AIMS K-12 College Prep Charter District

AIMS Special Finance Committee Meeting

Date and Time

Thursday April 15, 2021 at 7:00 AM PDT

Location

Teleconference Zoom Meeting

Meeting ID: 951 6475 4122
Passcode: 320158
One tap mobile
+16699009128,,95164754122# US (San Jose)
+12532158782,,95164754122# US (Tacoma)

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 951 6475 4122
Find your local number: https://zoom.us/u/acQu5Kou6G

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://zoom.us/j/95164754122?pwd=ZmIrZzFRdjBaWkJGS2dZUDNTWEJ4dz09
Meeting ID: 951 6475 4122
Password: 320158

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 AM**
	Opening Items			
A.	Call the Meeting to Order			
B.	Record Attendance and Guests			2 m
C.	Adoption of the Agenda	Vote	Chris Edington	2 m
	The Finance Committee will consider adopting the April 15, 2021 Special Finance Committee Agenda.			
D.	Approval of the Minutes	Approve Minutes	Chris Edington	2 m
	The Finance Committee will consider approving the March 15, 2021 Special Finance Committee Monthly Meeting minutes.			
	Approve minutes for Special Finance Committee Monthly Meeting on March 15, 2021			
E.	Approval of the Minutes	Approve Minutes	Chris Edington	2 m
	The Finance Committee will consider approving the February 25, 2021 Finance Committee Monthly Meeting Minutes.			
	Approve minutes for Finance Committee Monthly Meeting on February 25, 2021			
F.	Public Comment on Non-Action Items			4 m

		Purpose	Presenter	Time

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).**

G. Public Comment on Action Items — 4 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 — 7:16 AM

A. AIMS Final Audit — Discuss — Katema Ballentine — 5 m

The Finance Committee will review the AIMS Final Audit to submit to Oakland Unified School District.

III. Action Items — 7:21 AM

A. Oakland Chinatown Community Benefit District - Request to the AIMS Board of Directors — Vote — Marco Li Mandri, Aliza Gallo, Rick da Silva — 5 m

The Finance Committee will consider approving the Oakland Chinatown Community Benefit District Steering Committee request that the AIMS Board of Directors authorize the Superintendent to sign the petition and vote in favor of forming the Chinatown Community Benefit District for the annual assessed amount of $4,500.00.

B. Staffing Agency Contract (School Nurses) — Vote — Zeke Lopez — 3 m

The Finance Committee will consider approving the Staffing Agency Contract in the amount of $43,920.00

C. American Indian Model School (AIMS) Xerox Fleet Upgrades — Vote — Tiffany Tung — 3 m

		Purpose	Presenter	Time
	The Finance Committee will consider approving the AIMS Xerox Fleet Upgrades not to exceed $14,346.60.			
D.	Facilities Use Agreement for Lakeview Campus	Vote	Marisol Magana	3 m
	Finance Committee will consider approving the Facilities Use Agreement for Lakeview Campus not to exceed $200,000.00			
E.	Power Student Information System (SIS) Renewal	Vote	Marisol Magana	3 m
	The Finance Committee will consider approving the Power SIS Renewal in the amount of $16,616.51			
F.	American Indian Public Charter School (AIPCS), and American Indian Public Charter School II (AIPCS II) Middle School Chromebook Purchase	Vote	Marisol Magana	3 m
	The Finance Committee will consider approving the AIPCS, and AIPCS II Middle School purchase of 180 Chromebooks in the amount of $51,709.50			

IV. Closed Session — 7:41 AM

A.	Public Comment on Closed Session Items	FYI		2 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		15 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)

		Purpose	Presenter	Time
	3. Employee Matters			
C.	Reconvene from Closed Session Roll Call	Vote		1 m
D.	Report from Closed Session	FYI		1 m
V.	**Closing Items**			**8:00 AM**
A.	Items For Next Agenda - - - -	FYI		
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI	Corey Hollis	1 m

The next regular meeting of the Board of Directors is scheduled to be held on April 16, 2021, @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Corey Hollis, hereby certify that I posted this agenda on the AIMS website @ aimsk12.org, on, April 14, 2021, at 06:55 AM.
Certification of Posting

Coversheet

Approval of the Minutes

Section: I. Opening Items
Item: D. Approval of the Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Finance Committee Monthly Meeting on March 15, 2021

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Special Finance Committee Monthly Meeting

Date and Time
Monday March 15, 2021 at 7:00 AM

Location
Tele-conference Zoom Meeting

Meeting ID: 975 4521 9897
Passcode: 206895
One tap mobile
+16699009128,,97545219897# US (San Jose)
+13462487799,,97545219897# US (Houston)

Dial by your location
- +1 669 900 9128 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)

Meeting ID: 975 4521 9897
Find your local number: https://zoom.us/u/ad0Mv4ZU4f

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needed in order to participate in the meeting. **All comments and questions should be entered into the chat feature of the Zoom meeting.**

Click link below to join AIMS Finance Committee Meeting:
AIMS FINANCE COMMITTEE MEETING

Committee Members Present
A. Abuyen (remote), C. Edington (remote), K. Ballentine (remote)

Committee Members Absent
M. Woods-Cadiz

Guests Present
M. Magana (remote), M. Williams (remote), T. Tung (remote)

I. Opening Items

A. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Monday Mar 15, 2021 at 7:07 AM.

B. Record Attendance and Guests

C. Public Comment on Non-Action Items

No public comment on non-action items.

D. Public Comment on Action Items

No public comment on action items.

II. Action Items

A. American Indian Public High School - Round 15(A) State Charter School Facilities Incentive Grants

Ms. Marisol Magaña presented item III.A. American Public School - Round 15(A) State Charter School Facilities Incentive Grants.

- Funds will be utilized for rental fees of the AIMS public High School Facility.
- Funds will disburse from February 2021 - August 2022
- The funding amount for 2021 - 2022 will be $132,212.00
- Total funding amount of Facilities Incentive grants from 2020 - 2022 is $179,430.92

A. Abuyen made a motion to Approve item III.A. American Indian Public High School - Round 15(A) State Charter School Facilities Incentive Grant for $179,430.92.
K. Ballentine seconded the motion.
The committee **VOTED** unanimously to approve the motion.

B. Blinds Installation for American Indian Public High School

Ms. Tiffany Tung presented item III.B. Blinds Installation for American Indian Public High School.

- Blinds installation will be covered from the savings received from the Facilities Incentive Grant.
- Item III.B was tabled at the March 11, 2021 Facilities meeting.

A. Abuyen made a motion to Approve item III.B. Blinds Installation for American Indian Public High School in the amount of $29,002.88.
K. Ballentine seconded the motion.
The committee **VOTED** unanimously to approve the motion.

C. Student Bathroom Upgrades for American Indian Public High School

Ms. Marisol Magana presented item III.C. Student Bathroom Upgrades for American Indian Public High School.

- Bathroom upgrades will be covered from the savings received from the Facilities Incentive Grant.
- Oakland Unified School District will provide the vendors necessary to perform bathroom upgrades.

C. Edington made a motion to Approve item III.C. Student Bathroom Upgrades for American Indian Public High School not to exceed $19,820, pending written consent from Oakland Unified School District to proceed with student bathroom upgrades at the American Indian Public High School.
A. Abuyen seconded the motion.
The committee **VOTED** unanimously to approve the motion.

D. Letterman Jackets for AIMS High School Seniors

Mr. Maurice Williams presented item III.D. Letterman Jackets for AIMS High School Seniors.

- Letterman Jackets for AIMS High School seniors will be covered from the savings received from the Facilities Incentive Grant.

C. Edington made a motion to Approve item III.D. Letterman Jackets for AIMS High School Seniors in the amount of $20,567.65.
A. Abuyen seconded the motion.

The committee **VOTED** unanimously to approve the motion.

III. Closed Session

A. Public Comment on Closed Session Items

B. Reconvene from Closed Session

Closed session reconvened at 7:42 am.

C. Report from Closed Session

Nothing to report.

IV. Closing Items

A. Items For Next Agenda

Nothing to report.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:42 AM.

Respectfully Submitted,
C. Edington

C. NOTICES

Coversheet

Approval of the Minutes

Section:	I. Opening Items
Item:	E. Approval of the Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Committee Monthly Meeting on February 25, 2021

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Finance Committee Monthly Meeting

Date and Time
Thursday February 25, 2021 at 7:00 AM

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

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

Committee Members Present
A. Abuyen (remote), C. Edington (remote), K. Ballentine (remote), M. Woods-Cadiz (remote)

Committee Members Absent
None

Guests Present

C. Hollis

I. Opening Items

A. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Thursday Feb 25, 2021 at 7:00 AM.

B. Record Attendance and Guests

C. Public Comment on Non-Action Items

No public comment on Non-Action Items.

D. Public Comment on Action Items

No public comment on Action items.

II. Action Items

A. 3rd Floor Bathroom build-out

Ms. Marisol Magaña presented item III.A 3rd Floor Bathroom Build-Out.

- Click link to view **3rd Floor Bathroom Build-Out Cover Letter.**
- Click link to view **3rd Floor Bathroom Build-Out Renovations Permit.**
- Extended bathroom renovation permit for the 3rd Floor of the American Indian Model School 171 12th Street Oakland, CA location to August 16, 2021.
- Gathered current bids for the 3rd floor bathroom renovations on December 2019.
- Presenting item to the board to request permission to proceed with request for proposal (RFP) for bathroom renovations.
- **No motion was made to vote on item III.A. 3rd Floor Bathroom Build-Out.**

B. MOU Sacramento Consortium Teacher Induction Program

Zeke Lopez presented item III.B Memorandum of Understanding (MOU) Sacramento Consortium Teacher Induction Program.

- Click link to view **MOU Sacramento Consortium Teacher Induction Program Cover Letter.**
- Click link to view **MOU Sacramento Consortium Teacher Induction Program Document.**
- Currently the projected budget for the Sacramento Teacher Induction Program is $2,300.00

- $65,000.00 is allotted in total to support the Sacramento Consortium Teacher Induction Program for all three AIMS schools. These funds are in the AIMS budget.

