AIMS K-12 College Prep Charter District

Special Finance Committee Meeting

Date and Time

Monday November 23, 2020 at 7:30 AM PST

Location

Join Zoom Meeting
ID: 81771439676
Password: 093331

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

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

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:30 AM**
	Opening Items			

		Purpose	Presenter	Time
A.	Call the Meeting to Order			
B.	Record Attendance and Guests			1 m
C.	Public Comment on Non-Action Items			8 m

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

D.	Public Comment on Action Items			8 m

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

II. Non-Action Items

-Committee Task Management discussion (10 minutes)

III. Action Items **7:47 AM**

A.	D&A Contract	Vote	Dana Lang	2 m
B.	Roberto Trust Donation	Vote	Katema Ballentine	2 m
C.	Growth Funding Application	Vote	Katema Ballentine	5 m
D.	Measure G1 Audit	Vote	Katema Ballentine	5 m
E.	Measure G1 Carryover Application Approval	Vote	Katema Ballentine	2 m

		Purpose	Presenter	Time
F.	Covid Funding and Expense Proposal	Vote	Katema Ballentine	10 m
G.	Review items from previous meetings	Discuss	Chris Edington	6 m

IV. Closed Session — 8:19 AM

A.	Public Comment on Closed Session Items	FYI		8 m

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

B.	Recess to Closed Session	FYI		20 m

Closed Session Items:

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

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

C.	Reconvene from Closed Session	Vote		2 m

Roll Call

D.	Report from Closed Session	FYI		3 m

V. Closing Items — 8:52 AM

A.	Items For Next Agenda	FYI		1 m

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

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

I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website @ aimsk12.org, on, November 20, 2020, at 12:00 PM.
Certification of Posting

Coversheet

D&A Contract

Section:	III. Action Items
Item:	A. D&A Contract
Purpose:	Vote
Submitted by:	
Related Material:	20 11 13 AIMS D-A Contract for Board.docx

PROFESSIONAL SERVICES AGREEMENT

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

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

1. Professional Services.

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

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

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

(d)

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

2. Confidentiality; Client Property .

(a) Confidential Information.

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

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

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

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

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

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

6.

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

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

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

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

The Client agrees, to the fullest extent permitted by law, to indemnify 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 (i) the Client's acts in connection with the Project and the acts of its contractors, subcontractors or Contractors or anyone for whom the Client is legally liable,

9. Intellectual Property .

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

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

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

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

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

F. 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.

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

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

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

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

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

14. 3. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person,

when dispatched by electronic facsimile transfer, or by secure electronic transfer such as a secured email (if confirmed in writing by mail simultaneously dispatched), one business day

15.

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

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

171 12th Street
Oakland, CA 94607

(ii) If to the Contractor: **D&A Communications**
1388 Sutter Street, Suite
1200 San Francisco, CA
94109

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

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

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

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

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

1. Limitation of Liability: EXCEPT WHERE CAUSED BY ONE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION OR LOSS OF DATA, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2.

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

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

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

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

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

Fee Schedule: $ 9,997.75/month (not to exceed 10 months).

The total not-to-exceed contract amount is $99,977.50.

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

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

[Please see the following embedded PDF:] ¶

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

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

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 acts as an 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. Contractor will assist with the expansion of the We Are Oakland Too! and
#RENEWAIMSTRONG campaigns. Contractor will meet weekly with Marketing and Communication Coordinator and CEO/Superintendent¶

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 develop a strategy to build cooperative relationships with government and education regarding AIMS' success with all students, including our success with Black and Brown children.
Contractor will update AIMS Leadership and Board about Items of local, state, and national importance. Contractor will assist with the creation of the AIMS p olitical strategy and engagements.¶

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 **Contractor will** assist with internal marketing and communication during Marketing and Communication Coordinators leave.¶

Client Initials: _____¶

Contractor Initials:_____¶

Coversheet

Roberto Trust Donation

Section:	III. Action Items
Item:	B. Roberto Trust Donation
Purpose:	Vote
Submitted by:	
Related Material:	2nd_Amend_RLT_9.28.15.pdf First_Amend_to_RLT.pdf Family_Trust__7.12.12_(2).pdf

____ DUPLICATE ORIGINAL
__✓__ PHOTOCOPY

Original with:
__✓__ CLIENT via Fed-Ex 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 28th day of September, 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 co-trustee 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.

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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.

THIRD: 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 "Jewelry" on page 11 of the Trust, and substitute nothing in its place.

FOURTH: 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 "Christiane Brassié Paintings" on page 11 of the Trust, and substitute nothing in its place.

FIFTH: 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.

SIXTH: 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.

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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."

EIGHTH: 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."

NINTH: 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:

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"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

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ceases to act as trustee, the following, in the order of priority hereafter listed, shall have the power to designate a successor trustee:

1. 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.

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SIXTEENTH: 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

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 28TH 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. Bell

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

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DUPLICATE ORIGINAL
PHOTOCOPY
Original with: Kim Schwartz
KS · ~~CLIENT~~
LAW OFFICES OF
ROBB & ROSS
(MILL VALLEY)

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

THIS FIRST AMENDMENT is made this 13th GR day of March, 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:

Recitals

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." 12 RR

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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 co-trustee, 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 co-trustee of any such trusts, then KIM SCHWARCZ shall

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."

