept this quote and complete your order.

Order Now

Quote No. Total Customer # Quoted On Expires by 3000072223185.2 \$7,472.15 530015569684 Nov. 09, 2020 Dec. 09, 2020 Sales Rep Phone Email Billing To

Jonathan Morrow (800) 456-3355, 6182324 Jonathan_Morrow@Dell.com ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Jonathan Morrow

Shipping Group

Shipping To ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607 (151) 089-3870 Shipping Method Standard Delivery

 Product
 Unit Price
 Qtv.
 Subtotal

 Vostro Notebook 5502
 \$690.51
 10
 \$6,905.10

DBC as low as \$225.00 / month^	Subtotal:	\$6,905.10
	Shipping:	\$0.00
	Non-Taxable Amount:	\$774.70
	Taxable Amount:	\$6,130.40
	Estimated Tax:	\$567.05
	Total:	\$7,472.15

Consult your DFS rep. Special lease pricing may be available.

Shipping Group Details

Shipping To
ALEXANDER LEE
AMERICAN INDIAN MODEL
SCHOOLS
171 12TH ST
OAKLAND, CA 94607
(151) 089-3870

Shipping Method Standard Delivery

Vostro Notebook 5502 Estimated delivery if purchased today: Dec. 08, 2020		\$690.51	Otx. 10	Subtotal \$6,905.10
Description	SKU	Unit Price	Qtv.	Subtotal
Vostro Notebook 5502	210-AXEZ	-	10	-
11th Generation Intel(R) Core(TM) i5-1135G7 Processor (8MB Cache, up to 4.2 GHz)	338-BXHS	-	10	-
Windows 10 Pro (64bit) English	619-AHCR	-	10	-
System Driver for Windows	631-ACRW	-	10	-
8GB, 1x8GB, DDR4, 3200MHz	370-AFFQ	-	10	-
256GB M.2 PCIe NVIMe Solid State Drive	400-BGEQ	-	10	-
Intel(R) Iris(R) Xe Graphics with shared graphics memory	490-BGGR	-	10	-
15.6-inch FHD (1920 x 1080) Anti-glare LED Backlight Non-Touch Narrow Border WVA Display	391-BFLR	-	10	-
Backlit Keyboard, English	583-BFFP	-	10	-
802.11ac 2x2 WiFi and Bluetooth	555-BFQS	-	10	-
Palmest With Finger Print Reader	346-BGSG	-	10	-
3-Cell Battery, 40WHr (Integrated)	451-BCPU	-	10	-
45 Watt AC Adapter	450-AEHK	-	10	-
M.2 1TB PCIe NVMe Class 35 Solid State Drive	537-BBBL	-	10	-
ENERGY STAR Qualified	389-BKKG	-	10	-
Fixed Hardware Configuration	998-EGUG	-	10	-
Vintage Gray non-touch LCD cover	320-BDTG	-	10	-
Dell Limited Hardware Warranty	802-7114	-	10	-
ProSupport: Next Business Day Onsite, 1 Year	802-7123	-	10	-
ProSupport: 7x24 Technical Support, 1 Year	802-7124	-	10	-
Thank you choosing Dell ProSupport, For tech support, visit //support.dell.com/ProSupport	989-3449	-	10	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	10	-
McAfee Small Business Security 12-month subscription (CB-D)	525-0323	-	10	-
McAfee(R) 30day Trial	658-BCCO	-	10	-

Subtotal: \$6,905.10 Shipping: \$0.00 Estimated Tax: \$567.05 Total: \$7,472.15

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for, thirty, days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms. Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only. Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

*Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

HIGH SCHOOL: Laptops Quote 2



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision.

If you are a Premier customer, you can complete your purchase now or go through your Premier Page. You can also get help with a new quote by contacting your Sales Rep for more assistance.

If you are not a Premier customer, click the Order Now button below to accept this quote and complete your order.

Order Now

Quote No. Total Customer # Quoted On Expires by 3000073376105.1 \$11,208.24 530015569684 Nov. 16, 2020 Dec. 16, 2020 Sales Rep Phone Email Billing To Jonathan Morrow (800) 456-3355, 6182324 Jonathan_Morrow@Dell.com ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Jonathan Morrow

Shipping Group

Shipping To ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607 (151) 089-3870 Shipping Method Expedited Delivery

 Product
 Unit Price
 Qty.
 Subtotal

 Vostro Notebook 5502
 \$690.51
 15
 \$10,357.65

DBC as low as \$337.00 / month^	Subtotal:	\$10,357.65
	Shipping:	\$0.00
	Non-Taxable Amount:	\$1,161.90
	Taxable Amount:	\$9,195.75
	Estimated Tax:	\$850.59
	Total:	\$11,208.24

Consult your DFS rep. Special lease pricing may be available.

Shipping Group Details

Shipping To ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607 (151) 089-3870 Shipping Method Expedited Delivery

				_
Vostro Notebook 5502 Estimated delivery if purchased today: Dec. 04, 2020		\$690.51	Otx 15	Subtota \$10,357.65
Description	sku	Unit Price	Qtx.	Subtota
Vostro Notebook 5502	210-AXEZ	-	15	
11th Generation Intel(R) Core(TM) i5-1135G7 Processor (8MB Cache, up to 4.2 GHz)	338-BXHS	-	15	
Windows 10 Pro (64bit) English	619-AHCR	-	15	
System Driver for Windows	631-ACRW	-	15	
8GB, 1x8GB, DDR4, 3200MHz	370-AFFQ	-	15	
256GB M.2 PCIe NVINe Solid State Drive	400-BGEQ	-	15	
Intel(R) Iris(R) Xe Graphics with shared graphics memory	490-BGGR	-	15	
15.6-inch FHD (1920 x 1080) Anti-glare LED Backlight Non-Touch Narrow Border WVA Display	391-BFLR	-	15	
Backlit Keyboard, English	583-BFFP	-	15	
802.11ac 2x2 WiFi and Bluetooth	555-BFQS	-	15	
Calmost With Finger Print Reader	346-BGSG	-	15	
3-Cell Battery, 40WHr (Integrated)	451-BCPU	-	15	
45 Watt AC Adapter	450-AEHK	-	15	
E4 US Power Cord	537-BBBL	-	15	
ENERGY STAR Qualified	389-BKKG	-	15	
Fixed Hardware Configuration	998-EGUG	-	15	
/intage Gray non-touch LCD cover	320-BDTG	-	15	
Dell Limited Hardware Warranty	802-7114	-	15	
ProSupport: Next Business Day Onsite, 1 Year	802-7123	-	15	
CroSupport: 7x24 Technical Support, 1 Year	802-7124	-	15	
Thank you choosing Dell <u>ProSupport</u> . For tech support, visit /support.dell.com/ <u>ProSupport</u>	989-3449	-	15	
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	15	
McAfee Small Business Security 12-month subscription (CB-D)	525-0323	-	15	
McAfee(R) 30day Trial	658-BCCO	-	15	

Subtotal: Shipping: Estimated Tax: \$10,357.65 \$0.00 \$850.59

Total:

\$11,208.24

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for, thirty, days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or or cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms, Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only. Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

*Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

AIPCS II ELEMENTARY: Software



Quote

Thank you for your interest in TCI products. Quotes generated online through our website are not stored or available for TCI employees to access and/or view. Please read our FAQs at https://www.teachtci.com/faqs if you need further assistance.

Item	Item Number	Quantity	Price	Total
SSA! My Community: Teacher Subscription (1 💢)	0944-01	3	\$96.00	\$288.00
SSA! My School and Family: Teacher Subscription (1 💢)	0876-01	3	\$96.00	\$288.00
SSA! Me & My World: Teacher Subscription (1 💢)	0081-01	3	\$88.00	\$264.00
SSA! America's Past: Student Subscription (1 💢)	9930-01	30	\$22.00	\$660.00
SSA! America's Past: Teacher Subscription (1 💢)	9923-01	3	\$114.00	\$342.00
SSA! California's Promise: Student Subscription (1 💢)	4829-01	30	\$22.00	\$660.00
SSA! California's Promise: Teacher Subscription (1 💢)	4850-01	3	\$114.00	\$342.00
SSA! California's Communities: Student Subscription (1 📆)	4751-01	30	\$17.00	\$510.00
SSA! California's Communities: Teacher Subscription (1 💥)	4782-01	3	\$96.00	\$288.00
SSA! My Community: Student Subscription (1 💢)	0951-01	30	\$17.00	\$510.00
SSA! My School and Family: Student Subscription (1 💢)	0883-01	30	\$17.00	\$510.00
SSA! Me & My World: Student Subscription (1 💢)	0333-01	30	\$14.00	\$420.00
			Subtotal	\$5,082.00
			Shipping	\$0.00
			Total	\$5,082.00

And now for the ne print!