A. Abuyen made a motion to Approve item III.B. MOU Sacramento Consortium Teacher Induction Program.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** unanimously to approve the motion.

C. Swing Contract

Zeke Lopez presented item III.C. Swing Contract.

- Click link to view **Swing Contract Cover Letter.**
- Click link to view **Historical Swing Expenses.**
- Click link to view **2020 - 2021 Swing Contract.**
- The contract gives $260.00 per day to utilize Swing substitute pool of teachers.
  - The cost is deducted from an AIMS teacher's sick leave.
- Last 2019 - 2020 fiscal year AIMS spent approximately $600,000.00 for the Swing Contract.
  - A large portion of that cost was due to the a large number of teacher vacancies at the AIMS High school and buying out substitute teacher contracts to bring on more permanent full time teachers.
  - The historical average spent on Swing Contract is approximately $260,000.00.

C. Edington made a motion to Approve item III.C. Swing Contract.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** unanimously to approve the motion.

D. 2020/2021 2nd Interim

Ms. Katema Ballentine presented item III.D. 2020/2021 2nd Interim.

- Click link to view **2020/2021 2nd Interim Cover letter.**
- Click link to view **2020/2021 2nd Interim Executive Summary.**
- 2nd interim is from November 1, 2020 - January 31, 2021.
- Additional revenue brought in from Cares Act Elementary and Secondary Schools Emergency Relief (ESSER) funds provided approximately $1,260,266.00.
- Projected revenue for 2nd interim - $18,424,301.00
- Projected expenses for 2nd interim - $16,542,025.00
- Surplus revenue vs. expenses for 2nd interim - $1,882,276.00
- 2nd interim must be submitted to Oakland Unified School District (OUSD) by March 1, 2021.

E. Cash Flow as of 2nd Interim

Ms. Karen Peters presented item III.E. Cash Flow as of 2nd Interim.

- Click link to view **Cash Flow Excel Spread Sheet.**
- Cash Flow is a projection made of historical revenue/expenditures patterns for AIMS.
- September 17, 2021 AIMS switched to the Seamless Summer Option (SSO) nutritional program as a meal provider.
    - The cashflow excel spread sheet does not reflect the reimbursement funds from the SSO nutritional program.

C. Edington made a motion to Approve item D.III. 2020/2021 2nd interim as an action item on February 25, 2021 AIMS Monthly Board meeting.
A. Abuyen seconded the motion.
The committee **VOTED** unanimously to approve the motion.

F. 2019/2020 Audit

Ms. Katema Ballentine presented item III.F. 2019/2020 Audit.

- Click link to view **2019/2020 Audit Cover letter.**
- Click link to view **2019/2020 Audit.**
- Audit must be approved and submitted to OUSD on March 15, 2021.
- AIMS is in compliance. No findings or corrections were made in the 2019/2020 Audit.
- **Request made by Director Edington to have Auditor state on pages 33 and 34 of 2019/2020 Audit to describe the reasons for no findings in Compliance Requirement Test section.**
- Page 20 - Auditor will update Directors list to accurately reflect correct positions and persons on AIMS Director board.

G. Workers Compensation Insurance Renewal

Ms. Katema Ballentine presented item III.G. Workers Compensation Insurance Renewal.

- Click link to view **Workers Compensation Insurance Renewal Cover letter.**
- Click link to view **Workers Compensation Insurance Renewal Memorandum.**
- Click link to view **Workers Compensation Application.**
- Click link to view **Workers Compensation All-Cal Insurance Agency Document.**
- $4,000.00 increase on workers compensation insurance renewal primarily due to COVID risks and a growth in payroll.

C. Edington made a motion to Approve item III.G Workers Compensation Insurance Renewal.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

K. Ballentine	Abstain
M. Woods-Cadiz	Aye
C. Edington	Aye
A. Abuyen	Aye

H. Student Accident Insurance Renewal

Ms. Katema Ballentine presented item III.H. Student Accident Insurance Renewal.

- Click link to view **Student Accident Insurance Renewal Cover letter.**
- Click link to view **Hartford Life and Insurance Company Blanket Accident Policy.**
- Click link to view **Student Accident Insurance Renewal Memorandum.**
- No changes were made to the student accident renewal policy.

A. Abuyen made a motion to Approve item III.H. Student Accident Insurance Renewal.
C. Edington seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

M. Woods-Cadiz	Aye
A. Abuyen	Aye
C. Edington	Aye
K. Ballentine	Abstain

I. D&A Contract Revision

Superintendent Maya Woods-Cadiz presented item III.I. D&A Contract Revision.

- Click link to view **D&A Final Scope of Work.**
- Click link to view **D&A Professional Services Agreement.**
- readjustments were made to the Scope of Work for contractor.

C. Edington made a motion to Approve changes made to item III.I. D&A Contract Revision.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

A. Abuyen	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Abstain
C. Edington	Aye

III. Closed Session

A.

Public Comment on Closed Session Items

No public comment on closed session items.

B. Recess to Closed Session

C. Reconvene from Closed Session

D. Report from Closed Session

Nothing to report.

IV. Closing Items

A. Items For Next Agenda

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:00 AM.

Respectfully Submitted,
C. Edington

C. NOTICES

Coversheet

Public Comment on Action Items

Section: I. Opening Items
Item: G. Public Comment on Action Items
Purpose: FYI
Submitted by: Katema Ballentine

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

Coversheet

AIMS Final Audit

Section:	II. Non-Action Items
Item:	A. AIMS Final Audit
Purpose:	Discuss
Submitted by:	Katema Ballentine
Related Material:	AIMS Finance Comittee Cover AIMS 2019-2020 Financal Audit.pdf American Indian Model Schools Final Report 2020.pdf American Indian Model Schools Final Communication Letter 2020.pdf

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

AIMS Board Meeting Item Cover Letter

Item: 2019-2020 Financial Audit

Presented By: Katema Ballentine, CBO

Staff Recommendation:

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

Committee Approval: N/A Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Financial Statements
June 30, 2020

American Indian Model Schools

American Indian Public Charter School (AIPCS)
(Charter Number 0106)
American Indian Public Charter School II (AIPCS II)
(Charter Number 0882)
American Indian Public High School (AIPHS)
(Charter Number 0765)

eidebailly.com

American Indian Model Schools

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EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Governing Board
American Indian Model Schools
Oakland, California

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

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

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

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

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

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

Other Matters

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

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

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2021 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
March 23, 2021

American Indian Model Schools

Statement of Financial Position

June 30, 2020

Assets	
Current assets	
Cash	$ 3,569,587
Accounts receivable	4,041,933
Prepaid expenses	64,695
Total current assets	7,676,215
Noncurrent assets	
Security deposit	36,792
Property and equipment, net	8,647,418
Total noncurrent assets	8,684,210
Total assets	$ 16,360,425
Liabilities	
Current liabilities	
Accounts payable	$ 472,830
Accrued liabilities	237,239
Deferred revenue	46,037
Refundable advance - Paycheck Protection Program (PPP)	1,926,455
Current portion of notes payable	197,976
Current portion of capital leases	19,416
Total current liabilities	2,899,953
Long-term liabilities	
Notes payable, less current portion	8,973,336
Capital leases, less current portion	62,097
Total long-term liabilities	9,035,433
Total liabilities	11,935,386
Net Assets	
Without donor restrictions	4,425,039
Total liabilities and net assets	$ 16,360,425

See Notes to Financial Statements

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American Indian Model Schools

Statement of Activities

Year Ended June 30, 2020

Support and Revenues	
Local Control Funding Formula	$ 13,567,086
Federal revenue	707,423
Other State revenue	743,202
Local revenues	326,959
Interest income	1,479
Fundraising revenue	18,834
Total support and revenues	15,364,983
Expenses	
Program services	15,918,488
Management and general	1,841,984
Fundraising and development	19,514
Total expenses	17,779,986
Change in Net Assets	(2,415,003)
Net Assets, Beginning of Year	6,840,042
Net Assets, End of Year	$ 4,425,039

See Notes to Financial Statements

Powered by BoardOnTrack

American Indian Model Schools

Statement of Functional Expenses

Year Ended June 30, 2020

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

See Notes to Financial Statements

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American Indian Model Schools

Statement of Cash Flows

Year Ended June 30, 2020

Cash Flows used for Operating Activities	
Change in net assets	$ (2,415,003)
Adjustments to reconcile change in net assets to net cash used for operating activities	
Depreciation expense	291,969
Changes in operating assets and liabilities	
Accounts receivable	(1,244,937)
Intercompany receivable	1,254,922
Prepaid expenses	(50,509)
Accounts payable	(42,849)
Accrued liabilities	(49,482)
Deferred revenue	46,037
Refundable advance - PPP	1,926,455
Intercompany payable	(1,254,922)
Net Cash used for Operating Activities	(1,538,319)
Cash Flows used for Investing Activities	
Purchases of property and equipment	(928,924)
Cash Flows from Financing Activities	
Proceeds from issuance of notes	3,578,100
Principal payments on notes	(158,946)
Principal payments on capital leases	(18,045)
Net Cash from Financing Activities	3,401,109
Net Change in Cash	933,866
Cash, Beginning of Year	2,635,721
Cash, End of Year	$ 3,569,587
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 441,770

See Notes to Financial Statements

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Note 1 - Principal Activity and Significant Accounting Policies

Organization

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

American Indian Public Charter School (AIPCS)
Charter school number authorized by the State: 0106
Currently serves 229 students in grades sixth through eight

American Indian Public Charter School II (AIPCS II)
Charter school number authorized by the State: 0882
Currently serves 634 students in grades kindergarten through eight

American Indian Public High School (AIPHS)
Charter school number authorized by the State: 0765
Currently serves 397 students in grades ninth through twelfth

About AIMS

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

Basis of Accounting

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

Net Assets

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

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

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

Receivables and Credit Policies

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

Intercompany Receivable/Payable

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

Property and Equipment

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

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

Revenue and Revenue Recognition

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

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

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

Functional Allocation of Expenses

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

Income Taxes

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

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

Estimates

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

Financial Instruments and Credit Risk

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

Recent Accounting Pronouncements

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

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

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

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

Change in Accounting Principle

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

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

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

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

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

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

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

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

Note 2 - Liquidity and Availability

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

Cash	$ 3,569,587
Accounts receivable	4,041,933
Total	$ 7,611,520

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

Note 3 - Property and Equipment

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

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

Note 4 - Notes Payable

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

Note payable, due in variable monthly installments principal and interest at 5.250%, collateralized by (a) a deed of trust for the real property located in Alameda County, CA; (b) an assignment of all rents to lender on real property located in Alameda County, CA; and (c) all financial contracts and all proceeds thereof, including all accounts and general intangibles, described in the Commercial Security Agreement, with a carrying value of $9,300,000; maturing in 2029.	$ 9,171,312

Future maturities of notes payable are as follows:

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

Note 5 - Capital Leases

The Organization leases vehicles under a lease expiring through 2024.