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

Ronald R. Roberto
RONALD R. ROBERTO
Trustor/Trustee

Genevieve Roberto
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 13 day of March, 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. Bell

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

Ronald R. Roberto

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 13 day of March, 2015, before me, K. Bell, Notary Public, personally appeared KIM SCHWARCZ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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. Bell

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

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____ DUPLICATE ORIGINAL
____ PHOTOCOPY

Original with:
MR X CLIENT July 12, 2012
____ LAW OFFICES OF
ROBB & ROSS
(MILL VALLEY)

THE ROBERTO FAMILY TRUST

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Table of Contents

Paragraph			Page
1.	Family, Personal And Other Declarations		1
2.	The Trust Estate		2
3.	Joint Lifetimes		3
	3.1	From Community Property	3
	3.2	From Separate Property	3
	3.3	Payments to Others	4
4.	Incapacity		4
	4.1	Payments During Incapacity	4
	4.2	Conservatorship	5
	4.3	Liberal Invasion Power	5
	4.4	Power to Make Gifts	5
		4.4.1 Continuation of Gifting Program	5
		4.4.2 Gifts Limited to The Annual Exclusion Amount	5
		4.4.3 Gifts in Excess of The Annual Exclusion Amount	6
		4.4.4 Gifts For Tuition	6
		4.4.5 Gifts For Medical Expenses	6
		4.4.6 Gift Splitting Authorized	6
		4.4.7 Certain Gifts	6
		4.4.8 Methods of Making Gifts	6
		4.4.9 Standard for Making Gifts	7
5.	Deceased Spouse - Surviving Spouse - Order Of Death		7
6.	Death Of Deceased Spouse - Certain Payments To Be Made		7
7.	Death Of Deceased Spouse - Trust for Surviving Spouse		7
	7.1	Distributions of Income and Principal	8
	7.2	Qualification for Marital Deduction	8
	7.3	Testamentary General Power of Appointment	8
	7.4	Termination	9
8.	Disclaimer Trust - Distributions After Death of Deceased Spouse		9
	8.1	Disclaimer	9
	8.2	Distributions	9
	8.3	Termination	9

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Paragraph Page

9. Distributions on Death of Surviving Spouse 10

9.1 Tangible Personal Property 10

9.1.1 Sewing Machine and Elna Swiss Press 10
9.1.2 French and Spanish Language Books 10
9.1.3 Other Language Books 10
9.1.4 Music Books and Musical Instruments 10
9.1.5 All Other Books 10
9.1.6 2006 BMW 10
9.1.7 Jewelry 11
9.1.8 Christiane Brassié Paintings 11
9.1.9 Photographs, Slides, Paintings, Water Colors, and Prints 11
9.1.10 Tools 11
9.1.11 Shipping Expenses 11
9.1.12 Rest and Residue of the Tangible Personal Property 11

9.2 Pecuniary Distributions 12
9.3 Rest of Trust Estate 15

10. Custodianships 17

11. Presumption 17

12. Perpetuities Savings Clause 17

13. Powers To Amend, Revoke Or Terminate 17

14. Powers Of The Trustees 19

15. Exercise of Powers of Appointment 23

16. No Physical Division Required 24

17. Power to Combine Trusts 24

18. Discretion to Select Assets - Income Tax Basis 24

19. Principal And Income Determination 24

20. Accounting For Expense And Income Items As To Certain Beneficiaries 25

21. Other Property 25

22. Spendthrift Provisions 25

23. Education 25

Powered by BoardOnTrack

Paragraph Page

24. No Discharge of Obligations 25

25. Income Tax Liabilities As Support 26

26. Abandon Property 26

27. Trustees 26

27.1 During Joint Lifetimes 26
27.2 After Death of First Spouse. 26
27.3 Appointment of Successor Trustee 26
27.4 Bond 27
27.5 Co-Trustee 27
27.6 Resignation 28
27.7 Removal of Corporate Trustee 28
27.8 Concluding Trust Administration 28
27.9 Collection And Distribution Of Retirement Benefits 28
27.10 Non Pro Rata Allocation of Retirement Benefits And Trust Assets 29

28. Trust Protector For Limited Power of Amendment 29

28.1 Appointment of Trust Protector 29
28.2 Purpose of Amendment. 29
28.3 Restrictions on Amendments 30
28.4 Manner of Appointment of Trust Protector 30
28.5 Manner of Making Amendments 30
28.6 Exculpation 31
28.7 No Duty to Monitor. 31
28.8 Discretionary Distribution of Trusts. 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

Powered by BoardOnTrack

Paragraph Page

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 38
45. Gender 38
46. No Contest Clause 38
47. S Corporations 39
    47.1 Purpose 39
    47.2 S Corporation Stock 39
    47.3 Trust Terms 39
    47.4 Savings Clause 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

Schedule A 43

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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:

1. 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 deceased.

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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.

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

3. Joint Lifetimes

3.1 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 From Separate Property. 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

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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,

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.

4.2 Conservatorship. If a conservator of the person or the estate is appointed for a trustor, the trustee shall take into account any payments made to and for such trustor's benefit by the conservator.

4.3 Liberal Invasion Power. The trustee shall exercise this power 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

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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 Gifts in Excess of The Annual Exclusion Amount. 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 Gifts For Tuition. 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 Gifts For Medical Expenses. 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 Gift Splitting Authorized. 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 Certain Gifts. 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 Methods of Making Gifts. 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

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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 Standard for Making Gifts. 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. Deceased Spouse - Surviving Spouse - Order Of Death

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 - Trust for Surviving Spouse

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

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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 Distributions of Income and Principal. 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 Testamentary General Power of Appointment. 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

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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.

7.4 Termination. 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 - Distributions After Death of Deceased Spouse

8.1 Disclaimer. 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 Distributions. 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."

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9. Distributions on Death of Surviving Spouse

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

9.1 Tangible Personal Property. 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 Music Books and Musical Instruments. 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 All Other Books. 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 2006 BMW. Trustors' 2006 BMW shall be distributed to Husband's nephew, STEVEN SAUER, 1079 10th Street, Apt. B, Eureka, CA, 95501.

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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 Jewelry. 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 Christiane Brassié Paintings. 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 Tools. 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 Shipping Expenses. 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.

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9.2 Pecuniary Distributions. 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

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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.

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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.

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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 Rest of Trust Estate. 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 toTHE POSSE FOUNDATION, 14 Wall Street, Suite 8A-60, New York, NY, 10005, for its general uses and purposes.

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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.

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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. Presumption

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

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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.

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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.

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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

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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

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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.

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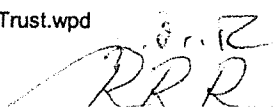
15. Exercise of Powers of Appointment

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



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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. Discretion to Select Assets - Income Tax Basis

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.

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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.

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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

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 During Joint Lifetimes. 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 designated by trustors, acting jointly, or by the trustor able and willing to designate.

(2) NORTHERN TRUST, NA

(3) _____

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.