Due to COVID-19 school shutdowns and enhanced safety procedures, customers should be prepared for extended shipping delays. Thankyou for your understanding as we work to protect the logistics workers who help bring TCI to schools across the country.

Shipping: The Shipping amount shown on the quote is only an estimate based on TCI's ground shipping rates. TCI ships all non-subscription items for regular domestic orders at a ground shipping rate 5% of the order subtotal or \$5.00 minimum. Online subscription orders do not incur a shipping or handling fee. Print orders can be expedited to any domestic location at 8% of the order subtotal or \$10.00 minimum. Science Materials Kits can be expedited to any domestic location at 25% of item subtotal. All print orders to Alaska or Hawaii are shipped via expedited shipping at 8% of the order subtotal or \$10.00 minimum. All Science Materials Kit orders to Alaska or Hawaii are shipped via expedited shipping at 25% of item subtotal. TCI cannot ship to P.O. Box, APO or FPO addresses. TCI does not ship to international locations. If your order includes physical items, you must provide a US destination for shipping. TCI will not complete international customs forms or any other documentation required for international shipments. TCI is not responsible for any applicable duty, customs charges, or taxes. All items ordered (both print and digital) are included on the commercial invoice sent with any physical shipment, and all items may be subject to the tax and duties of the resident country. All orders ship FOB shipping point.

Sales Tax: Read our FAQs for information on Sales Tax.

RESTRICTOR 32 RESOURE 3210

ESSER PROCUREMENT QUOTES

RESTRICTOR	SOURCE	OBJECT	ITEM	VENDOR	QUOTE	AMOUNT
RESTRICTOR	JOUNCE	OBJECT	11 2.111	VENDOR	QUOTE	AMOUNT
32	ESSER	4400	Furniture Desk Elementary School	School Outfitters	QUO11247881	\$ 45,263.66
32	ESSER	4400	Furniture Desk High School	Worthington Direct	10580815	\$ 9,042.91
32	ESSER	5601	Windows	AMA Glass	Estimate Dated 6/24/2020	\$ 89,850.00
32	ESSER	4410	IMAC Computers	APPLE	2206763090*	\$ 43,296.00
32	ESSER	5610	Repair on Trane Condensing Unit	Carrier Corp	2071Q685282	\$ 21,784.00
32	ESSER	5610	Install Tranducer Across Air Handler	Carrier Corp	2071Q685230-1	\$ 3,380.00
TOTAL (ESSER) ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF FUND QUOTES					\$ 212,616.57	

^{*}Indicates Quote is funded in two sources

	SITE BUDGETED				
ITEM	AIPCS	AIPCS II	AIPHS	TOTAL	
Furniture Desk Elementary School	\$ -	\$ 45,263.66	\$ -	\$ 45,263.66	
Furniture Desk High School	\$ -	\$ -	\$10,000.00	\$ 10,000.00	
Windows	\$26,148.07	\$ 72,451.93	\$ -	\$ 98,600.00	
IMAC Computers	\$ -	\$ -	\$14,000.00	\$ 14,000.00	
Repair on Trane Condensing Unit	\$ -	\$ 21,785.00	\$ -	\$ 21,785.00	
Install Tranducer Across Air Handler	\$ -	\$ 3,380.00	\$ -	\$ 3,380.00	
	\$26,148.07	\$142,880.59	\$24,000.00	\$193,028.66	

FURNITURE QUOTE: ELEMENTARY

Quote Summary

Quote #: QUO11247881 Valid through: 12/18/2020

Bill to:

American Indian Public Charter School Justin Shelmire 171 12th St

Oakland CA 94607-4900 USA

Ship to:

American Indian Public Charter School Justin Shelmire

171 12th St

Oakland CA 94607-4900 USA

Product SubTotal: \$39,898.32

\$1,674.75

3,690.59

\$45,263.66

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	VIR-280OPN	280OPN IQ Series Student Desk	78	\$657.00 \$20,208.24	61%	\$259.08	
		Options:		,			
		Laminate Desk Top – Fusion Maple					
		desktop w/ Clear Lacquer Edge (+ \$0.00)					
		Frame – Silver Mist (+ \$0.00)					
	1 . 1 .	Book Box – Green Apple Book Box Color (+ \$0.00)					
		Estimated Delivery:					
		37 business days after order confirmation					
2.	VIR-280OPN	2800PN IQ Series Student Desk				76 \$657.00 6 ⁻² \$259.08 \$ ⁻²	
		Options:				*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Frame – Silver Mist (+ \$0.00)					
		Laminate Desk Top – Fusion Maple					
		desktop w/ Clear Lacquer Edge (+ \$0.00)					
	1 , 1 ,	Book Box – Green Apple Book Box Color (+ \$0.00)					
		Estimated Delivery:					
		38 business days after order confirmation					

Snipping & Handling Breakdown

 Items Shipping From:
 Shipping Via:
 Service(s) Included:
 Shipping & Handling:

 COE Distributing
 REDDAWAY
 Inside Delivery Lift
 Sales Tax:

 Gate
 Grand Total:

Important Shipping Information

Shipping on specified items includes a lift gate on the truck and inside delivery. The driver will lower items to the ground and assist with bringing items inside.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts on damages must be reported to customer

FURNITURE QUOTE: HIGH SCHOOL



800-599-6636

Mon-Thur: 8-6 | Fri 8-5 CST · Se Habla Espanol www.worthingtondirect.com

Sales Receipt ORDER #: 10580815

Billing Information		Shipping Information	
Organization Name Name Billing Street Billing City, State Zip Billing Phone	American Indian Public High School Maurice Williams 746 Grand Avenue Oakland, CA 94610 (510) 853 0243	Company Name Attention Name Street City, State Zip Phone Email Organization Type	AIMS College Prep High School Maurice Williams 746 Grand Ave. Oakland, CA 94610 (510) 853 0243 maurice.williams@aimschools.org K-12 Public School
		Shipping Instructions: Liftgate delivery is selected	

Order Information

Promo Code:

Order Details

		Item		Stock #	Price	Quantity	Subtotal
gage.	1633K1- 4/53318-10	Triangle Creator Table & Hierarchy Chair Package - Ten 18" (5th-Adult) Chairs + Four Tables Estimated Lead-Time: 2 weeks, plus 2-5 days for transit	Gray Elm - 8201 Yellow -YE Edge Platinum Frame -P Yellow -YE Platinum -PL	20H99	\$1,749.95	2	\$3,499.90
H	01555/01452(2)	Multi Media Cafe Style Meeting Table- 42" x 72" x 36" H Circular Bases Estimated Lead-Time: 1 week to 2 weeks, plus 2-5 days for transit	High Rise - HR Yellow -Y 3/8 Bumper Tmold -3/8 Platinum -PL	81B23	\$586.95	2	\$1,173.90
H	01555/01452(2)	Multi Media Cafe Style Meeting Table- 42" x 72" x 36" H Circular Bases Estimated Lead-Time: 1 week to 2 weeks, plus 2-5 days for transit	High Rise - HR Red -R 3/8 Bumper Tmold -3/8 Platinum -PL	81B23	\$586.95	1	\$586.95
I	50970	Hierarchy Grow Adjustable Stool 17*-24" H Estimated Lead-Time: 5 days, plus 2-5 days for transit	Red -HRED	20G42	\$121.95	5	\$609.75
Ī	50970	Hierarchy Grow Adjustable Stool 17*-24" H Estimated Lead-Time: 5 days, plus 2-5 days for transit	Yellow - HYLW	20G42	\$121.95	11	\$1,341.45

Subtotal: \$7,211.95 Shipping: \$1,163.85 Sales Tax: \$667.11 *Total: \$9,042.91

Thank you for your business!

WINDOW QUOTE: 12th STREET CAMPUS



Date: 6/24/2020

Estimate

3080 Broadway Oakland CA 94611 Lic#1011233 Bahman Shababi

American Indian Model School Job Address: 171 12th ST Oakland Ca 9460

ATTN: Tiffany Tung

We propose to provide the following to install.

- 1) To remove 4 PCS existing single pane Fix window ¼" glass the storefront system frame the building in First / Second /Third floor Classroom the Building
- 2) To install (PCS Dark Bronze Retro -Fit frame Double pane glass. Each window has three panels One on TOP fix window and Two BOT panel windows Awning Tempered glass with opener included screens and film all the windows. Some of the wall on Classrooms is in the middle of the big windows. We aren't able to replace it ,not including in Estimate. Each windows for to replace will be \$3240.00 We will provide Certificate of liability Insurance and Bond

Material, Labor, Tax

Total: \$ 89850.00

(Included Material, Labor, Tax Quotation is valid for 30 days.