Future minimum lease payments are as follows:

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

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

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

Note 6 - Operating Lease

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

Note 7 - Net Assets

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

Net assets without donor restrictions	
Designated for Classified School Employee Professional Development	$ 7,701
Designated for Low Performing Students Block Grant	69,184
Designated for Measure G1	105,702
Designated for Measure N	51,600
Designated for College Readiness	6,553
Designated for Scholarship Funds	100,934
Designated for SB 117 COVID-19 Response Funds	131
Undesignated	4,083,234
Total net assets without donor restrictions	$4,425,039

Note 8 - Employee Retirement Systems

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

California Public Employees Retirement System (CalPERS)

Plan Description

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

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

Benefits Provided

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

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

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

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Contributions

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

Note 9 - Contingencies

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

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through March 23, 2021, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

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

Supplementary Information
June 30, 2020

American Indian Model Schools

American Indian Model Schools

Local Education Agency Organization Structure

June 30, 2020

ORGANIZATION

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

Governing Board

Member	Office	Term Expires
Toni Cook	President	June 2020
Christopher Edington	Director	June 2020
Adrien Abuyen	Director	June 2020
Dana Lang	Director	June 2020
Steven Leung	Director	June 2020
Clifford Thompson	Director	June 2020

Administration

Name	Title
Maya Woods-Cadiz	Superintendent

See Note to Supplementary Information

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

AIPCS

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

AIPCS II

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

AIPHS

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

See Note to Supplementary Information

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American Indian Model Schools

Schedule of Instructional Time
Year Ended June 30, 2020

AIPCS

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

AIPCS II

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

AIPHS

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

See Note to Supplementary Information

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

	Central Office	AIPCS	AIPCS II
Assets			
Current assets			
Cash	$ -	$ 299,891	$ 3,269,696
Accounts receivable	4,638	1,054,477	1,795,757
Intercompany receivable	430,967	-	19,738
Prepaid expenses	-	3,399	16,646
Total current assets	435,605	1,357,767	5,101,837
Noncurrent assets			
Security deposit	-	2,500	27,250
Property and equipment, net	-	194,117	8,432,530
Total noncurrent assets	-	196,617	8,459,780
Total assets	$ 435,605	$ 1,554,384	$ 13,561,617
Liabilities			
Current liabilities			
Accounts payable	$ 366,488	$ -	$ 106,342
Accrued liabilities	68,845	45,843	66,318
Deferred revenue	-	3,373	40,069
Refundable advance - Paycheck Protection Program (PPP)	-	-	1,926,455
Intercompany payable	-	298,568	169,361
Current portion of notes payable	-	-	197,976
Current portion of capital leases	-	6,472	6,472
Total current liabilities	435,333	354,256	2,512,993
Long-term liabilities			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	-	20,699	20,699
Total long-term liabilities	-	20,699	8,994,035
Total liabilities	435,333	374,955	11,507,028
Net Assets			
Without donor restrictions	272	1,179,429	2,054,589
Total liabilities and net assets	$ 435,605	$ 1,554,384	$ 13,561,617

See Note to Supplementary Information

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

	AIPHS	Elimination	Total
Assets			
Current assets			
Cash	$ -	$ -	$ 3,569,587
Accounts receivable	1,187,061	-	4,041,933
Intercompany receivable	17,224	(467,929)	-
Prepaid expenses	44,650	-	64,695
Total current assets	1,248,935	(467,929)	7,676,215
Noncurrent assets			
Security deposit	7,042	-	36,792
Property and equipment, net	20,771	-	8,647,418
Total noncurrent assets	27,813	-	8,684,210
Total assets	$ 1,276,748	$ (467,929)	$ 16,360,425
Liabilities			
Current liabilities			
Accounts payable	$ -	$ -	$ 472,830
Accrued liabilities	56,233	-	237,239
Deferred revenue	2,595	-	46,037
Refundable advance - Paycheck Protection Program (PPP)	-	-	1,926,455
Intercompany payable	-	(467,929)	-
Current portion of notes payable	-	-	197,976
Current portion of capital leases	6,472	-	19,416
Total current liabilities	65,300	(467,929)	2,899,953
Long-term liabilities			
Notes payable, less current portion	-	-	8,973,336
Capital leases, less current portion	20,699	-	62,097
Total long-term liabilities	20,699	-	9,035,433
Total liabilities	85,999	(467,929)	11,935,386
Net Assets			
Without donor restrictions	1,190,749	-	4,425,039
Total liabilities and net assets	$ 1,276,748	$ (467,929)	$ 16,360,425

See Note to Supplementary Information

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

	Central Office	AIPCS	AIPCS II
Support and Revenues			
Local Control Funding Formula	$ -	$ 2,315,504	$ 6,612,315
Federal revenue	-	210,636	331,975
Other State revenue	-	240,229	366,861
Local revenues	2,519,433	57,540	201,951
Interest income	-	158	1,043
Fundraising revenue	-	1,760	7,267
Total support and revenues	2,519,433	2,825,827	7,521,412
Expenses			
Program services	2,204,746	2,548,471	8,733,680
Management and general	314,415	326,448	965,594
Fundraising and development	-	-	7,119
Total expenses	2,519,161	2,874,919	9,706,393
Change in Net Assets	272	(49,092)	(2,184,981)
Net Assets, Beginning of Year	-	1,228,521	4,239,570
Net Assets, End of Year	$ 272	$ 1,179,429	$ 2,054,589

See Note to Supplementary Information

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

	AIPHS	Elimination	Total
Support and Revenues			
Local Control Funding Formula	$ 4,639,267	$ -	$ 13,567,086
Federal revenue	164,812	-	707,423
Other State revenue	136,112	-	743,202
Local revenues	67,196	(2,519,161)	326,959
Interest income	278	-	1,479
Fundraising revenue	9,807	-	18,834
Total support and revenues	5,017,472	(2,519,161)	15,364,983
Expenses			
Program services	4,636,337	(2,204,746)	15,918,488
Management and general	549,942	(314,415)	1,841,984
Fundraising and development	12,395	-	19,514
Total expenses	5,198,674	(2,519,161)	17,779,986
Change in Net Assets	(181,202)	-	(2,415,003)
Net Assets, Beginning of Year	1,371,951	-	6,840,042
Net Assets, End of Year	$ 1,190,749	$ -	$ 4,425,039

See Note to Supplementary Information

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American Indian Model Schools

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

Year Ended June 30, 2020

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

	AIPCS	AIPCS II
Net Assets		
Balance, June 30, 2020, Unaudited Actuals	$ 1,199,167	$ 2,141,193
Increase in		
Intercompany receivables	-	19,738
Intercompany payables	(19,738)	-
Accounts payable	-	(106,342)
Balance, June 30, 2020, Audited Financial Statements	$ 1,179,429	$ 2,054,589

See Note to Supplementary Information

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Note 1 - Purpose of Supplementary Schedules

Local Education Agency Organization Structure

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

Schedule of Average Daily Attendance

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

Schedule of Instructional Time

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

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

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

Combining Statement of Financial Position and Combining Statement of Activities

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

Reconciliation of Annual Financial Report with Audited Financial Statements

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



Independent Auditor's Reports
June 30, 2020

American Indian Model Schools

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CPAs & BUSINESS ADVISORS

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

Governing Board
American Indian Model Schools
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of American Indian Model Schools (the Organization) which comprise the statement of financial position as of June 30, 2020, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 23, 2021.

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Eide Bailly LLP

Rancho Cucamonga, California
March 23, 2021

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on State Compliance

Governing Board
American Indian Model Schools
Oakland, California

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

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

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

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

Compliance Requirements Tested

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

	Procedures Performed
LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
Gann Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program:	
General Requirements	Yes
After School	Yes
Before School	No, see below[1]
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control Accountability Plan	Yes
Independent Study - Course Based	No, see below[2]

	Procedures Performed
CHARTER SCHOOLS	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below[3]
Determination of Funding for Nonclassroom-Based Instruction	No, see below[4]
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	No, see below[5]

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

The Organization does not offer a Before School Education and Safety Program; therefore, we did not perform procedures related to the Before School Education and Safety Program.[1]

The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.[2]

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study nor for Determination of Funding for Nonclassroom-Based Instruction because the Organization is classroom-based.[3, 4]

We did not perform procedures for the Charter School Facility Grant Program because the Organization did not receive funding for this program.[5]

Unmodified Opinion

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

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

Ede Sally LLP

Rancho Cucamonga, California
March 23, 2021

American Indian Model Schools
Summary of Auditor's Results
Year Ended June 30, 2020

FINANCIAL STATEMENTS

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

STATE COMPLIANCE

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

None reported.

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

None reported.

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

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

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CPAs & BUSINESS ADVISORS

March 23, 2021

To the Governing Board
American Indian Model Schools
Alameda, California

We have audited the financial statements of American Indian Model Schools (the Organization) as of and for the year ended June 30, 2020, and have issued our report thereon dated March 23, 2021. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our engagement letter dated April 2, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Organization solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 23, 2021.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

What inspires you, inspires us. | eidebailly.com

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Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Organization is included in Note 1 to the financial statements. The Organization has adopted the provisions of ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08) applicable to contributions received and has early adopted the provisions of contributions made. The Organization has implemented the provisions of ASU 2018-08 on a modified prospective basis to agreements that were not completed as of the date of adoption or were entered after the date of adoption. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Organization's financial statements relate to revenue recognition.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Management has corrected all identified misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Organization's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated March 23, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Organization, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Organization's auditors.