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

(2) NORTHERN TRUST, NA

(3) _____

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

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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 Bond. 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 Co-Trustee. 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

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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 Resignation. 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,

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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;

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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 Restrictions on Amendments. 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 Manner of Appointment of Trust Protector. 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 Manner of Making Amendments. 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

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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 No Duty to Monitor. 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 Discretionary Distribution of Trusts. 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

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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. Liability of Trustee

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. Limitation On Liability Of Successor Trustee

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.

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34. Accountings By Trustee

34.1 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 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.

34.3 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

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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 "generation-skipping 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

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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. Distributions to Trusts

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 Seq.*

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

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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.

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47. S Corporations

47.1 Purpose. 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 S Corporation Stock. 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 Trust Terms. 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 Savings Clause. 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.

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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. Distribution of an Item No Longer Owned

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.

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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 The Roberto Family Trust during the lifetimes of either and both trustors.

Executed on this 12 day of July, 2012 at Mill Valley, California.

Ronald R. Roberto
RONALD R. ROBERTO, Trustee

Genevieve M. Roberto
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
RONALD R. ROBERTO, Trustor

Genevieve M. Roberto
GENEVIEVE M. ROBERTO, Trustor

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STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On this 12 day of July, 2012, before me, Kim 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.

KIM BELL
Commission # 1863258
Notary Public - California
Marin County
My Comm. Expires Sep 11, 2013

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

2. All of trustors' shares of PG&E stock
   BNY Mellon Account Nos: ROBERTO-RONARO100
   ROBERTO-RONA-0100

3. 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

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5. All of trustors' USAA bonds
   Account Nos: 000655787
   007958088

6. All of trustors' Franklin California Tax-Free Fund
   BancWest Investment Services Account No: AYA-062761

Cash and Accounts

1. Patelco, Checking
   Account No: 30 26920

2. HSBC France, Checking
   Account No: 00 3000 27040

3. 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

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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.

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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 12 day of JULY, 2012, at Mill Valley, California.

TRUSTORS:

RONALD R. ROBERTO

GENEVIEVE M. ROBERTO

TRUSTEES:

RONALD R. ROBERTO

GENEVIEVE M. ROBERTO

Coversheet

Growth Funding Application

Section: III. Action Items
Item: C. Growth Funding Application
Purpose: Vote
Submitted by:
Related Material:
SB_820_Growth_Funding_Application_Memo_November_30_2020_board_meeting.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.

Coversheet

Measure G1 Audit

Section: III. Action Items
Item: D. Measure G1 Audit
Purpose: Vote
Submitted by:
Related Material:
American_Indian_Model_Schools_Parcel_G1_June_30_2020_Financial_Report_Final.pdf

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

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

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CPAs & BUSINESS ADVISORS

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.

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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.

Eide Bailly LLP

Rancho Cucamonga, California
October 30, 2020



Appendix I
Summary of Audit Procedures

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

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

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

Coversheet

Measure G1 Carryover Application Approval

Section:	III. Action Items
Item:	E. Measure G1 Carryover Application Approval
Purpose:	Vote
Submitted by:	
Related Material:	AIPCS_2_-_Carryover_Form_-_Measure_G1_-_2020-21.v2.docx AIPCS_1_-_Carryover_Form_-_Measure_G1_-_2020-21.v2_(1).docx

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Measure G1 Carryover Justification Form

Due Date: November 2, 2020

School:	American Indian PCS II	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	**$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).

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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 (clifford.hong@ousd.org) and Karen Lozano (karen.lozano@ousd.org).

Coversheet

Covid Funding and Expense Proposal

Section: III. Action Items
Item: F. Covid Funding and Expense Proposal
Purpose: Vote
Submitted by:
Related Material:
Finance Committee COVID Budget Review and Proposal.pptx
Restrictor 32 ESSER Fund Quotes (1).docx
Restrictor 72 Learning Loss Mitigation Supplemental and Concentration.docx
Restrictor 74 Learning Loss Mitigation GP Quotes.docx

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

- 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

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**

RESTRICTOR 32

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

RESTRICTOR 71

"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.

RESTRICTOR 72

"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.

RESTRICTOR 74

"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

COVID FUNDING SUMMARY AIPCS

American Indian Public Charter					
Funding Resource	Expended as of October 31, 2020	Total Grant	Remaining Allocation	Encumbered Funds as of 11/1/2020 - 11/19/2020	Balance of Funds Remaining 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		$ 14,663.81
TOTALS	**$50,801.86**	**$236,540.00**	**$185,738.14**	**$1,382.38**	**$165,454.86**

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 expense. 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

OBJECT CODE	EXPENSE TYPE	DESCRIPTION	AMOUNT EXPENDED(10/31/2020)	of 11/1/2020 - 11/19/2020	Total Funds Expensed to 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		$ -	$ 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	Equitment 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**

COVID FUNDING BUDGET PROPOSAL AIPCS

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

			$31,927.10
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	Windows	$ 26,148.07
5605	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ 26,148.07**
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

COVID FUNDING BUDGET PROPOSAL

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

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

COVID FUNDING BUDGET PROPOSAL AIPCS

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

			$114,263.95
OBJECT CODE	**EXPENSE TYPE**	**DESCRIPTION**	**BUDGET AMOUNT**
4100	Textbooks & Core Materials		$ 3,556.72
4200	Books and other Reference Material		
4300	Materials and Supplies		$ 42,508.07
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			**$0.00**

COVID FUNDING BUDGET PROPOSAL AIPCS

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

			$14,663.81
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	School and teaching supplies	$ 12,963.81
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	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ 14,663.81**
Remaining Balance			**$0.00**

COVID FUNDING BUDGET RATIONALE

RESTRICTOR NUMBER	RESOURCE NAME	OBJECT	ITEMS	EXPENSE	RATIONALE
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Headphones - Rosetta Stone Headphones	$ 4,760.00	Support Distance Learning: Split between AIPCS/AIPCS II 6-8
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Subscription for KAMI (Teacher PDF Editing subscription) $99 Per Subscipt	$ 1,485.00	Subscription for KAMI (Supplemental Subscription) (15): To Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Drawing WACOM tablets (90) Art Students	$ 18,000.00	Book and Online platform purchased for Distance Learning
74	*General Fund Learning Loss Mitigation Funds*	5210	Culturally Responsive Pedagogy / Sharokky Hollie	$ 1,700.00	Support Distance Learning: Professional Development
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Student Supplies: White Boards for Students	$ 3,750.00	Support Distance Learning: Split between AIPCS/AIPCS II 6-8
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4100	Expended 8/8/2020: Learning Solutions Plus	$ 3,556.72	Book and Online platform purchased for Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	5 Laptops for Students	$ 3,450.00	Support Distance Learning: Split between AIPCS/AIPCS II 6-8
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Computers for Students	$ 20,000.00	Support Distance Learning: Split between AIPCS/AIPCS II 6-8
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4300	Materials and Supplies	$ 42,508.07	Possibly Imagine Learning/Reading Writing program: Support Distance Learning