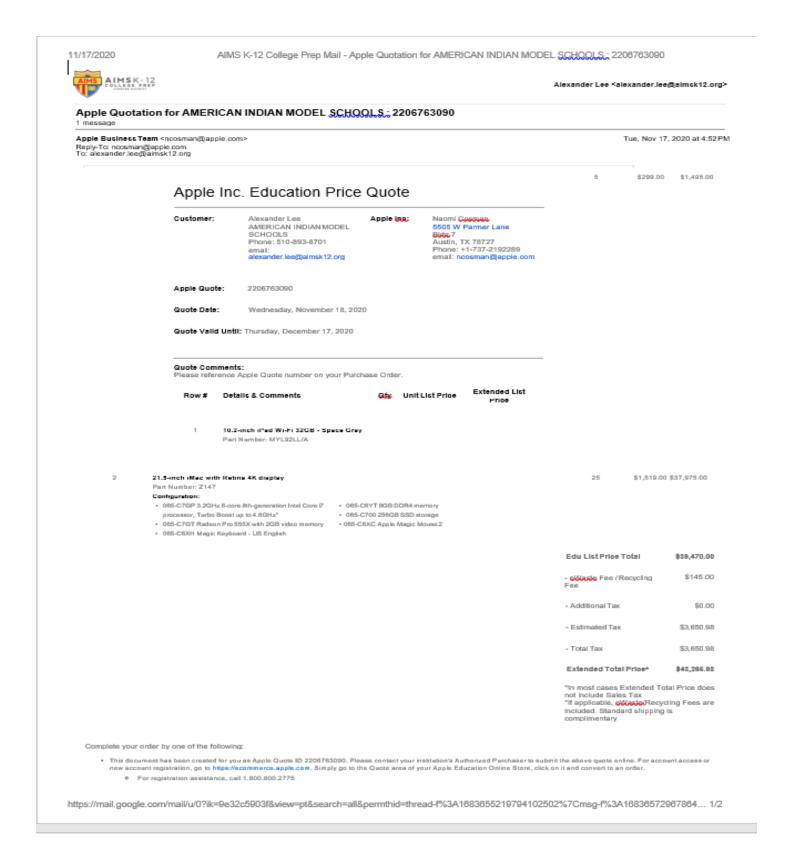
Thank you for giving us the opportunity to bid on your project if this Quote meets with your approval please sign and return.

Tiffany	Tung	:
imany	rung	;

Phone (510) 453-7030 Fax: (877) 668-5095 E-mail: amaglassco@gmail.com

IMAC COMPUTERS: HIGH SCHOOL

AIPHS BUDGET: RESTRICTOR 32 \$14,000 AIPHS BUDGET: RESTRICTOR 74 \$30,000



Trane Condensing Unit Repair: 12th Street Campus





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

Subject: Carrier will perform repairs on Trane Condensing Unit. Quotation #: 2071Q685282

Dear Marisol,

Thank you for allowing Carrier to provide you with a quote for the above stated work. Jim from Carrier found the following. 1. Found compressor 2A is locked up causing circuit breaker to trip. The compressor will need to be replaced. 2. Found oil equalizer line from compressor 1A to 2A is leaking and needs to be repaired. 3. Found liquid line check valve leaking on circuit B. The check valve will need to be replaced. Please find the following scope of work.

Scope of Work for circuit A:

- Recover remaining charge.
- Disconnect compressor.
- Remove and replace compressor.
- Reconnect compressor.
- Repair oil equalizer line.
- Replace drier cores.
- Leak check, evacuate added recovered refrigerant.
- Top off refrigerant charge with up to 50lbs of refrigerant.
- Perform startup and check for proper operation.

Scope of Work for circuit B:

- Recover entire charge.
- Cut out old valve and install new valve.
- Replace drier cores.
- Leak check, evacuate added recovered refrigerant.
- Perform startup and check for proper operation.

Our experience and long-term relationship will guarantee the work is done correctly, professionally, and with your satisfaction in mind first and foremost.

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

Trane Condensing Unit Repair: 12th Street Campus

The cost to perform the above work on circuit "A" will be						
The above prices do include sales tax and are Carrier will provide its standard industry warran All work will be done during normal Carrier bus	nty of one-year parts and 90 days labor.					
Thank you for choosing Carrier as your HVAC questions regarding the above, please feel free						
Sincerely,	Accepted by:					
Bruce S. August Senior Sales Engineer/Project Manager CARRIER CORPORATION	Purchase Order #:					

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

Install Pressure Transducer: 12th Street Campus





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

Subject: Carrier will install pressure transducer across existing air handler filter bank to monitor filter pressure drop. Quotation #: 2071Q685230-1

Dear Marisol,

Thank you for allowing Carrier to provide you with a quote for the above stated work. Please find the following scope of work.

Scope of Work

- Provide and install pressure transducer across existing air handler filter bank to monitor filter pressure drop.
- Provide and install conduit and wiring to connect and install the new pressure transducer to the existing UCXP controller in the rooftop control panel.
- Provide programming to add routine into existing air handler programming.
- 4. Provide start check and commissioning to verify proper operation
- Update i-Vu front end to reflect changes.
- Make changes to existing Engineering and Drawings.
- Customer training

Work Not Included

- 1. All work is estimated at straight time rates; no overtime is included.
- All electrical wiring is 24 volts. No electrical wiring 120VAC and above is included.

*The cost to perform the above work will be.....\$3,380.00

The above price does include sales tax and is good for (30) days.

Carrier will provide its standard industry warranty of one-year parts and 90 days labor.

All work will be done during normal Carrier business hours.

Once again, Carrier would like to thank you for the opportunity to be of service to you. If you have any questions, please call at your convenience 510-347-2037.

Sincerely,	Accepted By:	_
Bruce S. August	Date:	
Senior Sales Engineer/Project Manager Carrier Corporation		
BSS	PO#:	

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

^{*}This cost only includes what is in the above scope of work.

DUPLICATE ORIGINAL FHOTOCOPY
Original with: Used Ed 44
Original with: Via Fed Gy CLIENT 9/29/15
LAW OFFICES OF
ROBB & ROSS
(MILL VALLEY)

SECOND AMENDMENT TO THE ROBERTO FAMILY TRUST DATED JULY 12, 2012

THIS SECOND AMENDMENT is made this _______ day of ________, 2015, between RONALD R. ROBERTO, also known as RONALD RICHARD ROBERTO, and GENEVIEVE M. ROBERTO, also known as GENEVIEVE MARIE ROBERTO, as Trustors, and GENEVIEVE M. ROBERTO, as Trustee, with respect to the following:

Recitals

- 1. RONALD R. ROBERTO ("RONALD") and GENEVIEVE M. ROBERTO ("GENEVIEVE"), husband and wife, established The Roberto Family Trust dated July 12, 2012 (hereafter "the Trust") as Trustors and Trustees.
- 2. On March 13, 2015, RONALD resigned as a co-trustee and KIM SCHWARCZ was appointed to serve along with GENEVIEVE as a co-trustee of the Trust.
- 3. On September 17, 2015, KIM SCHWARCZ resigned as cotrustee of the Trust. GENEVIEVE is now the sole acting trustee of the Trust.
- 4. Pursuant to Paragraph 13 of the Trust, the Trust may be amended from time to time during the lifetimes of both trustors by an instrument in writing delivered to the trustee.
- 5. Trustors amended the Trust for the first time on March 13, 2015 ("the First Amendment"). By this document, trustors wish to amend the Trust for the second time.

ZRK JR70f 417

Amendments

FIRST: Trustors hereby confirm the distribution of Fifty Thousand Dollars (\$50,000) to Trustors' friend REBECA DELEON, 85 North Ave., Apt. 2A, San Rafael, CA, 94903, if she is then living, as set forth in Paragraph FIRST of the First Amendment and added to the Trust as Paragraph 9.2.25.

SECOND: Trustors hereby revoke the distribution of Trustors' 2006 BMW to Husband's nephew STEVEN SAUER, as set forth in Paragraph 9.1.6 titled "2006 BMW" on page 10 of the Trust, and substitute nothing in its place.

<u>THIRD</u>: Trustors hereby revoke the distribution of Wife's 18 carat gold Moroccan bracelet and five diamond bracelet to Wife's grandniece ANNE-SOPHIE BRASSIÉ, as set forth in Paragraph 9.1.7 titled "<u>Jewelry</u>" on page 11 of the Trust, and substitute nothing in its place.