This report is intended solely for the information and use of the Governing Board and management of the Organization and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Coversheet

Oakland Chinatown Community Benefit District - Request to the AIMS Board of Directors

Section: III. Action Items
Item: A. Oakland Chinatown Community Benefit District - Request to the AIMS Board of Directors
Purpose: Vote
Submitted by: Aliza Gallo
Related Material:
AIMS Board Meeting Item Cover Letter_Oakland Chinatown Community Benefits District.pdf
Oakland Chinatown CBD Overview (04112021).pptx
The Oakland Chinatown Community Benefit District Petition Package (April 2021).pdf
AMERICAN INDIAN MODEL SCHOOLS (AIMS) Petition for the Oakland Chinatown CBD (April 2021).pdf

RECOMMENDATION:
The Oakland Chinatown Community Benefit District Steering Committee request that the AIMS Board of Directors authorize the Superintendent to sign the petition and vote in favor of forming the Chinatown Community Benefit District for the annual assessed amount of $4,500.00.

AIMS Board Meeting Item Cover Letter

Item: Oakland Chinatown Community Benefit District - Request to the AIMS Board of Dir

Presented By: Aliza Gallo

Staff Recommendation:

The Oakland Chinatown Community Benefit District Steering Committee request that the AIMS Board of Directors authorize the Superintendent to sign the petition and vote in favor of forming the Chinatown Community Benefit District for the annual assessed amount of $4,500.00

Committee Approval: N/A Finance Committee

Total Associated Cost: $4,500.00 annually

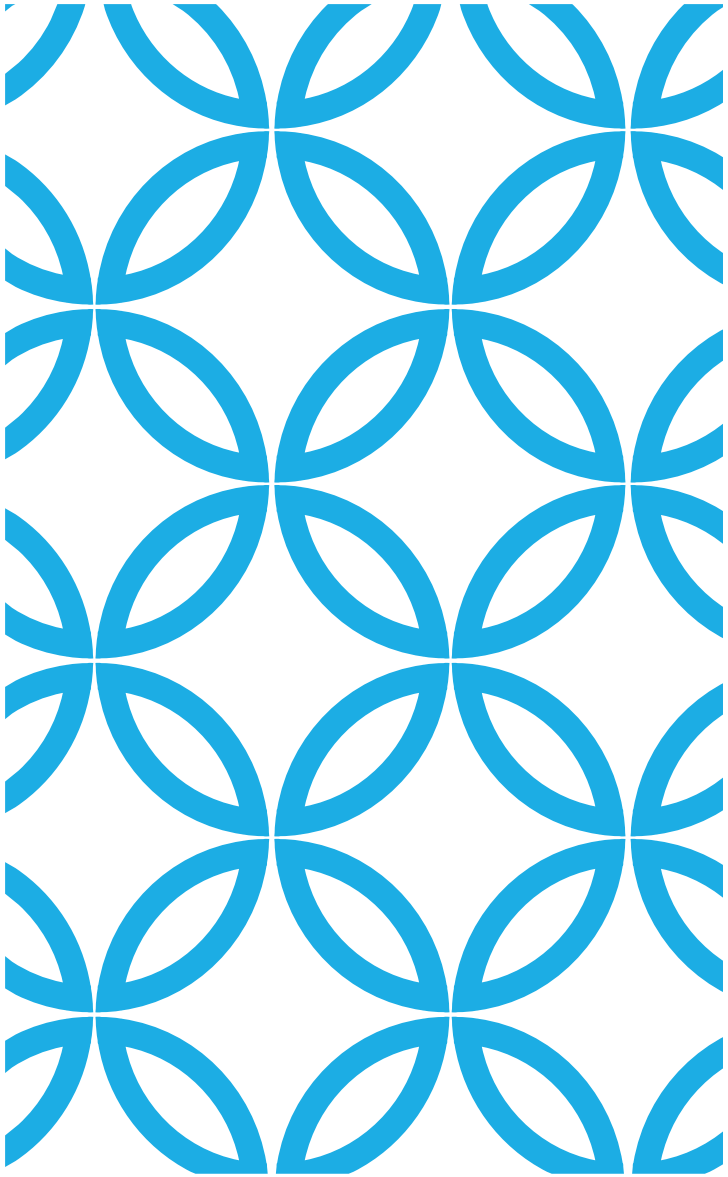
Included in Budget? No

Over or Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?



OAKLAND CHINATOWN COMMUNITY BENEFIT DISTRICT 2021

Oakland Chinatown Steering Committee
April 2021

COMMUNITY BENEFIT DISTRICTS (CBD)

- A CBD formation and operation is governed and monitored by State and City of Oakland laws. The formation process is guided by a Steering Committee comprised of various stakeholders (property owners, residents, community service organizations including churches, government, businesses, community leaders and elected officials). The governance is by a Board of Directors.
- The Oakland City Council takes two actions in the formation process: A Resolution of Intention and a Resolution of Formation, if property owners approve the district by a Petition and later a Mail Ballot.
- All Property Owners in the designated area have a right to vote to form the Chinatown CBD. If the Chinatown CBD is formed, all property owners within the district boundaries must pay a special assessment fee for the 10-year term.

WHAT VALUE DOES A CBD BRING TO THE COMMUNITY?

- CBDs require that commercial and residential property owners pay an assessment to fund supplemental services that benefit them, tenants, surrounding community members, businesses, institutions, employees, customers and visitors. The Assessment fee for each property is calculated by various factors including: Benefit Zone, Linear Frontage, Lot Size and Building Square Footage.

- CBDs have ongoing oversight and capacity to do what an individual property owner might not have the resources to achieve; CBDs have dedicated full-time staff to manage and provide services that are focused on improving and advocating for the area. The area is improved versus just one property.

- CBDs also bring residents, visitors, employees, families and elders, additional support by enhancing the street appearance through trash removal, graffiti abatement, beautification and a Community Ambassador Program to provide additional safety and hospitality services.

- The Chinatown Committee values promoting Oakland's Chinatown as a safe and clean location for its residents, children, families, businesses, and visitors by leading cultural placemaking, enhancing public spaces and marketing Chinatown to retain and encourage businesses and other employers.

- A CBD helps foster community by ensuring a walkable, safe and attractive environment for all.

OAKLAND'S CHINATOWN

- One of Oakland's oldest neighborhoods and one of the largest Chinatowns in the country
- The combination of COVID-19 shutdowns, economic downturns and crime negatively impacted Oakland's Chinatown, and its severe effects continue to be felt by struggling merchants and residents.
- Oakland Chinatown drives city tax revenues, yet approximately 30% of its businesses remain closed --many permanently. Oakland Chinatown needs the continued support and funding for crucial programs that keep this community thriving.
- Action is needed now.

CHINATOWN CBD VISION

- The Chinatown Steering Committee representative of the Chinatown community is dedicated to revitalizing Oakland's Chinatown neighborhood. Their goal is to return the Chinatown neighborhood to be reflective of its rich historic boundaries and vibrant economy.

- The Vision is "To enhance the physical, economic and cultural wellbeing of the greater Oakland Chinatown area; to improve the environment in which people live, shop, and work; to encourage public and private partnerships and commitment through supplemental physical and economic improvements; to maintain physical, economic, cultural and social improvements through a long term operations strategy; and to maintain an organization to oversee the promotion, design, maintenance, appearance and economic and cultural viability of the Chinatown area."

WHY NOW?

A Community Benefit District, especially during this economic recovery period, can help create and support the development of a more sustainable, vibrant Chinatown area by:

- Producing a consistently clean, welcoming, and attractive community through Cleaning Ambassador Services (litter removal, graffiti removal, pressure washing)
- Help to create a safer walking environment for residents, employees, visitors, children, families, students, through a Community Ambassador Safety Program
- Supporting Business Retention, Attraction & Promotion efforts
- Supporting and enhancing Arts, Culture, Education and Entertainment assets in Chinatown
- Promoting business, residential and recreation opportunities
- Improving Community Public Spaces through art, signage, positive programming and supplemental safety services
- The most appealing aspect of a Community benefit District is that the assessment funds are only used in the approved District and services do not replace City services but instead, offer special benefits to the area.
- The CBD can serve as a platform for community outreach and involvement; and acts as a liaison to the City, County, and other government agencies.

OAKLAND CHINATOWN COMMUNITY BENEFIT DISTRICT 2021

The Chinatown community has discussed the formation of a business improvement district for many years. The Oakland Chinatown Improvement Initiative was formed to demonstrate how a district could help improve the neighborhood with services, art, and ambassadors.

A Business Improvement District is a property-owner special assessment district. Because Chinatown is a mixed use community comprised of single family homes, non-profit organizations, government agencies, businesses, churches, and condo land uses, it is called a Community Benefit District (CBD), because all land users will benefit.

A CBD is an economic development tool that allows a geographic cluster of property owners, in partnership with other users, to collectively invest in activities that improve economic and community vitality.