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

COVID FUNDING SUMMARY AIPCS II

American Indian Public Charter II					
Funding Resource	Expended as of October 31, 2020	Total Grant	Remaining Allocation	Encumbered Funds as of 11/1/2020 - 11/19/2020	Balance of Funds Remaining for Expense 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 LLM	$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 expense. 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	Total 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	Alarms	$ 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	Equitment 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**

COVID FUNDING BUDGET PROPOSAL AIPCS II

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

			$166,311.68
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	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	Equitment 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

COVID FUNDING BUDGET PROPOSAL AIPCS II

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

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

COVID FUNDING BUDGET PROPOSAL AIPCS II

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

			$312,647.43
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	ELA supports/ white boards/tablets	$ 43,750.00
4381	Materials for Plant Maintenance	Materials for Plant Maintenance	$ 22,700.76
4400	Non Capitalized Equipment	Back up battery/Inventory system	$ 10,316.29
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	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications	Crisis Communications	$ 22,050.00
TOTAL			**$ 312,647.43**
Remaining Balance			**$0.00**

COVID FUNDING BUDGET PROPOSAL AIPCS II

Proposed 74- LMFF (3/1/20 - 12/30/20)			
			$51,281.81
OBJECT CODE	**EXPENSE TYPE**	**DESCRIPTION**	**BUDGET 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	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ 51,281.81**
Remaining Balance			**$0.00**

COVID FUNDING AIPCS II BUDGET RATIONALE

RESTRICTOR NUMBER	RESOURCE NAME	OBJECT	ITEMS	PROGRAM	EXPENSE	RATIONALE
32	*Elementary & Secondary School emergency relief (ESSER)*	4400	Furniture: Desk for Elementary	305-Elemenatary	$ 45,264.00	Preparation for School Return
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Student Computers / Carts Mr Ahmad	305-Elemenatary	$ 105,000.00	Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Student Computers Mr. Holmquist	320- Middle Schl	$ 20,000.00	Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Benchmark Advanced: Supplemental Materials	305-Elemenatary	$ 10,000.00	Online Support of Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	IXL Software: Online Learning Program	305-Elemenatary	$ 7,500.00	Online Support of Distance Learning
74	*General Fund Learning Loss Mitigation Funds*	5800	Culturally Responsive Pedagogy / Sharokky Hollie	K-8	$ 4,900.00	Support Distance Learning: Professional Development
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Mr Ahmad is getting the quotes for these items	305-Elemenatary	$ 44,407.38	Additional Software to Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Headphones - Rosetta Stone Headphones (275 Units) for 6-8 Students	320- Middle Schl	$ 4,760.00	To Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Headphones - Rosetta Stone Headphones (500 Units) for K-5 Students	305-Elemenatary	$ 8,500.00	To Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Subscription for KAMI (Teacher PDF Editing subscription) $99 Per Subscipt	320- Middle Schl	$ 1,485.00	Subscription for KAMI (Supplemental Subscription) (15): To Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4410	Subscription for KAMI (Teacher PDF Editing subscription) $99 Per Subscipt	305-Elemenatary	$ 2,178.00	Subscription for KAMI (Supplemental Subscription) (22): To Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Drawing WACOM tablets (90) Art Students	320- Middle Schl	$ 18,000.00	To Support Distance Learning Split between AIPCS/AIPCS II 6-8
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4400	Projectors (6) Wall mounted	320- Middle Schl	$ 1,619.94	Support Distance Learning: $269.99 per unit
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4400	Projectors (6) Wall mount	320- Middle Schl	$ 449.46	Support Distance Learning: Mount $74.91
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4400	Projectors Portable (already expended): reclass to correct coding	320- Middle Schl	$ 884.88	Support Distance Learning: $269.99 per unit/mount $74.91
74	*General Fund Learning Loss Mitigation Funds*	4410	Laptops/ Cart	305-Elemenatary	$ 30,611.99	Support Distance Learning
74	*General Fund Learning Loss Mitigation Funds*	5210	Professional Development:	320- Middle Schl	$ 5,000.00	Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Student Supplies: White Boards for Students	320- Middle Schl	$ 3,750.00	Support Distance Learning
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4315	Audio Book Program: Learning Ally ELA Program	320- Middle Schl	$ 12,000.00	To support distance learning ELA program
74	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4100	Already Expended 8/8/2020: Learning Solutions Plus : Reclass to correct coding	320- Middle Schl	$ 3,393.71	To support distance learning ELA program
72	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	4381	Plant Maintenance	K-8	$ 22,700.00	Support Distance Learning
32	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	5210	Professional Development: Materials	320- Middle Schl	$ 600.00	Support Distance Learning
32	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	5610	Installation of Pressure Tranducer	K-8	$ 3,380.00	Preparation for School Return
32	*CR: Learning Loss Mitigation based on Supplemental/Concentrtion*	5610	Repair on Trane Condensing Unit	K-8	$ 21,784.00	Preparation for School Return

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

COVID FUNDING SUMMARY AIPHS

American Indian Public High					
Funding Resource	Expended as of October 31, 2020	Total Grant	Remaining Allocation	Encumbered Funds as of 11/1/2020 - 11/19/2020	Balance of Funds Remaining 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- COVID 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 $423,083.30 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)	Encumbered Funds as of 11/1/2020 - 11/19/2020	Total 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	Saftware	$ 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	Equitment Lease and Rental		$ -	$ -	$ -
5800	Services and Operations	Social Emotional support	$ 1,468.38	$ -	$ 1,468.38
5877	IT Services		$ -	$ -	$ -
5900	Communications		$ -	$ -	$ -
TOTAL			**$ 100,519.63**	**$ -**	**$ 100,519.63**