<u>FOURTH</u>: Trustors hereby revoke the distribution of Trustors' paintings signed by Christiane Brassié to Wife's grandnephew Wife's GUILLAUME BRASSIÉ and grandniece ANNE-SOPHIE BRASSIÉ, as set forth in Paragraph 9.1.8 titled "<u>Christiane Brassié Paintings</u>" on page 11 of the Trust, and substitute nothing in its place.

<u>FIFTH</u>: Trustors hereby revoke the distribution of the sum of One Hundred Thousand Dollars (\$100,000) to Wife's grandnephew GUILLAUME BRASSIÉ, as set forth in Paragraph 9.2.3 on page 12 of the Trust and referenced in the First Amendment thereto, and substitute nothing in its place.

<u>SIXTH</u>: Trustors hereby revoke the distribution of the sum of One Hundred Thousand Dollars (\$100,000) to Wife's grandniece ANNE-SOPHIE BRASSIÉ, as set forth in Paragraph 9.2.4 on page 12 of the Trust, and substitute nothing in its place.

H:\R\Roberto\Trust2ndAmend.wpd

-2-

SEVENTH: Trustors hereby revoke the distribution of the sum of Ten Thousand Dollars (\$10,000) to SEAN OLSON, as set forth in Paragraph 9.2.20 on page 15 of the Trust, and in its place substitute the following:

"9.2.20 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to CHURCH WORLD SERVICE, 475 Riverside Drive, Suite 700, New York, NY 10415, for its general uses and purposes."

<u>EIGHTH</u>: Trustors hereby revoke the distribution of the sum of Fifty Thousand Dollars (\$50,000) to SAVE THE CHILDREN, as set forth in Paragraph 9.2.21 on page 15 of the Trust, and in its place substitute the following:

"9.2.21 The sum of Fifty Thousand Dollars
(\$50,000) shall be distributed to CHILDREN
INTERNATIONAL, 2000 East Red Bridge Rd., Kansas
City, MO 64121, for its general uses and purposes."

<u>NINTH</u>: Trustors hereby revoke the distribution of the sum of Thirty Thousand Dollars (\$30,000) to LA CHÂINE DE L'ESPOIR, as set forth in Paragraph 9.2.24 on page 15 of the Trust, and substitute nothing in its place.

TENTH: Trustors hereby revise the distribution to LA JOLLA INSTITUTE FOR ALLERGY AND IMMUNOLOGY, set forth in Paragraph 9.3.11 on page 16 of the Trust, by reducing the percentage from five percent (5%) to two percent (2%).

ELEVENTH: Trustors hereby revoke the distribution of Seven Percent (7%) of the undistributed balance of the trust estate to OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER, as set forth in Paragraph 9.3.12 on page 16 of the Trust, and in its place substitute the following:

H:\R\Roberto\Trust2ndAmend.wpd

-3-

RKK

"9.3.12 Ten Percent (10%) thereof shall be distributed to the MICHAEL J. FOX FOUNDATION, P.O. Box 5014, Hagerstown, MD 21741-5014, for San Francisco Team FOX For Parkinson's Research."

TWELFTH: Trustors hereby amend in its entirety for the second time Paragraph 27.1 on page 26 of the Trust as follows:

"27.1. During Joint Lifetimes. RONALD and GENEVIEVE were the initial co-trustees of the Trust. Upon the resignation of RONALD as co-trustee, GENEVIEVE appointed KIM SCHWARCZ to serve as a co-trustee along with GENEVIEVE. KIM SCHWARCZ has resigned as a co-trustee and, as of the date of execution of this document, GENEVIEVE is the currently acting sole trustee of the Trust. If GENEVIEVE, for any reason, is unable or ceases to act as trustee of the Trust, GENEVIEVE shall have the power to designate a successor trustee of the Trust. If GENEVIEVE fails or is unable or unwilling to designate a successor trustee of the Trust, then BANK OF THE WEST shall serve as successor trustee. If BANK OF THE WEST fails or ceases to act as trustee. the following person shall have the power to designate a successor trustee:

PAUL TOUR-SARKISSIAN

THIRTEENTH: Trustors hereby amend in its entirety for the second time Paragraph 27.2 on page 26 of the Trust as follows:

"27.2. After Death of First Spouse. On the death of the Deceased Spouse if the Deceased Spouse is RONALD, GENEVIEVE shall continue as sole trustee of each and every trust established under this Agreement. If GENEVIEVE for any reason, including death, is unable or ceases to act as trustee of any such trusts, then GENEVIEVE shall have the power to designate a successor trustee. If GENEVIEVE fails or is unable or unwilling to designate a successor trustee, then BANK OF THE WEST shall serve as successor trustee. If BANK OF THE WEST fails or

-4-

H:\R\Roberto\Trust2ndAmend.wpd

KKR

ceases to act as trustee, the following, in the order of priority hereafter listed, shall have the power to designate a successor trustee:

- GENEVIEVE M. ROBERTO
- 2. PAUL TOUR-SARKISSIAN

On the death of the Deceased Spouse if the Deceased Spouse is GENEVIEVE, GENEVIEVE shall have the power to designate a successor trustee of each and every trust established under this Agreement. If GENEVIEVE fails or is unable or unwilling to designate a successor trustee, then BANK OF THE WEST shall serve as successor trustee. If BANK OF THE WEST fails or ceases to act as trustee, the following person shall have the power to designate a successor trustee:

PAUL TOUR-SARKISSIAN

In the event that GENEVIEVE at any time appoints a co-trustee of the Trust, if GENEVIEVE for any reason is unable or ceases to act as co-trustee the person or entity acting as co-trustee shall continue as sole trustee unless GENEVIEVE shall designate that a different person or entity serve as successor trustee."

FOURTEENTH: Trustors hereby amend the first sentence of Paragraph 27.3 titled "Appointment Of Successor Trustee" on page 26 of the Trust to provide as follows:

"In the event that the foregoing fails to result in the appointment of a successor trustee, any acting trustee shall have the power to designate one or more individuals or corporate fiduciaries to serve concurrently or serially to succeed the trustee on his or her inability or unwillingness to act."

FIFTEENTH: The provisions of Paragraph 46 on page 38 titled "No Contest Clause" are hereby confirmed and shall apply in all respects to this Second Amendment.

-5-

H:\R\Roberto\Trust2ndAmend.wpd

IXRK

<u>SIXTEENTH</u>: The provisions of the First Amendment have all been either confirmed or revoked by this Second Amendment. In all other respects the provisions of the Trust are hereby confirmed and approved.

RONALD R. ROBERTO

Trustor

GENEVIEVE M. ROBERTO

Trustor/Trustee

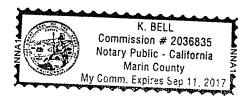
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA	
)
COUNTY OF MARIN)

On this 38 day of September, 2015, before me, K. Bell, Notary Public, personally appeared RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



K. Beeg

American Indian Model Schools
Oakland California
Intervention Aide
HR@aimschools.org

JOB DESCRIPTION INTERVENTION AIDE

Responsibilities:

Under supervision, the Intervention Aide will work directly with students to implement differentiated instructional strategies and intervention programs that are intended to increase student learning. This position meets the requirements for federally funded programs.

ESSENTIAL JOB FUNCTIONS:

The essential duties of the position include, but are not limited to:

- .• Implement lesson plans as designed by teacher; support in the delivery of intervention instruction for assigned student or students.
- Communicate measurable learning objectives and guide assigned student toward mastery of goals. Utilize instructional techniques and appropriate instructional material as prescribed by classroom teacher.
- Assist in tracking and the completion of course work.
- Understand the goals and objectives outlined in the assigned student's Individual Education Plan (IEP) and/or intervention plan.
- Systematically record and graph data specific to assigned student regarding overall instructional progress, achievement of goals, and other information as required.
- Implement interventions as prescribed
- Complete time accounting log on a daily and weekly basis, accurately and meeting deadlines.
- Complete incident reports within specified time requirements, as needed.
- Adhere to policies and procedures found in the AIMS Employee Handbook.

Experience & Credentials:

- Associates' degree required; Bachelor's degree preferred.
- Previous experience preferred.

Communication & Interpersonal Skills:

- Exhibits strong interpersonal and communication skills. Creates a responsive and
 productive working relationship with parents, children, teachers, other staff and the
 local community through remaining accessible and communicating clearly and
 concisely.
- Utilizes technology systems to effectively communicate with staff, parents and the administrative team.

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Individuals may perform other duties as assigned including work in other areas to cover absences or relief to equalize peak work periods or otherwise balance the workload.