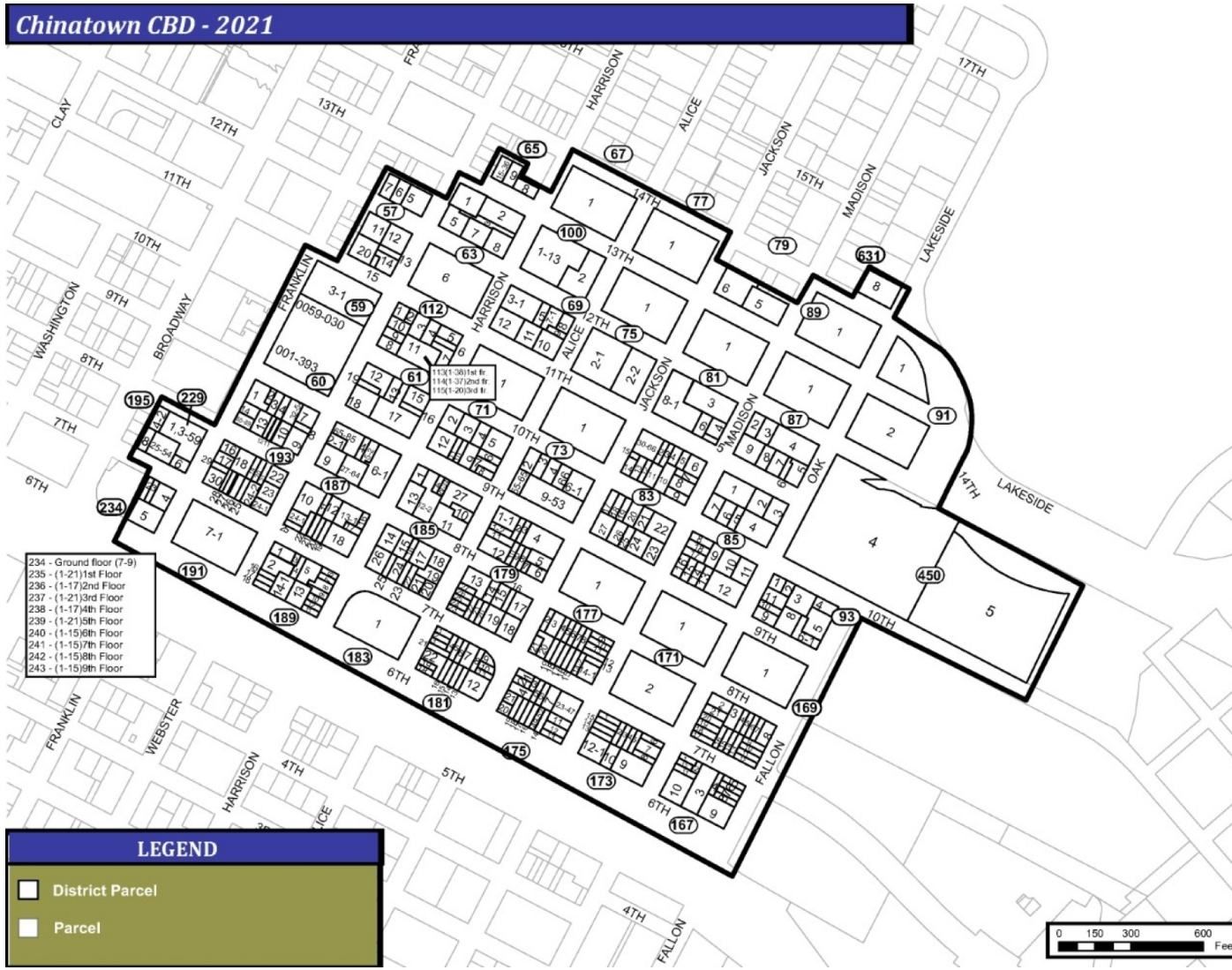
These activities enhance – not replace - City services, and may range from safety and sanitation, to placemaking and branding, to business retention, attraction and promotion.

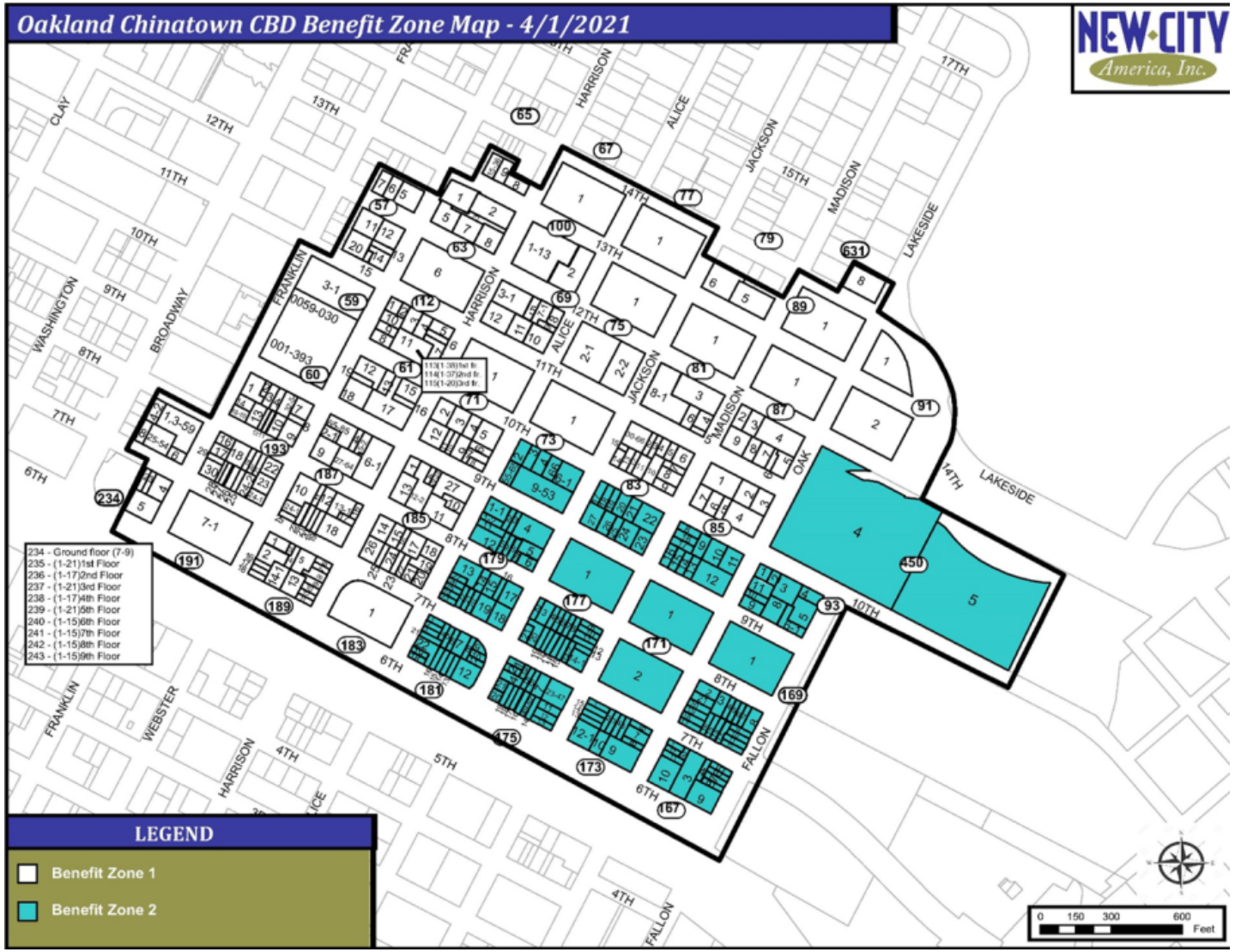
PROPOSED CHINATOWN COMMUNITY BENEFIT DISTRICT 2021

1,033 Property Owners
1,293 Parcels

Proposed CBD includes*
County of Alameda
City of Oakland
EBMUD
AIMS College Prep Elementary & Middle School
Oakland Museum of California
Lake Merritt BART area
Henry J Kaiser Center (Oakland Civic)
Asian Health Services
EBALDC
Salvation Army
Webster 11
Chinatown Business area
OUSD Lincoln School
OUSD Yuk Child Development Center
Oakland Consolidated Chinese Association
Lincoln Park Recreation Center
Oakland Hotel
Oakland Chinese Garden Center
Family Bridges, Inc.
Pacific Renaissance Plaza
Madison Park
Light of the Buddha Temple
American Indian Public Charter Model Schools
Wang Family Trust
Satellite Housing properties
BALCO properties

* Partial listing




Oakland Chinatown CBD Benefit Zone Map - 4/1/2021
NEW CITY America, Inc.
234 - Ground floor (7-9)
235 - (1-21)1st Floor
236 - (1-17)2nd Floor
237 - (1-21)3rd Floor
238 - (1-17)4th Floor
239 - (1-21)5th Floor
240 - (1-15)6th Floor
241 - (1-15)7th Floor
242 - (1-15)8th Floor
243 - (1-15)9th Floor
LEGEND
Benefit Zone 1
Benefit Zone 2
0 150 300 600 Feet

PROPOSED CHINATOWN CBD MANAGEMENT PLAN

- To form the CBD, a District Management Plan, along with the Engineer's Assessment Report is approved by City of Oakland, and then must be approved by property owners. All property owners can vote with a Ballot.

- Based on an earlier Property Owner's Survey, owners supported a District Management Plan that prioritized funding the following Services:
  - District Beautification & Cleanliness Services
  - District Community Safety Ambassadors
  - Cultural Events, Street Festivals, promotion of Cultural Institutions and other key community resources
  - Response services for homelessness, loitering and panhandling
  - Chinatown Business & District promotion and marketing

CHINATOWN CBD FORMATION TIMELINE

UPCOMING!

- **April**

Property owners within the designated area will receive a Petition that must be returned to the Oakland Chinatown Chamber.

- **May** – City Council review and direct that Ballots are mailed to all property owners.
- **July** – City Council tabulates ballots and if 50%+1 of the weighted property owners do not protest the formation of the District, the district is approved.
- **January 2022** – the Chinatown CBD begins operation for a 10-year term.
- **July 2022**- Plans are to expand the Chinatown CBD to include additional Chinatown properties not able to be included in the 2021 Chinatown District, but interested in joining.





VOTE YES FOR THE
CHINATOWN CBD!
VOTE YES FOR
CHINATOWN'S FUTURE!

Petitions Due By May 14, 2021
Ballots Due By July 20, 2021

OAKLAND CHINATOWN CHAMBER OF COMMERCE

屋崙華埠商會

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Hon. Lifetime Board of Director

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Lawrence Ng. MD
George Ong, Esq.
James M. Ong, E.A.
Albert Wong

April 14th , 2021

To: Property Owners and Property Managers in Oakland's Chinatown

SUBJECT: Petition for Initiating Balloting for the Proposed New Oakland Chinatown Community Benefit District (CBD)

Attached please find your petition for the proposed Oakland Chinatown Community Benefit District (CBD). By signing the petition, you are demonstrating your support for the CBD and will enable the process to move to the mail balloting phase. Property owners representing a minimum of 30% of the total assessments in the CBD must sign a petition in order to bring this issue to an official mail ballot vote. The petition includes information regarding your specific parcel(s) assessment – the amount and percentage of the total assessment. The petition must be signed by the legal owner or an authorized representative. Your prompt return of the petition is appreciated. Please return by Friday, May 14th, 2021.