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	Rugs	$ 10,000.00
4315	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	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ 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

COVID FUNDING: BUDGET PROPOSAL AIRUS

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

			$6,440.00
OBJECT CODE	**EXPENSE TYPE**	**DESCRIPTION**	**BUDGET AMOUNT**
4100	Textbooks & Core Materials		
4200	Books and other Reference Material		
4300	Materials and Supplies		
4315	Classroom Materials and Supplies		
4381	Materials for Plant Maintenance		
4400	Non Capitalized Equipment		
4410	Computers/ Network / Software		
5210	Professional Development		
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ -**
Remaining Balance			**$6,440.00**

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

COVID FUNDING: BUDGET PROPOSAL AIPHS

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

			$169,278.65
OBJECT CODE	**EXPENSE TYPE**	**DESCRIPTION**	**BUDGET 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	Equitment Lease and Rental		
5800	Services and Operations	Academic Mentors	$ 50,000.00
5877	IT Services		
5900	Communications	Crisis Communications	$ 14,850.00
TOTAL			**$ 169,278.65**
Remaining Balance			**$0.00**

COVID FUNDING: BUDGET PROPOSAL AIPHS

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

			$39,537.00
OBJECT CODE	**EXPENSE TYPE**	**DESCRIPTION**	**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	$ 4,000.00
5500	Operations and Housekeeping Services		
5502/5601	Janitorial/ Building Maintenance		
5605	Equitment Lease and Rental		
5800	Services and Operations		
5877	IT Services		
5900	Communications		
TOTAL			**$ 39,537.00**
Remaining Balance			**$0.00**

AIPHS COVID FUNDING RATIONALE

RESTRICTOR NUMBER	RESOURCE NAME	OBJECT	ITEMS	EXPENSE	RATIONALE
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4315	School Planners (5 Years)	$ 19,500.00	Planning Organizing Due To Distance Learning
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4315	PBIS Prizes	$ 10,000.00	Socioemotional Support
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4430	Desks / School Furniture	$ 10,000.00	Distance Learning
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
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
74	General Fund Learning Loss Mitigation Funds	5210	Distance Learning Playbook	$ 1,350.00	Distance Learning / PD
74	General Fund Learning Loss Mitigation Funds	4410	No Bullying Schools (5-Year Anti-Bullying Reporting System)	$ 9,000.00	Socioemotional Support
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4200	Mental Health 101 (500 Textbooks)	$ 8,745.00	Socioemotional Support
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4400	Mac desktop computers (10) / 5 iPads	$ 30,000.00	Distance Learning Materials
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4400	Teacher computers - laptops (25)	$ 17,000.00	Distance Learning Materials
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 74	$ 20,000.00	Distance Learning Materials
74	General Fund Learning Loss Mitigation Funds	4315	Music Supplies	$ 8,000.00	Music Books / Music Masks (PPE)
74	General Fund Learning Loss Mitigation Funds	4315	MakeMusic	$ 2,640.00	Music Support During Distance Learning
72	CR: Learning Loss Mitigation based on Suuplemental/Concentrtion	5800	Interim Academic Deans (Since July 1)	$ 50,000.00	Academic Coaching
74	General Fund Learning Loss Mitigation Funds	4410	Replacement Chromebooks (90/ 3 Chromebook Carts) / partial in RSTR 72	$ 10,000.00	Distance Learning Materials
32	Elementary & Secondary School emergency relief (ESSER)	4300	Rugs	$ 10,000.00	Discretionary: Support for clean schools
32	Elementary & Secondary School emergency relief (ESSER)	4410	Mac desktop computers (10) / 5 iPads	$ 14,000.00	Distance Learning Materials

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

RESTRICTOR	SOURCE	OBJECT	ITEM	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**
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**
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**

** The Quote is split in two funding resources*

RESTRICTOR 32 RESOURE 3210

ESSER
PROCUREMENT QUOTES

RESTRICTOR	SOURCE	OBJECT	ITEM	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

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	VIR-280OPN	280OPN IQ Series Student Desk **Options:** ☐ Laminate Desk Top – Fusion Maple desktop w/ Clear Lacquer Edge (+ $0.00) ☐ Frame – Silver Mist (+ $0.00) ☐ Book Box – Green Apple Book Box Color (+ $0.00) **Estimated Delivery:** 37 business days after order confirmation	78	$657.00 $20,208.24	61%	$259.08	
2.	VIR-280OPN	280OPN IQ Series Student Desk **Options:** ☐ Frame – Silver Mist (+ $0.00) ☐ Laminate Desk Top – Fusion Maple desktop w/ Clear Lacquer Edge (+ $0.00) ☐ Book Box – Green Apple Book Box Color (+ $0.00) **Estimated Delivery:** 38 business days after order confirmation	76	$657.00 $259.08	61%	$19,690.08	

Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
COE Distributing	REDDAWAY	Inside Delivery Lift Gate

Product SubTotal:	$39,898.32
Shipping & Handling:	$1,674.75
Sales Tax:	3,690.59
Grand Total:	**$45,263.66**

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 or damages must be reported to customer

FURNITURE QUOTE: HIGH SCHOOL

WORTHINGTON DIRECT

800-599-6636
Mon-Thur: 8-6 | Fri 8-5 CST · Se Habla Espanol
www.worthingtondirect.com

Sales Receipt

ORDER #: 10580815
Submitted 11/19/20

Billing Information	
Organization Name	American Indian Public High School
Name	Maurice Williams
Billing Street	746 Grand Avenue
Billing City, State Zip	Oakland, CA 94610
Billing Phone	(510) 853 0243

Shipping Information	
Company Name	AIMS College Prep High School
Attention Name	Maurice Williams
Street	746 Grand Ave.
City, State Zip	Oakland, CA 94610
Phone	(510) 853 0243
Email	maurice.williams@aimschools.org
Organization Type	K-12 Public School

Shipping Instructions:
Liftgate delivery is selected

Order Information

Promo Code:

Order Details

	Item			Stock #	Price	Quantity	Subtotal
	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
	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
	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
	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
	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

AMA GLASS
COMMERCIAL & RESIDENTIAL

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 44 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 44 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 : _____