American Indian Model Schools

171 12thStreet 3rd Floor Oakland, CA 94607

Community Liaison

Summary Description:

The Community Liaison will engage with and involve parents in the school community by working with the Head of School, school staff, school leadership team, parent associations, community groups and parent advisory councils. This position serves all AIMS schools. This position focuses on creating a welcoming environment for parents, and maintaining year round family involvement. The Community Liaison will identify parent and related school/community issues and work with the Head of School to see they are addressed in a timely manner. This position qualifies for federal funding.

Duties and Responsibilities:

- Assists with leading parent advisory councils SSC.
- Leads FAC (Family Advisory Committee).
- Performs parent outreach, calling families on a regular basis.
- Ensures translation services are provided at school meetings and orientations.
- Increases parent involvement in the school by working closely with all school, parent and community organizations.
- Serves as facilitator for parent and school community concerns and issues including, for example, school policies or facilities issues.
- Conducts outreach to engage parents in their children's education.
- Convenes regular parent meetings and events around topics of key concerns to parents. Attends parent meetings along with the Head of School, where appropriate. Works with the school parent association, where needed, to provide assistance in
 - establishing by-laws, holding elections and conducting their affairs in accordance with School/District/State and Federal regulations.
- Serves as a school liaison to parent support staff.
- Maintains ongoing contact with community organizations that are involved with providing services to the school's educational program.
- Assists with organizing back to school and other events to increase parental and

community involvement and creates a welcoming school environment to parents. • Performs other duties as assigned.

Requirements:

Bachelor's degree from an accredited college and two years of experience in community work in an area related to the duties described above; or an Associate Degree or its educational equivalent and four years of experience in community work in an area related to the duties described above is preferred.

Preferred

- Familiarity with the Oakland Public Charter School system.
- Presently or formerly a public-school parent.
- Experience with convening workshops.
- Bilingual where there is a significant non-English speaking population. Excellent communication, organizational, interpersonal and problem-solving skills. Conflict resolution and mediation skills.
- Experience working with families and parents.
- Proficiency with MS Word, Excel, electronic mail, and internet.
- Experience with grant writing and other fund raising strategies.

Position will require flexibility with respect to work hours in order to meet the needs of parents, including early mornings, evenings and weekends. The position may also require occasional assignment to different work sites such as during summer months.

This position is an exempt position. The incumbent is not eligible for overtime compensation. The Board of Directors reserves the right to waive any minimum qualification.

(PABA)



American Indian Model Schools ELD Coordinator

DESCRIPTION

Under the direction of the Superintendent or designee, the Coordinator serves as an educational leader of the school. The ELD Coordinator is accountable to the Superintendent or designee for the quality of teaching, curriculum, instruction, postsecondary preparation, and the achievement of students. This position qualifies for federal funding.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists school administrators for the purpose of supporting them in meeting the needs of English Language Learners.
- Conducts meetings with staff for the purpose of coordinating districtwide activities including disseminating and receiving information, planning and implementing activities/events, addressing operational issues, etc.
- Confers with staff as may be appropriate regarding instructional techniques, organization of practices, etc. for the purpose of providing guidance and mentoring.
- Coordinates a variety of administrative activities (e.g. screening, interviewing, recommending, and/or orienting program staff; etc.) for the purpose of ensuring a positive learning environment and the efficient use of resources within the specified program area.
- Coordinates language proficiency testing (e.g. LPAC) for the purpose of identifying students that qualify for English Language Development programs.
- Identifies program needs (e.g. instructional materials and equipment, etc.) for the purpose of providing input to school administration that will enhance the ELD program.
- Monitors District and Site level advisory committees (e.g. DELAC, ELAC) for the purpose of ensuring compliance and obtaining input to maximize program effectiveness.
- Monitors inventory of instructional materials, equipment and supplies for the purpose of identifying required items to provide instruction in accordance with established curriculum. Participates in meetings, workshops, trainings, and seminars (e.g. site management team, specialized staff, district curriculum, etc.) for the purpose of conveying and/or gathering information required to perform functions.
- Prepares a variety of reports and written materials (e.g. District ELD plan, benchmark objectives, supply orders, equipment inventory, etc.) for the purpose of documenting activities and ensuring compliance with established guidelines.
- Recommends budget expenditures for the purpose of addressing curricular, equipment and supply needs required to implement the instructional program.
- Researches new material and recommends pilot projects for the purpose of providing the most effective program for the students.
- Responds to inquiries from school personnel for the purpose of providing information, assistance and/or direction related to the grade level or special area activities.

EDUCATION AND EXPERIENCE

- Masters' Degree in educational related field
- Possesses or eligible for Administrative Services Credential (desired)
- Minimum 3 years of successful teaching

QUALIFICATIONS

- 3 letters of recommendation (1 from a direct supervisor)
- Demonstrated observation and coaching ability in classroom

This is an exempt position. The incumbent is not eligible for overtime compensation. The Board of Directors reserves the right to waive any minimum qualification.

(Pending AIMS Board Approval)



American Indian Model Schools

171 12th Street 3rd Floor Oakland, CA 94607

ELD INSTRUCTIONAL AIDE

Responsibilities:

Under supervision of the ELD Coordinator, the ELD Instructional Aide will work directly with students to implement differentiated instructional strategies and intervention programs for English Language Learners that are intended to increase student learning. This position meets the requirements for federally funded programs.

ESSENTIAL JOB FUNCTIONS:

The essential duties of the position include, but are not limited to:

- .• Implement lesson plans as designed by coordinator; support in the delivery of intervention instruction for assigned students.
- Communicate measurable learning objectives and guide assigned students toward mastery of goals.
- Utilize instructional techniques and appropriate instructional material as prescribed by the coordinator.
- Assist in tracking and the completion of course work.
- Understand the goals and objectives outlined in the assigned student's English Language Development Plan and/or intervention plan.
- Systematically record and graph data specific to assigned students regarding overall instructional progress, achievement of goals, and other information as required.
- Implement interventions as prescribed
- Complete time accounting log on a daily and weekly basis, accurately and meeting deadlines.
- Complete incident reports within specified time requirements, as needed.

• Adhere to policies and procedures found in the AIMS Employee Handbook.

Experience & Credentials:

- Associates' degree required; Bachelor's degree preferred.
- Previous experience preferred.

Communication & Interpersonal Skills:

- Exhibits strong interpersonal and communication skills. Creates a responsive and
 productive working relationship with parents, children, coordinators, other staff and the
 local community through remaining accessible and communicating clearly and
 concisely.
- Utilizes technology systems to effectively communicate with staff, parents and the administrative team.

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Individuals may perform other duties as assigned including work in other areas to cover absences or relief to equalize peak work periods or otherwise balance the workload.

AIMS Saturday School Intervention Position

OVERVIEW:

The AIMS Saturday School Intervention Position is a supplementary intervention role. Saturday School is about working in smaller groups, with a smaller class size, and getting really deep into the Common Core Content Standards. An in-depth review of the material is at a slower pace with more examples, clear instructions, and an emphasis on mastering the content standard for that week. The standards will be different each week. Multiple instructional strategies depending on what is being reviewed that week will be used. The program intent is to provide additional academic support for our lowest performing students and those who are designated disadvantaged. This position meets the requirement of AIMS federally funded programs.

This is an hourly timesheet position. Per AIMS board policy, employees will be paid at their current hourly rate.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Monitor students in the classroom
- Follow the order and sequence of the slides, lesson, and packets
- Use pedagogical knowledge and skills to deliver instruction
- Review and introduce material that was taught earlier in the week by the classroom teacher
- Follow and closely monitor students' benchmark scores to create a plan for improvement Maintain order in the classroom
- Teach 2-4 standards per session
- Take role and mark down names of all attendees
- Improve student performance with the goal of student performance data scores for the upcoming benchmarks
- Create assessments based off the standards presented
- Keep track of students who did and did not meet that week's standards
- Inform the classroom teacher of the students' progress
- Keep track of replies/responses to make sure every student gets an equitable chance at answering
- Determine skill levels of students to create effective small groups
- Working with students who are 1 to 3 grade levels behind
- Working with students who failed their most recent benchmark test in math or ELA
- Working with students who have other social or economical challenges
- Provide supplementary intervention that is outside of the normal school hours

QUALIFICATIONS:

Must be a current AIMS employee. With a minimum of a high school diploma or equivalent. Bachelor's degree preferred.



American Indian Model Schools

171 12th Street 3rd Floor Oakland, CA 94607

Special Education Instructional Aide

Responsibilities:

Under supervision of the Sp. Ed. coordinator, the Intervention Aide will work directly with students to implement differentiated instructional strategies and intervention programs that are intended to increase student learning. This position meets the requirements for federally funded programs.