Attached please find a Summary of the Oakland's Chinatown CBD Management District Plan and your property petition. The full Management Plan is available upon request and will be posted on (http://www.oaklandchinatownchamber.org/).

You can return your petition by mail to Oakland Chinatown CBD, c/o of the Oakland Chinatown Chamber of Commerce, 388 9th St Suite 290, Oakland, CA,94607; Scan and e-mail to ChinatownCBD@gmail.com or by Fax (510) 893-8988. If you would like to drop off your petition, please contact Jessica Chen, Executive Director, Chinatown Chamber, (510) 893-8979. If you have questions about the process or your property assessment, please call Monica Montes at New City America, the Chinatown CBD formation consultants, at (888) 356-2726.

When the minimum 30% weighted petition threshold is reached, the Oakland City Council will consider adopting a "Resolution of Intention" to mail out ballots to all affected property owners. Ballots will be mailed to all property owners in early June and the signed ballots must be returned by the public hearing, scheduled to be held by the end of July. In order for the Oakland Chinatown CBD to be adopted by the City Council, 50% plus one of the weighted ballots returned must be in favor of the formation of the Oakland's Chinatown CBD.

388 9th Street, Suite 290, Oakland, CA 94607 | Office 510.893.8979 | Fax 510.893.8988 | ChinatownChamber@gmail.com

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屋崙華埠商會

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If the Oakland's Chinatown CBD is established, an annual assessment will be collected from each property owner on their county property tax bills beginning with the bill due in December 2021. Assessment funds would be managed by a new non-profit organization made up of primarily of the property owners that pay into the CBD.

The establishment of the Chinatown Community Benefit District is being led by a Steering Committee of Chinatown representative of our community – 40 leaders from the community, churches, community organizations, businesses, residents, cultural organizations and other private and public property owners and supporters of Chinatown. The Chinatown Chamber is helping to host this very important community development effort. Together we ask for your support to help revitalize Oakland's Chinatown by establishing a dedicated mechanism to fund a safe, clean and vibrant Chinatown.

Thank you for your cooperation in this important and historic effort.

Carl Chan
President
Chamber of Commerce

Rick da Silva
Chairperson
Chinatown CBD Steering Committee

388 9th Street, Suite 290, Oakland, CA 94607 | Office 510.893.8979 | Fax 510.893.8988 | ChinatownChamber@gmail.com

SUMMARY OF THE
OAKLAND CHINATOWN COMMUNITY BENEFIT DISTRICT
MANAGEMENT DISTRICT PLAN

Final Plan – April 2021

Prepared pursuant to the City of Oakland's
Business Improvement Management District Ordinance of 1999
 # 12190, Under Municipal Code Chapter 4.48
for the Chinatown Oakland Business and Property Owners

Prepared for:

The Oakland Chinatown Chamber of Commerce
Oakland Chinatown CBD Steering Committee
City of Oakland

Prepared by:

New City America, Inc.
The Oakland Chinatown Community Benefit District Steering Committee

Corporate Office ▪ 2011 W. California Street ▪ San Diego, CA 92110 ▪ 619-233-5009 ▪
Midwest Office ▪ 300 N. State Street ▪ Ste 4710 ▪ Chicago ILL. ▪ 60654 ▪ 888-356-2726
New England Office: 42 Pearl Street, ▪ New Bedford, MA ▪ 02740
mail@newcityamerica.com ▪ www.newcityamerica.com ▪ Facebook: New City America, Inc.

Section 1
Management District Plan Summary

The name of this Community Benefit District ("CBD") is the Oakland Chinatown Community Benefit District ("Oakland Chinatown CBD" or the "District"). The District is formed under the Business Improvement Management District Ordinance of 1999 # 12190, under Municipal Code Chapter 4.48 of the Oakland City Code relating to the establishment of Business Improvement Districts.

The levy of assessments on real property within the proposed District will fund physical improvements to individual properties, attract new customers, tenants, and increase business sales resulting in stabilized rents, particularly after the impact of COVID 19 on property owners throughout Chinatown. The assessments will fund maintenance, special events and activities, and other special benefits within the District, revitalizing the Oakland Chinatown area and creating jobs, attracting and retaining businesses, and reducing crime.

Oakland Chinatown CBD Steering Committee

Since the fall of 2020, the Oakland Chinatown Chamber of Commerce, who has led the effort to investigate and form the Chinatown Community Benefit District, has worked to gauge support within the community for a new *Special Benefit District* for both the Chinatown property owners and business community alike. The Chamber hired New City America – a company specializing in *Special Benefit District* formation and management - to work with the Chinatown business and property owners to investigate the viability of a new Community Benefit District in Oakland's historic Chinatown. The Chinatown Steering Committee is representative of the Chinatown community and includes 40 leaders from the community, churches, community organizations, businesses, residents, cultural organizations and other private and public property owners and supporters of Chinatown.

Since the initiation of work last fall, the Oakland Chinatown Community Benefit District Steering Committee has worked diligently to outreach to property owners and build a level of support for the new CBD. The Oakland Chinatown CBD Steering Committee, has met multiple times, has reviewed five versions of a management plan and finalized the boundaries, services, costs and term at its March 23rd, 2021, Steering Committee meeting. The CBD Steering Committee met on the following dates via video conferencing (due to COVID restrictions) in Chinatown to discuss the final plan:

November 15th, 2020
November 19th
December 10th
January 14th, 2021
February 4th
February 23rd
March 2nd
March 4th
March 15th
March 23rd

Priority Special Benefit Services/Survey

This past December, a survey was sent out to all the property owners in the proposed CBD area, to ascertain their level of conceptual support for the services that would be funded through the establishment of a new Chinatown CBD. The support for the concept of a new Oakland Chinatown CBD was very strong. The survey tallied the support based upon the property variables that would be assessed in the ultimate funding of the special benefit services of the district. Those property variables include a parcel's lot size, linear frontage and building square footage. The results were as follows:

The survey, which was translated into Chinese, was mailed to almost 1,100 property owners and asked a variety of specific questions regarding property owner-funding of services over and above what the City was currently providing. We received 248 responses which supported the following priority services: outlined by the **responding property owners:**

- The number 1 priority special benefit service included regular sidewalk and gutter sweeping, graffiti removal and pressure washing by the new CBD. *(Approved with 67% of the respondents)*
- Number 2 was hiring special ambassadors or private security to walk and bike throughout Chinatown *(Approved by 58% of the respondents).*
- Number 3 was supporting special events, holiday décor, street festivals, etc. *(Approved by 56% of the respondents)*
- Number 4 was funding special benefit services to respond to homeless, panhandling and loitering in Chinatown *(Approved by 56% of the respondents)*

Based upon these results, the Oakland Chinatown CBD Steering Committee determined that there was enough support to come up with a preliminary Management District plan. Based upon the survey results, the following property owners (as determined by their parcel dimensions and ownership), supported the formation of the new Chinatown CBD. *(The goal was to receive 30% support by linear frontage, 30% by lot size and 30% by building square footage).*

Survey results in support of the Chinatown CBD:

- *34% of the building square footage.*
- *36% of the lot size.*
- *28% of the linear frontage.*
- *Average support level: 32.6% of the overall property variables in the study area.*

Changes in Oakland's Chinatown

In 2011, the State Legislature dismantled 408 redevelopment agencies, redirecting the flow of funds back to the counties, school districts, and cities rather than reinvesting back into redevelopment areas. The California League of Cities filed a lawsuit to stop this elimination, resulting in a 2011 California Supreme Court ruling ceasing the operations of all redevelopment agencies by February 2012.

Consequently, the method of financing used previously by the City of Oakland to fund Chinatown improvements no longer exists. In the past, the opportunity to fund pedestrian lighting, new sidewalks, and public improvements in Chinatown was typically been through

this redevelopment, tax-increment financing. In light of the loss of that historic funding mechanism, the investigation of a new Chinatown CBD centered on these six questions:

1. *How to fund the programs that will make Oakland's Chinatown district brand become more positive in Alameda County.*
2. *How to create greater demand for Chinatown's buildings resulting in greater rental rates and commerce to businesses and tenants, particularly in light of the devasting impact of the COVID 19 pandemic, the demonstrations last summer that greatly impacted Chinatown, as well as the increasing violence against the Asian, particularly Chinese- American community throughout the country.*
3. *How to ensure that issues in the public rights of way, including people demonstrating questionable behavior, will be managed more consistent with standards in other communities.*
4. *How to drive more tenants to the buildings in Chinatown and attract more customers and visitors to rebuild the retail and restaurant sectors here.*
5. *How to ensure that the public rights of way will become more orderly and attractive and promote the culture and history of Oakland's Chinatown.*
6. *How to attract new mixed-use developments and new housing that will be built within walking district of the Chinatown/Lake Merritt BART station.*

<u>How can a new CBD benefit property owners in Oakland's Chinatown?</u>

In summary, a Oakland Chinatown CBD is a *Special Benefits Assessment District* whereby property owners vote, through a mail ballot procedure, to supplement their property tax bills to pay for and control the assessments they generate through the CBD. *The CBD will not replace current City services, but it can fund solutions to supplement City services in the areas including:*

- Safety, petty criminal and homeless/vacancy problems through the creation of a Chinatown Ambassador Program to Increase neighborhood vibrancy through beautification and relationship building with merchants, workers and residents, including but not limited to: Provide safe passage to and from destinations within Chinatown by providing escorts, directions/wayfinding, and general assistance; Address non-criminal complaints and de-escalate when possible (loud noises, illegal dumping, etc.). Otherwise, contact medical and emergency services. Conduct wellness checks of individuals in need, provide linkages and referrals to social services and provide local workforce development opportunities.
- Sidewalk cleanliness
- Increase the trimming and replacement of damaging trees and landscaping
- Install/improve decorative amenities such as street furniture/fixtures/equipment/lighting
- Promote and enhance the brand/image of Oakland Chinatown
- Promote the many cultural institutions, events, and community activities throughout greater Chinatown
- Promote a strong social media presence, and facilitate public relations for Oakland Chinatown businesses
- Promote public space development and placemaking for elderly, families, children, residents, employees and visitors

MOST IMPORTANTLY, THESE PROPERTY ASSESSMENT FUNDS WILL NOT REPLACE EXISTING CITY SERVICES IN CHINATOWN AND WILL BE CONTROLLED BY A NEW NON-PROFIT CORPORATION OF PROPERTY AND BUSINESS OWNERS, ESTABLISHED AFTER THE DISTRICT IS VOTED IN BY PROPERTY OWNERS.