Phone (510) 453-7030 Fax: (877) 666-5095 E-mail: amaglassco@gmail.com

IMAC COMPUTERS: HIGH SCHOOL

AIPHS BUDGET: RESTRICTOR 32 $14,000
AIPHS BUDGET: RESTRICTOR 74 $30,000

11/17/2020 AIMS K-12 College Prep Mail - Apple Quotation for AMERICAN INDIAN MODEL SCHOOLS : 2206763090

AIMS K-12 COLLEGE PREP

Alexander Lee <alexander.lee@aimsk12.org>

Apple Quotation for AMERICAN INDIAN MODEL SCHOOLS : 2206763090
1 message

Apple Business Team <noosman@apple.com> Tue, Nov 17, 2020 at 4:52 PM
Reply-To: noosman@apple.com
To: alexander.lee@aimsk12.org

5 $299.00 $1,495.00

Apple Inc. Education Price Quote

Customer:
Alexander Lee
AMERICAN INDIAN MODEL SCHOOLS
Phone: 510-893-8701
email: alexander.lee@aimsk12.org

Apple Inc:
Naomi Cocoran
5505 W Parmer Lane
Bldg 7
Austin, TX 78727
Phone: +1-737-2192289
email: noosman@apple.com

Apple Quote: 2206763090

Quote Date: Wednesday, November 18, 2020

Quote Valid Until: Thursday, December 17, 2020

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-inch iPad Wi-Fi 32GB - Space Gray Part Number: MYL92LL/A			
2	21.5-inch iMac with Retina 4K display Part Number: Z147 **Configuration:** • 065-C7GP 3.2GHz 6-core 8th-generation Intel Core i7 processor, Turbo Boost up to 4.6GHz* • 065-C7GT Radeon Pro 555X with 2GB video memory • 065-C6XH Magic Keyboard - US English • 065-C6YT 8GB DDR4 memory • 065-C700 256GB SSD storage • 065-C6XC Apple Magic Mouse 2	25	$1,519.00	$37,975.00

Edu List Price Total	**$39,470.00**
- eWaste Fee / Recycling Fee	$145.00
- Additional Tax	$0.00
- Estimated Tax	$3,650.98
- Total Tax	$3,650.98
Extended Total Price*	**$43,286.88**

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206763090. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to https://ecommerce.apple.com. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775

https://mail.google.com/mail/u/0?ik=9e32c5903f&view=pt&search=all&permthid=thread-f%3A1683655219794102502%7Cmsg-f%3A16836572967864... 1/2

Trane Condensing Unit Repair: 12th Street Campus

Carrier

Carrier Commercial Service
Reliability 4 Repair
Retrofit Replace
Total Solutions Provider.

Carrier Commercial Service
November 10, 2020

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.....$16,463.00
*The cost to perform the above work on circuit "B" will be.....$5,321.00
*These costs only include what is stated above.

The above prices do include sales tax and are 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.

Thank you for choosing Carrier as your HVAC Service Provider. Should you have any questions regarding the above, please feel free to call me at (510) 347-2037.

Sincerely,

Bruce S. August
Senior Sales Engineer/Project Manager
CARRIER CORPORATION

Accepted by:_____

Purchase Order #: _____

Date:_____

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

Carrier

Carrier Commercial Service

Carrier Commercial Service
November 16, 2020

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

1. Provide and install pressure transducer across existing air handler filter bank to monitor filter pressure drop.
2. Provide and install conduit and wiring to connect and install the new pressure transducer to the existing UCXP controller in the rooftop control panel.
3. Provide programming to add routine into existing air handler programming.
4. Provide start check and commissioning to verify proper operation
5. Update i-Vu front end to reflect changes.
6. Make changes to existing Engineering and Drawings.
7. Customer training

Work Not Included

1. All work is estimated at straight time rates; no overtime is included.
2. 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
*This cost only includes what is in the above scope of work.

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
Senior Sales Engineer/Project Manager
Carrier Corporation
BSS

Date: _____

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

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

School Planner

Quote Date: 11/18/2020

Quotes For:		Prepared By:	
Name:	Maurice Williams	**Byron Storey**	
Institution:	American Indian Model School	Account Executive	
Address:	171 12th St	bstorey@schoolplanner.com	
City, State, Zip:	Oakland, CA 94607	**Phone**	901-347-8826
Phone:	(510) 893-8701	**Fax**	901-566-8954

Included Value

• outside front and back protective poly covers • UV coated, full-color custom covers • plastic spiral binding • design assistance • digital proofing

Planner Information

Year	Size	Type	Quantity	Per Planner	Version Subtotals
2021-2022	5.5x8.5	Custom	525	$7.55	$3,963.75
2022-2023	5.5x8.5	Custom	525	$7.17	$3,765.56
2023-2024	5.5x8.5	Custom	525	$6.80	$3,567.38
2024-2025	5.5x8.5	Custom	525	$6.42	$3,369.19
2025-2026	5.5x8.5	Custom	525	$6.42	$3,369.19

Order Totals

Total Quantity	2100	**Subtotal**	$18,035.07
Total Versions	5		
Fee Per Version Over 3	$25.00	**New Subtotal**	$18,085.07
		Shipping Total	$1,312.50
Term Period	5 Years	**Total**	**$19,397.57**

The above quote summary is based on the information provided to your Account Executive. It is an estimate only, and is subject to change should the size, quantity, or content of the planners be altered. Final pricing and invoice amount will be determined by the size, quantity, and content of the planners as presented in the Print Approval Form (PAF) at the time of printing.

A signed Quote Acknowledgement is required to begin any design work. This Quote Acknowledgement together with the terms and conditions of the School Planner Services Agreement, found at www.schoolplanner.com/school-planner-agreement/ constitutes the entire understanding and agreement between the parties. The parties has caused this Quote Acknowledgement to be executed by their duly authorized representatives as of the date referenced above.