ESSENTIAL JOB FUNCTIONS:

The essential duties of the position include, but are not limited to:

- .• Implement lesson plans as designed by the coordinator; support in the delivery of intervention instruction for assigned Special education designated student or students.
- Communicate measurable learning objectives and guide assigned student toward mastery of goals. Utilize instructional techniques and appropriate instructional material as prescribed by the coordinator.
- Assist in tracking and the completion of course work.
- Understand the goals and objectives outlined in the assigned student's Individual Education Plan (IEP) and/or intervention plan.
- Systematically record and graph data specific to assigned student regarding overall instructional progress, achievement of goals, and other information as required.
- Implement interventions as prescribed
- Complete time accounting log on a daily and weekly basis, accurately and meeting deadlines.
- Complete incident reports within specified time requirements, as needed.
- Adhere to policies and procedures found in the AIMS Employee Handbook.

Experience & Credentials:

- Associates' degree required; Bachelor's degree preferred.
- Previous experience preferred.

Communication & Interpersonal Skills:

- Exhibits strong interpersonal and communication skills. Creates a responsive and productive working relationship with parents, children, teachers, other staff and the local community through remaining accessible and communicating clearly and concisely.
- Utilizes technology systems to effectively communicate with staff, parents and the administrative team.

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Individuals may perform other duties as assigned including work in other areas to cover absences or relief to equalize peak work periods or otherwise balance the workload.

Coversheet

Governance Committee

Section: III. Action Items

Item: B. Governance Committee

Purpose: Vote

Submitted by:

Related Material: ELD Reclassification.pdf

AR_315d_Federal_Fund_Management_Compliancy_Review.docx AR_315c_Federal_Fund_Management_Time_Accounting.docx

AR 315b Federal Fund Inventory.docx
AR 315a Federal Fund Management.docx
BP_315_Federal_Fund_Management.docx



Reclassification Criteria

Reclassification is the process that determines whether an English learner should be reclassified as Fluent English Proficient (RFEP). Reclassification relies on evidence demonstrating that the student has achieved a level of English proficiency comparable to that of average native speakers of English. Reclassification policies and procedures are aligned with California Department of Education guidelines. Multiple criteria are utilized to establish that the student is ready to be reclassified:

- 1. English language proficiency on the ELPAC- Well Developed (4)
- 2. Comparison of the performance in basic skills against the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.
- 3. Teacher evaluation of a student's academic English skills and abilities.
- 4. Parent/guardian opinion and consultation in a discussion about their child's English language proficiency and meeting the guidelines for reclassification.

Once all information is documented, the student's status is changed to "RFEP", and the school is provided with documentation for the teacher and a copy is filed in the cum file. Students who do not meet all criteria remain classified as "EL" (English learner).

Under current state law, identified students who are English learners must participate in the annual administration of the ELPAC until they are Reclassified Fluent English Proficient (RFEP).



English Learner Reclassification Criteria for K-12: 2020-2021

Grade	1. PROFICIENCY ON ENGLISH ASSESSMENT (ELPAC)	PERFORMA	UDENT NCE IN BASIC ILLS	3. TEACHER EVALUATION	4. PARENT EVALUATION
		Assessment	Required Score		
K-2	Overall ELPAC proficiency level of 4 (Bridging) Kinder: 1474-1700 1st: 1507-1700 2nd: 1532-1700	Reading Inventory	K-Proficient or higher 1 st -190 and above 2 nd -420 and above	Student will qualify on the teacher evaluation criterion based on performance level marks: K-1 st Meet Standard (3) or Exceed Standard (4) in English Language Arts 2 nd - Average of C or higher in English Language Arts on Standards-Based Report Card	Parent must also agree to reclassification. Parents can request for conference.
3-5	Overall ELPAC proficiency level of 4 (Bridging) 3rd: 1535-1800 4th: 1549-1800 5th: 1560-1800	Reading Inventory OR Smarter Balanced Assessment: ELA	3 rd -520 and above 4 th -740 and above 5 th - 830 and above Level 3 Standards Met or 4 Standards Exceeded	Student will qualify on the teacher evaluation criterion based on grades: ✓ Average of C or higher in English Language Arts on Standards-Based Report Card	Parent must also agree to reclassification. Parents can request for conference.
6-8	Overall ELPAC proficiency level of 4 (Bridging) 6th: 1567-1900 7th: 1576-1900 8th: 1590-1900	OR Smarter Balanced Assessment: ELA	6 th -925 and above 7 th -970 and above 8 th - 1010 and above Level 3 Standards Met or 4 Standards Exceeded	Student will qualify on the teacher evaluation criterion based on grades: ✓ Report card grade of C or higher in English Language Arts or English Language Development	Parent must also agree to reclassification. Parents can request for conference.
9-12	Overall ELPAC proficiency level of 4 (Bridging) 9 th -10th: 1606-1950 11 th -12th: 1615-1950	Reading Inventory OR Smarter Balanced Assessment: ELA OR ELA Benchmark	9 th -12 th 1050 and above Level 3 Standards Met or 4 Standards Exceeded Proficient or higher	Student will qualify on the teacher evaluation criterion based on grades: ✓ Report card grade of C or higher in English Language Arts or English Language Development	Parent must also agree to reclassification. Parents can request for conference.

Powered by BoardOnTrack Revised 10/26/2020 397 of 417

AR 315(d) Federal Fund: Compliancy Review Process

Compliant Use of Funds:

In order to ensure the compliant use of federal Funds, the Superintendent and designee shall follow the protocols for the compliancy review process:

The Superintendent, in partnership with the Chief Business Officer, Director of Human Resources, Director of Operations and Manager of Operations compose the Compliance Review Committee to review the compliant use of designated funds and all required documentation in accordance with the Federal Guidelines.

FEDERAL FUNDS: COMPLIANCY REVIEW PROCESS

July

• Compliane Committee: Meet to review and align (prior year) Federal Time Accounting Records and Expenses.

August

- Compliane Committee: Meet to review (current year) Federal Expenses and approved programs for all schools: Identify Federally Funded Staff
- Compliane Committee: Provide Heads with Federal Fund Management Training
- Compliane Committee: Provide Federal Funded Staff with Time Accounting Training

September

• PAR: All multi-funded staff must submit Personnel Activity Report (August)

October

• PAR: All multi-funded staff must submit Personnel Activity Report (September)

November

- PAR: All multi-funded staff must submit Personnel Activity Report (October)
- **Compliance Committee:** Review Interim expenses with Heads of Schools to ensure alignment with program SPSA.
- Compliance Committee: Reviews Time Accounting submissions for accuracy

December

- PAR: All multi-funded staff must submit Personnel Activity Report (November)
- Compliance Committee: Reviews Time Accounting submissions for accuracy
- Chief Business Officer: Review expenses to ensure alignment with federal allocation requirements
- **Human Resources:** Circulate Communication to Heads: Semi Annual Time Accounting Submission requirements and submission date

Janaury

- PAR: All multi-funded staff must submit Personnel Activity Report (December)
- **Human Resources:** Sends out Semi-Annual Reporting for Completion as outlined in AR 315(c): Federal Fund Management Time Accounting.
- Compliance Committee: Reviews Time Accounting submissions for accuracy

February

• PAR: All multi-funded staff must submit Personnel Acitivy Report (January)

March

- PAR: All multi-funded staff must submit Personnel Activity Report (February)
- Preliminary Allocation for Federal Funds are provided to Heads
- Heads begin allocation planning

April

- PAR: All multi-funded staff must submit Personnel Activity Report(March)
- Compliance Committee: Reviews Time Accounting submissions for accuracy
- **Head of Schools/ELD:** engage LCAP Advisory Committee (serving as the SSC) to APPROVE the proposed expenses for the next fiscal year
- **Head of Schools/ELD:** submit SPSA and Committee minutes documenting the approval of proposed expenses to Compliance Committee for review and approval
- Compliance Committee: reviews for compliance (If approved, continue process; If denied, revisit and resubmit)

May

- PAR: All multi-funded staff must submit Personnel Activity Report (April)
- Heads of Schools/ELD: Approved SPSA submitted for Board Approval
- Approved plans and projected budgets submitted to finance to be reflected in the Adopted Budget.
- **Human Resources:** Circulate Communication to Heads: Semi Annual Time Accounting Submission requirements and submission date
- Compliance Committee: meets to finalize and align information for Consolidated Application Submission.

June

- PAR : All multi-funded staff must submit Personnel Activity Report (May/June)
- **Human Resources:** Sends out Semi-Annual Reporting for Completion as outlined in AR 315(c): Federal Fund Management Time Accounting.
- Chief Business Officer: Consolidated Application completed
- Chief Business Officer: Adopted Budget and Consolidated Application submitted to Board for Approval
- Chief Business Officer: Adoption Budget Submitted to OUSD

 $(PAR = PERSONNEL\ ACTIVITY\ REPORT)$

AR 315(c) Federal Fund Management Time Accounting

HEAD OF SCHOOL/SITE MANAGER RESPONSIBILITIES

Each Head of Schools or designated site manager must ensure that all federally funded employees are familiar with the time documentation guidelines and are complying with these requirements. Please review the Employee Guidelines outlined below.