Special Benefit Budget Category Analysis

The Oakland Chinatown *Management District Plan* gives the property owners greater flexibility in determining the type and frequency of special benefit services that will be allocated on a year-to-year basis. As Chinatown evolves and re-emerges from the negative impact of COVID 19, services that are needed one year may not be needed the next. *Therefore, "bundles" or categories of special benefit funding are created and divided into four broad categories.*

The proposed Oakland Chinatown Community Benefit District, will fund special benefit services, over and above, what the City of Oakland and Alameda County are currently providing. Special benefits and supplemental to the general benefits paid for out of the City and County budgets. Those bundles including the following:

CIVIL SIDEWALKS

Examples of this category of special benefit services and costs may include, but are not limited to:

- The establishment of a Community Ambassador Program to provide bilingual response and support to the many pedestrians in Chinatown including elderly, families, children, students of the Chinatown neighborhood schools, residents, employees, visitors, customers and businesses located in the district. In addition, the Community Ambassador Program will coordinate responses to homeless issues, aggressive panhandling and mentally ill individuals creating issues in the District's public rights of way. Safety responses may include bike patrols and helping to support a community camera system installed on private properties
- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing and new public spaces that are not part of the City of Oakland Park responsibilities; goal is to make these spaces attractive and useable by all Chinatown stakeholders
- Installation of and maintenance of hanging plants, planting flowers throughout the district
- Personnel to manage the in-house or contracted maintenance and/or security teams.

DISTRICT IDENTITY AND PLACEMAKING

Examples of this category of special benefit services and costs may include, but are not limited to:

- Web site development and updating
- Social media, hiring of a bilingual public relations firm
- Enhancing the current Chamber holiday and seasonal decorations

- Branding of the Oakland Chinatown CBD properties so a positive image is promoted to the public including the development of a new logo
- Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage the in-house or contracted public relations, web site maintenance or social media contractors

ADMINISTRATION/PROGRAM MANAGEMENT

Examples of this category of special benefit services and costs may include, but is not limited to:

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

CONTINGENCY/CITY AND COUNTY FEES/RESERVE

Examples of this category of special benefit services and costs include, but is not limited to:

- Delinquencies, City/County fees, reserves

Each of the District Management Plan sections allocates a percentage of the total assessment funds to the proposed four categories of services, prioritized in the Plan. The District Management Corporation will have the flexibility to prioritize services and allocations of funds throughout the term of the District. The four categories of services include Civil Sidewalks, District Identity and Placemaking, Administration, and Contingency.

The categories of services and their percentages represent the service plan the Chinatown property owners will be voting on when the District comes up for a mail ballot later this Spring or during the summer.

METHOD OF FINANCING

The financing of the Oakland Chinatown CBD is based upon the levy of special assessments on real properties that receive special benefits from the improvements and activities based upon which Benefit Zone they are located within. See Section 4 for assessment methodology and compliance with Article XIII (d) of the California State Constitution. There will be five factors used in the determination of proportional costs to the parcels in the District. These five factors are:

- Linear frontage, on all sides of the parcel (excluding alleys)
- Lot size or the footprint of the parcel
- Building square footage. (with deductions made for internal, private parking structures within a building)
- Current and future residential condominiums that will be constructed within the District
- Location within one of the two geographic benefit zones of the district

In addition, other factors will be used to determined assessments based upon the anticipated benefit with the current land uses:

1. Single family residential parcels will be assessed for linear frontage, on all sides, only;
2. Residential condominiums will be assessed for their specific parcel building square footage only;
3. All public and ecumenically owned and operated parcels will be assessed for linear frontage and lot size only;
4. The Oakland Museum and Kaiser Convention Center, (both owned by the City of Oakland and leased to third parties), which are in Benefit Zone 2, will have their assessments applied to their massive building and linear frontages, as well as lot size that matches their building footprint.
5. Legally mandated affordable apartments, whether privately or owned by non-profit entities, will pay 50% of the building square footage costs or .10 per building square foot regardless of the Benefit Zone location. Those buildings though will pay full linear frontage and full lot size costs but will be paying $0.10 per building square foot on the affordable housing apartments. Any commercial properties (unless mandated to be affordable), that are included in the development site, will pay the full assessment costs based upon their Benefit Zone. It will be up to the property owners to identify all legally assigned affordable housing units, either to the consultant writing this plan or the district management corporation once the CBD has been approved.

Data and Benefit Zones

There are 1,293 individual parcels owned by 1,033 property owners in the proposed Oakland Chinatown Community Benefit District.

The data that was obtained by Alameda County as well as input from the various property owners in Chinatown have yielded the following information which is to be used as the basis for the generation of revenue to fund the special benefits outlined in this Management Plan.

That data, as of January 1st, 2021 is as follows:

1,453 in linear feet for single family residences.
501,839 in building square footage for residential condominiums
3,267,092 in building square footage overall
3,170,096 in lot size
47,452 linear feet in linear frontage

The following description summarizes the two different Benefit Zones within the proposed Oakland Chinatown Community Benefit District. Both of the Benefit Zones are geographically based, additionally specific land uses will have different assessments based upon the ownership, use and function of the parcel(s). In general, the benefit one boundaries are proposed as follows:

Zone 1. **Core Area**: The core properties, in general that run from the east side of Franklin (except between 6th and 8th street where both sides of the street are assessed), up to 11th Street, then including both sides of Webster Street up to 13th Street, heading east on 13th Street from Webster Street to Lakeside Drive, then running south down Fallon Street, stopping at 12th Street. Parcels south of 10th Street, (except the Oakland Museum and Kaiser Convention Center) shall be in Zone 2. The boundary for Zone 1 continues along the north side of 10th Street, westward to Alice Street, which then turns south including all parcels on the west side of Alice southward to 6th Street and the 880 Freeway. Continuing along the north side of the 880 freeway at Alice Street, running westward to the parcels on the west side of Franklin Street at 6th Street. *The western boundary is uneven due to the fact that the Downtown Community Benefit District included various parcels within the historic Chinatown boundaries when the renewed in 2018.*

Zone 2. **Peripheral area**: The parcels, including the majority of single-family residential land uses south of the Lake Merritt BART station including all parcels on the east side of Alice Street to Fallon Street (west side of Fallon only and not including Laney College), and including all of the parcels between the north side of the 880 freeway to the south side of 10th Street between Alice Street and the east end of the Kaiser Convention Center. Benefit Zone 2 parcels include the BART station and related parking lots, the Kaiser Convention Center and the Oakland Museum.

Costs:

The costs per parcel are based upon the five factors listed on Page 8 above. The Benefit Zones are determined by the anticipated special benefits that a parcel will receive based upon its proximity to the core of the district, as well as the frequency of special benefit services that that parcel will be receiving. All assessments must be proportional to the special benefits received so we have agreed upon the following Benefit Zones.

Proposed First Year Chinatown CBD Budget – 2022

Category of Special Benefit Services	Annual Amount First Year	Percentage of total budget
Civil Sidewalks	$865,000	66%
District Identity/Placemaking	$180,000	14%
Administration	$195,000	15%
Contingency	$ 69,445	5%
Total	***$ 1,309.445***	***100%***

First Year Annual Costs Per Benefit Zone

Property Variable	Benefit Zone 1	Benefit Zone 2
Building Square Footage	$ 0.20	$0.15
Lot size	$ 0.15	$0.08
Linear Frontage	$ 5.00	$3.00
Residential Condos Building Square Foot	$0.20	$0.20
Single Family Residential Linear Frontage Only	$5.00	$5.00

Reimbursement of Formation Funds

This plan authorization the repayment of formation funds advanced by Chinatown stakeholders to cover the costs of the survey, calculation of results, the management district plan creation, approval by the CBD Steering Committee, the Assessment Engineers report, the petition drive and the balloting process to be conducted by the City of Oakland. An amount not to exceed $120,000 shall be reimbursed to those property owners who invested in this process and they shall be repair in the first three years of the formation of the district, based upon request and need.

Cap

The District budget and assessments may be subject to annual increases not to exceed 5% per year. Increases will be determined by the Owners' Association/District Management Corporation and will vary between 0% and 5% annually. Changes in land uses, the development of vacant parcels, the conversion of tax exempt to profitable land uses, the demolition of buildings, building improvements that increase square footages, and new building construction or residential condominium development, may alter the District's budget and individual property assessments. Linear frontage and parcel size are normally not altered in the redevelopment of a site. Changes to assessments are more likely to occur upon changes to building square footages. Changes may also occur upon the conversion of single parcels to multiple parcels due to the construction of residential and/or commercial condominiums.

Bonds

The District will not issue any bonds related to any program.

District Formation

Under the local enabling ordinance, District formation requires a submission of petitions from property owners in the proposed district representing more than 30% of the total assessments to be paid into the CBD.

Once the City verifies the petitions totaling a minimum of 30% ($ 392,834.00) of the first year annual budget which is projected to be $ 1,309,445.00 in assessments to the District, the Oakland City Council may adopt a **Resolution of Intention** to mail out ballots to all affected property owners. The City will then hold a public hearing and tabulate the ballots. The Oakland Chinatown CBD will be formed if the weighted majority of all returned mail

ballots support District formation and if the City Council adopts a **Resolution of Formation** to levy the assessments on the benefiting parcels. The date for that public hearing has not been scheduled but is assumed that it will be held in late July 2021, based upon the successful completion of the petition drive.