I agree to the above terms and conditions:

Signature _____ **Date** _____

DISTRICT WIDE: Inventory/Work Order Tracking System

Dude Solutions

Software for Smarter Operations

November 18, 2020 Q-209464

Marisol Magana
Operations Manager

AIMS K-12

171 12th Street

Oakland, CAS 94607

Dear Marisol,

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

Item	First Term	Investment
Asset Essentials Core Plus	7 months	$870.68
Dude Analytics	7 months	$0.00
InventoryDirect	7 months	$281.78
TechnologyEssentials Help Desk	7 months	$434.66
TechnologyEssentials - Insight	7 months	$437.39
	Investment:	$2,024.51 USD

*4 months included at no additional cost
*Initial term dates: 12/01/2020 - 06/30/2021

Pricing for the First Renewal Term is $8,097.96 USD.

dudesolutions.com 11000 Regency Pkwy #400 / Cary, NC 27518

2

AIPCS II Elementary: CDW Touch Screen Computers/Licenses

QUOTE CONFIRMATION

CDW PEOPLE WHO GET IT

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 Mfg. Part#: VH5H8 Clamshell Chromebook with Touchscreen Contract: BuyCo National Charter School Contract MV-IT-001 (MV-IT-001)	270	6091268	$291.00	$78,570.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: BuyCo National Charter School Contract MV-IT-001 (MV-IT-001)	270	3577022	$24.00	$6,480.00
AVerCharge C36i+ - cart Mfg. Part#: CHRGC36I+ UNSPSC: 56101535 Contract: BuyCo National Charter School Contract MV-IT-001 (MV-IT-001)	9	4983142	$1,250.00	$11,250.00

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

PURCHASER BILLING INFO		
Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH ACCOUNTS PAYABLE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Payment Terms: Request Terms	SUBTOTAL	$96,300.00
	SHIPPING	$0.00
	RECYCLING FEE	$1,080.00
	SALES TAX	$8,308.36
	GRAND TOTAL	$105,688.36
DELIVER TO	Please remit payments to:	

Page 1 of 2

Shipping Address:	CDW Government
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	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 | 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:

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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

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AIPCS (6-8) : Chromebooks/Carts/Licenses

QUOTE CONFIRMATION

CDW G PEOPLE WHO GET IT

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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 11.6" Celeron N4020 4GB RAM 32GB Chrome OSP Mfg. Part#: 81MA000TUS-DROPSHIP Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	6025026	$219.94	$13,196.40
Lenovo 1 Year Depot Support Warranty (School Year Term) Mfg. Part#: 5WS0N75623 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	4473837	$7.90	$474.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	3577022	$24.00	$1,440.00
AVerCharge C36i+ - cart Mfg. Part#: CHRGC36I+ UNSPSC: 56101535 Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	2	4983142	$1,250.00	$2,500.00

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

Page 1 of 2

Billing Address:	SHIPPING	$0.00
AMERICAN INDIAN PUBLIC CHARTER SCH ACCOUNTS PAYABLE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Payment Terms: Request Terms	RECYCLING FEE	$240.00
	SALES TAX	$1,451.92
	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 | 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 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.
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General Terms and Conditions:

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For more information, contact a CDW account manager

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AIPCS II (6-8) : Chromebooks/Carts/Licenses

QUOTE CONFIRMATION

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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 11.6" Celeron N4020 4GB RAM 32GB Chrome OS Mfg. Part#: 81MA000TUS-DROPSHIP Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	6025026	$219.94	$13,196.40
Lenovo 1 Year Depot Support Warranty (School Year Term) Mfg. Part#: 5WS0N75623 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	4473837	$7.90	$474.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	60	3577022	$24.00	$1,440.00
AVerCharge C36i+ - cart Mfg. Part#: CHRGC36I+ UNSPSC: 56101535 Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	2	4983142	$1,250.00	$2,500.00

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

Page 1 of 2

Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH ACCOUNTS PAYABLE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Payment Terms: Request Terms	SHIPPING	$0.00
	RECYCLING FEE	$240.00
	SALES TAX	$1,451.92
	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 | 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 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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AIPHS: Chromebooks/Carts/Licenses

QUOTE CONFIRMATION

CDW G PEOPLE WHO GET IT

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LTDF508	11/18/2020	LVO 100E INTEL X90 AIHS	12467987	$28,953.48

IMPORTANT - PLEASE READ
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 OS Mfg. Part#: 81MA000TUS-DROPSHIP Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	90	6025026	$219.94	$19,794.60
Lenovo 1 Year Depot Support Warranty (School Year Term) Mfg. Part#: 5WS0N75823 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	90	4473837	$7.90	$711.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	90	3577022	$24.00	$2,160.00
&VerCharge C361+ - cart Mfg. Part#: CHRGC361+ UNSPSC: 56101535 Contract: BuyD National Charter School Contract MV-IT-001 (MV-IT-001)	3	4983142	$1,250.00	$3,750.00

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

PURCHASER BILLING INFO	SUBTOTAL	$26,415.60

Page 1 of 2

Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH ACCOUNTS PAYABLE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Payment Terms: Request Terms	SHIPPING	$0.00
	RECYCLING FEE	$360.00
	SALES TAX	$2,177.88
	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 60675-1515	

Need Assistance? CDW G SALES CONTACT INFORMATION

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
$26,775.60	$724.28/Month	$26,775.60	$834.60/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.

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For more information, contact a CDW account manager

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HIGH SCHOOL: IMAC Computers

RESTRICTOR 32: $14,000
RESTRICTOR 72: $30,000

AIMS K-12 COLLEGE PREP

Alexander Lee <alexander.lee@aimsk12.org>

Apple Quotation for AMERICAN INDIAN MODEL SCHOOLS - 2206763090
1 message

Apple Business Team <noosman@apple.com>
Reply-To: noosman@apple.com
To: alexander.lee@aimsk12.org

Tue, Nov 17, 2020 at 4:52 PM

		5	$299.00	$1,495.00

Apple Inc. Education Price Quote

Customer:
Alexander Lee
AMERICAN INDIAN MODEL SCHOOLS
Phone: 510-893-8701
email: alexander.lee@aimsk12.org

Apple Inc:
Naomi Cocman
5505 W Parmer Lane
Bldg 7
Austin, TX 78727
Phone: +1-737-2192289
email: noosman@apple.com