FEDERALLY FUNDED EMPLOYEE TIME DOCUMENTATION

Documentation is required to ensure that the district is properly charging salaries and wages that are reasonable, necessary and allowable in accordance with applicable federal program requirements. The resource codes involved with federal programs reviewed by CDE and that require time accounting forms are Title I Part A & D (Resource 3010 Restrictor 01); Title II Part A Resource 4035 Restrictor 02), Title III EL (Resource 4203 Restrictor 03), and Title IV (if allocated by CDE)

ESEA

Title I Part A (3010)

- Must be used to supplement the basic program
- Site employees cannot participate in administrative or clerical duties
- Intent is to provide support for low income students to become academically proficient in State Standards

Title II Part A (4035)

• to increase the academic achievement of all students by helping schools and district= improve teacher and principal quality through professional development and other activities

Title III EL (4203)

- support to ensure English learners in California, attain English proficiency,
- support so that English learners develop high levels of academic attainment in English
- support so that English learners meet the same challenging state academic standards as all other students

Local Control Funding Formula (LCFF)

- Considered State "general" funds not categorical
- Employees funded with only LCFF do not participate in time accounting.
- Time Accounting is ONLY required if LCFF is combined with Title I, II, III, IV)

Federal Time Accounting

A requirement for the use of federal funds for salaries, time accounting certification records must be maintained and collected.

If an employee is paid with federal funds, documentation must be completed to reflect that the employee worked on that specific federal program and cost objective.

The following three components must be met for acceptable use of federal funds:

- 1. Necessary
- 2. Reasonable
- 3. Allocable (Time spent on compliant duties, proves ability to be allocated)

Types of Time Accounting:

- 1. Semi-Annual Fully Funded
- 2. Semi-Annual / Single Cost Objective
- 3. Personnel Activity Report (PAR) Multi-funded

TIME ACCOUNTING FORMS: SEMI-ANNUAL CERTIFICATION AND PERSONNEL ACTIVITY REPORT

SEMI-ANNUAL CERTIFICATION for EMPLOYEES FUNDED WITH 100%, ONE RESOURCE.

Title I, Part A&D
Title II, Part A
Title III LEP

3010- Restrictor 01
4035- Restrictor 02
4203- Restrictor 03

If an employee works 100% on one activity and is paid through one federal funding source only, they will sign this form twice a year, which is submitted after each six-month work period. Some examples of these employees may be instructional aides or resource teachers at one school site working on one goal area on a set schedule.

1.) January (July-December) 2.) June/July (January-June)

All duties must be supplemental and allowable under a Federal Title program.

If position is 100% Title I a Semi-Annual Time Accounting certification is completed twice a year.

- ✓ The Job description is embedded in the form.
- ✓ Originals are kept at the school site.
- ✓ Head of School or Administrative designee submits signed copies to Operations Department after work is completed.

Activity Report for Em	mi-Annual Certification ployees Working on a Single Cost Objective Year2020-2021
School Site	
Federal Program:	Title I
For the Six-Month Period of: ((Circle the completed six month time period and fill in the year) January-June 20 July-December 20
	below worked 100% of their time in the above six-month time the federal program stated above. *Include only staff fully
Employee Name	Employee Title
	JOB DESCRIPTION
Employee Signature	Date
Supervisory Official's Signature	Date

<u>SEMI-ANNUAL CERTIFICATION with SCHEDULE FOR MULTI-FUNDED SITE BASED EMPLOYEES</u> (Substitute System of Time Accounting)

If a multi-funded employee works on one goal (or cost objective), their schedule does not change, and they stay in one location, they may complete the SEMI-ANNUAL CERTIFICATION twice a year. In order to use this form, the employee MUST submit one accurate work schedule with each Semi-Annual Certification form. The schedule must include information such as time periods, grades, and subjects.

program ad funds allow Funding Source	Resource/Restrictor	Percentage
TITLE I	3010 - Restrictor 01	
TITLE II	4035 - Restrictor 02	
TITLE III	4203 - Restrictor 03 e percentage is populated is based on your	
Funding Source	Resource/Restrictor	Percentage
LCFF	Resource/Restrictor 0000- Restrictor 0	Percentage
LCFF OTHER		Percentage

A school that has any staff that are split funded between Title I and another funding source must instead complete

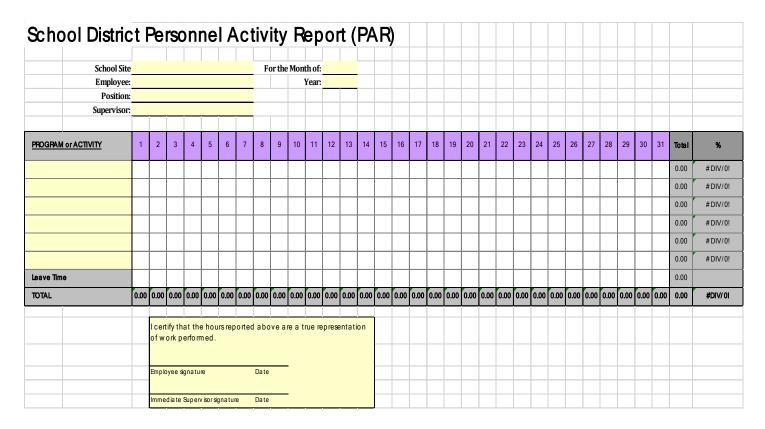
a Time and Effort Program Activity Report (PAR).

PERSONNEL ACTIVITY REPORT (PAR) - Calendar for Multiple Funding and Multiple Cost Objectives

If the employee's work schedule varies daily or throughout the month, and/or the employee works at multiple sites, the employee should document daily activities, identify each program for which work was performed, and the daily time dedicated to each program. The total documented time for the day should equal to the actual hours worked.

All multi-funded, multiple cost objective employees must complete PARs on a monthly basis.

- 1. PARS must be submitted after the work month by the 10th of following month.
- 2. Cannot be submitted or signed after the last day of the following month



Personnel Activity Report (PAR) Procedures

All multi-funded personnel responsible for completing a PAR will:

- Complete & submit one description of duties annually to Operations Department.
- Document their activities, per program, during their contracted hours on the Excel PAR Activity Report
- Employee Print and sign completed Excel PAR Activity Report after the last working day of each month
- Submit Excel PAR Activity Report monthly to site designee for Head of Schools to review and sign.
- Site designee will submit copies all signed Excel PAR Activity Reports to Operations Department (operations@aimsk12.org) by the 10th of the following month. (i.e. August PAR forms will be due September 10, 2020).

All personnel sign time accounting certifications AFTER work is performed. All original Time Accounting forms, with original signatures must be kept at school site for five years.

Procedures to Review Federal Positions:

A review of each federal funded position will occur annually.

Each Head of School will:

- 1. Provide evidence of the identified need, alignment to LCAP/SPSA goals, and intent of funding for each position.
- 2. Submit an annual job description(Duty Statement) for each multi-funded position.
- 3. Submit monthly Personnel Activity Records (PAR) for each multi-funded position.

District (Operations/HR/Finance) will:

- 1. Review and confirm school steps 1-3.
- 2. Conduct a semi-annual fiscal review to determine if funds are allocated appropriately/aligned to work performed.
- 3. Make fiscal reconciliations if review results in misalignment.

*If school is retaining the multi-funded position for the next school year, funding must be adjusted and reflected on the Position Action Form (PAF).

REVIEW AND APPROVAL CYCLE:

Personnel Activity Report (PAR): After the last day of each month, the employee signs and submits their PAR completed, to their supervisor for review. The supervisor must date and sign the PAR after the end of the month and submit by the 10th of the following month. PARS cannot be signed or submitted after the last day of the following month.

Semi-Annual Certification: This form must be submitted in January (covering the July-December work period) and June (covering the January – June work period). In June, Semi-annuals can be signed on the last day of work for the employees' school year.

FORM SUBMISSION:

All forms must be sent either hard copy to:

American Indian Models Schools 171 12th Street Oakland 94607 Attn: Operations Department

OR Scanned and emailed to: operations@aimsk12.org

EMPLOYEE TRAINING:

Time Accounting training materials and forms can be found at AIMSK12.org. Time Accounting presentations are given in August of each year and updated throughout the year during Staff Professional Development days.