Apple Quote: 2206763090

Quote Date: Wednesday, November 18, 2020

Quote Valid Until: Thursday, December 17, 2020

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-inch iPad Wi-Fi 32GB - Space Gray Part Number: MYL92LL/A			
2	**21.5-inch iMac with Retina 4K display** Part Number: Z147 **Configuration:** • 065-C7GP 3.2GHz 6-core 8th-generation Intel Core i7 processor, Turbo Boost up to 4.6GHz* • 065-C7GT Radeon Pro 555X with 2GB video memory • 065-C6XH Magic Keyboard - US English • 065-C6YT 8GB DDR4 memory • 065-C700 256GB SSD storage • 065-C6XC Apple Magic Mouse 2	25	$1,519.00	$37,975.00

Edu List Price Total	**$39,470.00**
- eWaste Fee / Recycling Fee	$145.00
- Additional Tax	$0.00
- Estimated Tax	$3,650.98
- Total Tax	$3,650.98
Extended Total Price*	**$43,286.88**

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWasteRecycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206763090. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to https://ecommerce.apple.com. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775

https://mail.google.com/mail/u/0?ik=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.	**3000072223185.2**	Sales Rep	Jonathan Morrow
Total	**$7,472.15**	Phone	(800) 456-3355, 6182324
Customer #	530015569684	Email	Jonathan_Morrow@Dell.com
Quoted On	Nov. 09, 2020	**Billing To**	ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607
Expires by	Dec. 09, 2020		

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	Shipping Method
ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607 (151) 089-3870	Standard Delivery

Product	Unit Price	Qty.	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

		Qty	Subtotal
Vostro Notebook 5502 Estimated delivery if purchased today: Dec. 08, 2020	$690.51	10	$6,905.10

Description	SKU	Unit Price	Qty	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 NVMe 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	-
Palmrest 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 www.dell.com/oemterms), 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.	**3000073376105.1**	Sales Rep	Jonathan Morrow
Total	**$11,208.24**	Phone	(800) 456-3355, 6182324
Customer #	530015569684	Email	Jonathan_Morrow@Dell.com
Quoted On	Nov. 16, 2020	**Billing To**	ALEXANDER LEE AMERICAN INDIAN MODEL SCHOOLS 171 12TH ST OAKLAND, CA 94607
Expires by	Dec. 16, 2020		

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

		Qty	Subtotal
Vostro Notebook 5502 Estimated delivery if purchased today: Dec. 04, 2020	$690.51	15	$10,357.65

Description	SKU	Unit Price	Qty	Subtotal
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 NVMe 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	-
Palmrest 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	-
Vintage 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	-
ProSupport: 7x24 Technical Support, 1 Year	802-7124	-	15	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	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:	**$10,357.65**
Shipping:	**$0.00**
Estimated Tax:	**$850.59**
Total:	**$11,208.24**

Important Notes

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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.delleme.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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AIPCS II ELEMENTARY: Software

TCi™

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 Yr)	0944-01	3	$96.00	$288.00
SSA! My School and Family: Teacher Subscription (1 Yr)	0876-01	3	$96.00	$288.00
SSA! Me & My World: Teacher Subscription (1 Yr)	0081-01	3	$88.00	$264.00
SSA! America's Past: Student Subscription (1 Yr)	9930-01	30	$22.00	$660.00
SSA! America's Past: Teacher Subscription (1 Yr)	9923-01	3	$114.00	$342.00
SSA! California's Promise: Student Subscription (1 Yr)	4829-01	30	$22.00	$660.00
SSA! California's Promise: Teacher Subscription (1 Yr)	4850-01	3	$114.00	$342.00
SSA! California's Communities: Student Subscription (1 Yr)	4751-01	30	$17.00	$510.00
SSA! California's Communities: Teacher Subscription (1 Yr)	4782-01	3	$96.00	$288.00
SSA! My Community: Student Subscription (1 Yr)	0951-01	30	$17.00	$510.00
SSA! My School and Family: Student Subscription (1 Yr)	0883-01	30	$17.00	$510.00
SSA! Me & My World: Student Subscription (1 Yr)	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. Thank you 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 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 BUDGETED			
ITEM	AIPCS	AIPCS II	AIPHS	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**

Mental Health Textbook Quote:

CHARACTER PROGRAMS *Resources for Life!*

Character Programs, LLC

PROPOSAL

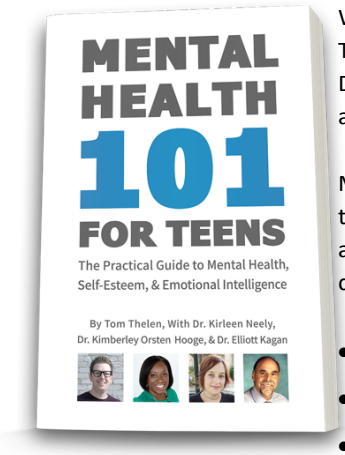
ATTN: Tom Thelen, Owner
Southeast, Lowell MI 49331
Phone: (616) 987-0444
Fax: (253) 369-1575
Tom@TomThelen.com

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:

Qty	Item Description	Amount Each	Amount
500	New book for Mental Health Concerns related to COVID-19: Mental Health 101 For Teens: The Practical Guide to Mental Health, Self-Esteem, & Emotional Intelligence. RELEASE DATE: 12/11/2020	$24.99 ea	$12,495.00
	 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)
		TOTAL DUE:	$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.

Anti-Bully Schools Quote

CHARACTER PROGRAMS *Resources for Life!*

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: - 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.	$5 /student /year	$11,250.00
	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

CDW·G PEOPLE WHO GET IT

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 Mfg. Part#: VH5H8 Clamshell Chromebook with Touchscreen Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	270	6091268	$291.00	$78,570.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	270	3577022	$24.00	$6,480.00
AVerCharge C36i+ - cart Mfg. Part#: CHRGC36I+ UNSPSC: 56101535 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	9	4983142	$1,250.00	$11,250.00
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

PURCHASER BILLING INFO		
Billing Address: AMERICAN INDIAN PUBLIC CHARTER SCH ACCOUNTS PAYABLE 171 12TH ST OAKLAND, CA 94607-4900 Phone: (510) 893-8701 Payment Terms: Request Terms	SUBTOTAL	$96,300.00
	SHIPPING	$0.00
	RECYCLING FEE	$1,080.00
	SALES TAX	$8,308.36
	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

Need Assistance? CDW G SALES CONTACT INFORMATION

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.

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