A PAR Technical Assistance workshop is given each fall. Supervisors and staff that are funded by Federal Programs will be notified prior to training and provided funding percentages.

If you have any questions on compliance or form completion, please contact Human Resources at HR1@aimsk12.org.

RECONCILIATION PROCESS

Personnel Activity Report (PAR):

- 1. Head of Schools or designated assignee collects the PAR form from all employees that are required to complete it. The Pars is reviewed by the Head and signed before submission to the Operations Department. The department ensures that all forms are received, are complete, and provides copies to the Accounting Fiscal Services Executive Assistant.
- 2. The Accounting Fiscal Services Office Assistant reviews each PAR and compares it to the actual payroll expenditure ledger to confirm reported time activity agrees to the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on calendars.
- 3. Operations, Fiscal Services, Heads of Schools and/or Program Coordinator meet to review any variance in excess of 10% and provide recommendations to the Superintendent
- 4. Operations, Fiscal Services, Human Resources Heads of Schools and Superintendent (Cabinet) meet to review, discuss, and provide course of action for discrepancies. Budget Services moves expenditures and/or updates the budget to align with the PAR per Cabinets authorization and direction.
- 5. Reconciliation occurs quarterly in July, October, January and April, to coincide with each budget or actuals reporting period.

Semi Annual Certification:

1. Head of Schools or designated assignee collects the Semi-Annual form from all employees that are required to complete it. The Pars is reviewed by the Head and signed before submission to the Operations Department. The Operations department ensures that all forms are received, are complete, verifies the single cost objective, and provides copies to the Accounting Fiscal Services Executive Assistant.

- 2. The Accounting Fiscal Services Executive Assistant reviews each semi-annual and compares it to the actual payroll expenditure ledger to confirm semi-annual agrees to the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on semi-annual forms.
- 3. Operations, Fiscal Services, Heads of Schools and/or Program Coordinator meet to review any variance in excess of 10% and provide recommendations to the Superintendent
- 4. Operations, Fiscal Services, Human Resources Heads of Schools and Superintendent (Cabinet) meet to review, discuss, and provide course of action for discrepancies

AR 315(b) Federal Fund Management Inventory

Inventories

In order to provide for the proper tracking and control of district property, the Superintendent or designee shall maintain an inventory of equipment in accordance with law for the following:

- 1. All equipment items currently valued in excess of \$500 (Education Code 35168)
- 2. All equipment items purchased with state and/or federal categorical funds that have a useful life of more than one year with an acquisition cost of \$500 or more per unit.

In addition, the Superintendent or designee may maintain a list of specific items which shall be inventoried for internal control purposes regardless of their initial cost or current value.

The inventory shall contain a record of the following information: (Education Code 35168; 5 CCR 3946)

- 1. Name and description of the property
- 2. Identification number
- 3. Original cost of the item of equipment or a reasonable estimate if the original cost is unknown
- 4. Date of acquisition
- 5. Location of use
- 6. The date and method of disposal

(FP-601 Disposal OF Property and Equipment)

In addition to the information specified in items #1-6 above, the following information shall be recorded for equipment acquired with state and/or federal categorical funds unless otherwise specified in law: (5 CCR 3946; 2 CFR 200.313)

- 1. Source of the property (funding source)
- 2. Titleholder
- 3. Percentage of federal participation in the cost of the property
- 4. Use and condition of property
- 5. Sale price of the property upon disposition and method used to determine current fair market value

(FP-314 Federal Fund Management)

At the time of purchase, the Superintendent or designee shall affix a label to the equipment containing the identification number and the district name. Equipment items purchased with categorical program funds shall also be labeled with the name of the project in accordance with 5 CCR 3946.

Whenever an equipment item is moved to a new location or the equipment is used for a new purpose, the new location or purpose shall be recorded in the inventory.

A copy of the inventory shall be kept at the district office and at the appropriate school site.

(FP-311 Record Retention and Disposal)

The Superintendent or designee shall annually submit an inventory listing of federally owned property in its custody to the federal agency that granted the award. (2 CFR 200.312)

Physical Inventory

At least once every two years, a physical inventory of equipment shall be conducted and the results reconciled with the property records. (2 CFR 200.313)

The Superintendent or designee shall establish procedures for conducting the physical inventory which shall include, but not be limited to, designation of person(s) responsible for coordinating and conducting the inventory, preparation and distribution of count sheets, procedures for implementing the inventory, and procedures for conducting a recount to substantiate the validity of the inventory.

The Superintendent or designee shall investigate any differences between the quantities determined by the physical inspection and those in the accounting records.

EQUIPMENT INVENTORY- Federal Program Monitoring

AIMS K-12 Equipment Inventory-4400 Object Code

The LEA spending Title I, Part A funding on equipment must maintain a historical inventory record for each piece of equipment with an acquisition cost of \$500-\$4999 per unit. The record describes the acquisition by:

- (a) BCSD Asset Tag #
- (b) Type/description
- (c) Model/name
- (d) Serial number
- (e) Funding source
- (f) Acquisition date
- (g) Cost (Financial)

- (h) Location
- (i) Current condition
- (j) Transfer, replacement or disposition of obsolete or unusable equipment

AIMS Operations Department must conduct a physical check of the inventory of equipment within the past two years and reconcile the result with inventory records.

A. ORDERING:

Title I Equipment (costing more than \$500) is for supplemental purposes and must be for student use. This expenditure must be included in the SPSA and or an SPSA Addendum. The LCAP Advisory Committee must approve Title I equipment as documented on the Equipment Justification Form.

B. DISTRICT INVENTORY FOR ITEMS OVER \$500

Any piece of equipment costing \$500 (not including tax and delivery charges) or more (not to exceed \$4999) must be labeled and inventoried. Inventories must be completed and maintained and a working file kept on file at all times.

C. SCHOOL TECHNOLOGY INVENTORY FOR ITEMS PURCHASED FOR LESS THAN \$500

Items purchased less than \$500 must reflected in the Purchase Order System Spendwise and also be kept track of on google inventory form.

D. MAINTENANCE AGREEMENTS

Schools must check with Operations to ensure that accurate contracted maintenance costs are budgeted.

EQUIPMENT INVENTORY PROCEDURES

Inventory Printouts

Our Back office provider (CSMC) will email an electronic equipment inventory printout to the schools, Director of Operations and Chief Business Officer. Equipment purchased for \$500 or more will be on the inventory printout. (Other resource codes that may exist: 3010-Title I, 4035-Title II, 4203-Title III and/or 010-ASES). The designee in charge of equipment inventory must use the printout as their working copy. Please check the printout for accuracy and update any items that have been relocated to different locations.

Discard Instructions

To discard furniture or a large quantity (more than 5 items):

- ✓ Find a location on campus to store items. The location should be a non-accessible area to students and safe from weather.
- ✓ Email <u>operations@aimsk12.org</u> the description, quantity, and the location where the items are stored forms.

Stolen Items

A "Incident Report" form must be completed for items which are stolen from your site. You need to attach any backup you have (i.e. requisitions, inventory list, PO's) so the correct item can be removed from your inventory.

(If stolen items are over \$10,000 in value, then contact Kellie Minor at kellie.minor@aimsk12.org

Legal Reference:

EDUCATION CODE

35168 Inventory of equipment

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with consolidated application funds 16022-16023 Classification of records 16035 Historical inventory of equipment

UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Presented to Governance Committee November 10,2020

AR 315(a) Federal Fund Management

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

- 1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
- 2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320). The micro threshold has been defined as \$10,000.
- 3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. <u>3312</u> - Contracts)

- 5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
- 6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Board of Trustees member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with Board policy - Conflict of Interest.

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

(BP- 1100 Cash Management Procedures)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

(AR-315(c) Time Accounting)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(BP- 311 Record Retention and Disposal)

Appendices

Procurement

Micro-purchase means an <u>acquisition</u> of <u>supplies</u> or services using <u>simplified</u> <u>acquisition procedures</u>, the aggregate amount of which does not exceed the <u>micro-purchase threshold</u>.

Micro-purchase threshold means \$10,000

American Indian Model Schools Fiscal Policy

FP- 315 Federal Fund Management

The Board of Trustees recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(BP - <u>309 Budgets</u>)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(BP – 312 Financial Reporting)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(BP - 311 Record Retention and Disposal)

- 4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
- 5. Comparison of actual expenditures with budgeted amounts for each federal award
- 6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
- 7. Written procedures for determining the allow ability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

American Indian Model Schools Fiscal Policy

(BP -601 Disposal of Property and Equipment)

(AR – 315 Federal Funding Management Inventory)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(FP-1500 Management and Reporting Procedures)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Presented to Board November 30, 2020