Term

Under the Oakland local enabling ordinance, the District may be established for a maximum of 10 years. State law and the local enabling ordinance permits an annual disestablishment of the District based upon petition and vote of the property owners. The threshold needed to trigger the balloting for the formation of the district is the same as the process for disestablishment of the district.

Time and Manner for Collecting Assessments

The Oakland Chinatown CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Alameda Tax Assessor. The assessments are collected at the same time and in the same manner as ad valorem property taxes paid to the County of Alameda. The assessments have the same lien priority and penalties for delinquent payments as ad valorem property taxes. Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Government Assessments

The Oakland Chinatown CBD Management Plan assumes that the City of Oakland, the Successor Agency to the Redevelopment Agency of the City of Oakland, BART, the County of Alameda, East Bay MUD, the Oakland Unified School District and other public agencies will pay assessments for the public property they own in the District. Article XIII D, Section 4 of the California Constitution provides that public agencies such as the City and Successor Agency are not exempt from the assessments.

Parcels owned by the City of Oakland, the County, BART, East Bay MUD and the Unified School District and other public agencies identified in Section 7 will receive benefits commensurate with assessments they pay in linear frontage and lot size. These publicly owned parcels are presumed to benefit for the civil sidewalks and administration services to the privately-owned parcels with respect to the special benefit services outlined in this Management District Plan.

Governance

Pursuant to Section 36650 of the California Streets and Highway Code, a District Management Corporation, also known as an Owners' Association will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation must file Annual Reports with the City of Oakland and will oversee the day-to-day implementation of services as defined in the Management District Plan.

> *"Owners' Association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose*. (Streets & Highway. Code § 36612.)

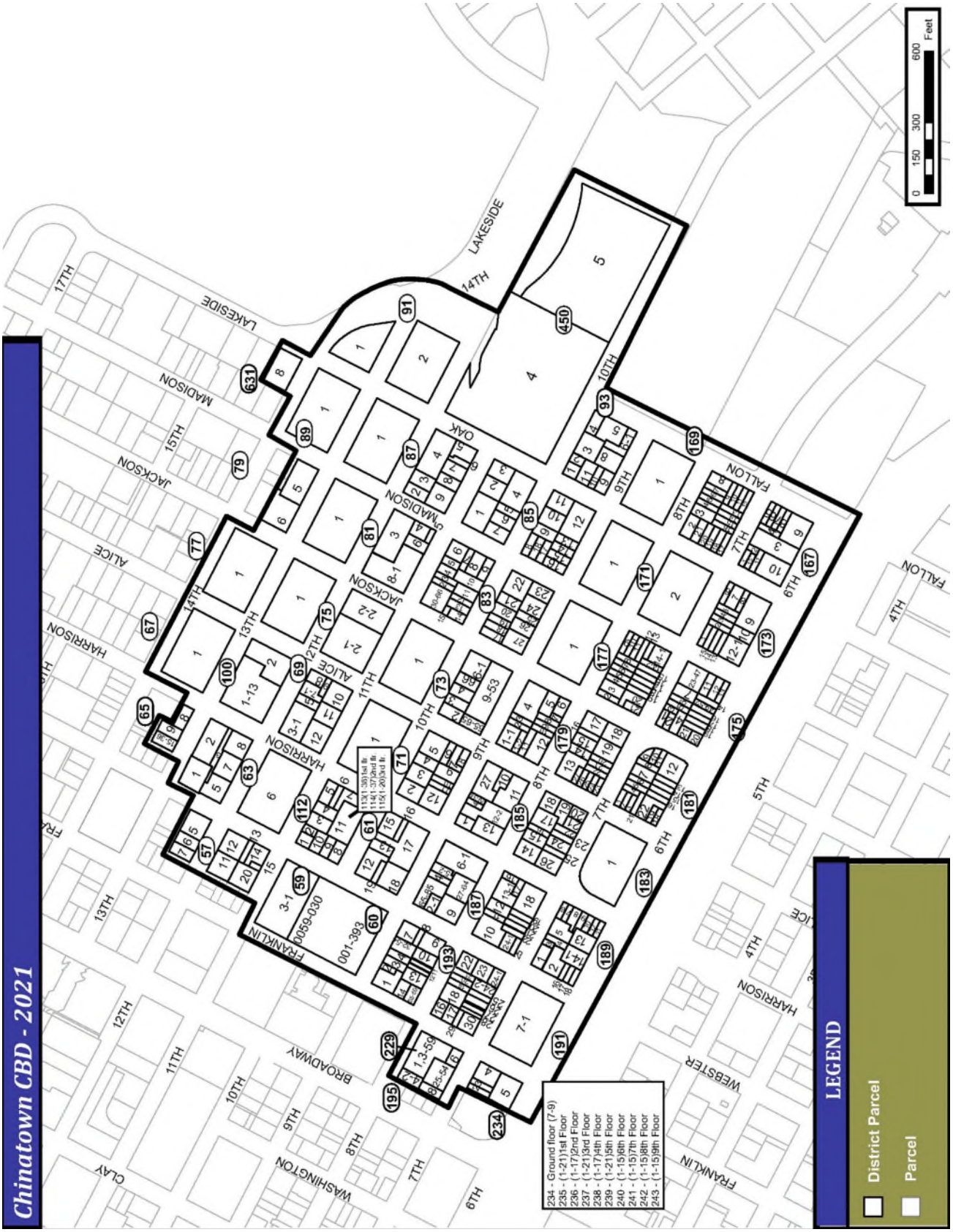
A new public benefit non-profit corporation (501c3), will be established once the district has been approved by the property owners and they will serve in the capacity of the Owners Association to run the day to day operations of the district.

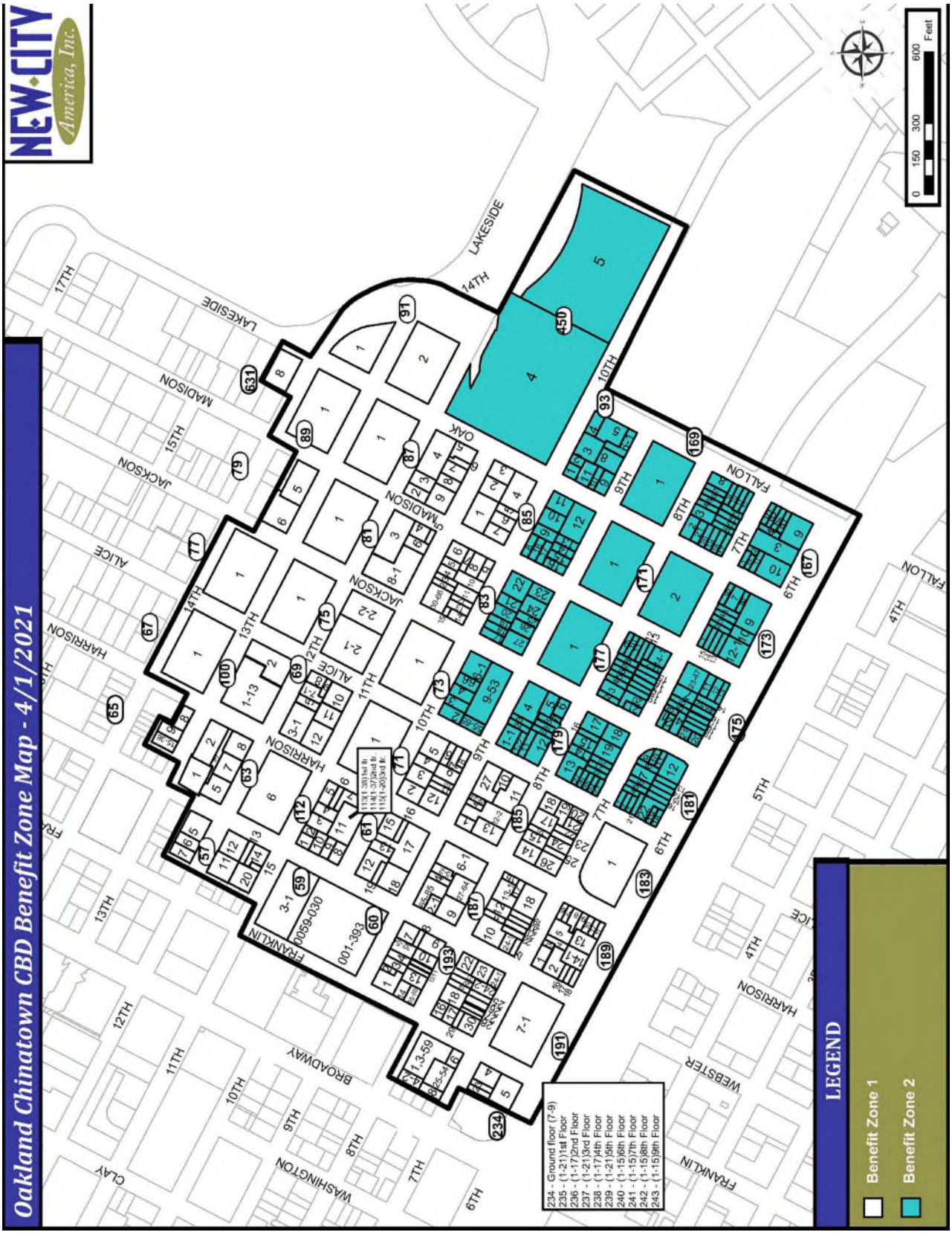
Disestablishment

Under the local enabling ordinance, the Oakland Chinatown CBD property owners will have an annual period in which to submit petitions to the City Council to disestablish the CBD. If the property owners vote by weighted majority to disestablish the District, assessments will be removed from the parcels the following fiscal year. Unexpended surplus funds will be returned to property owners based upon a parcel's percentage contribution to the previous fiscal year's assessments.

Exemptions or Reductions in Rates

Under this Management District Plan and consistent with Proposition 218 and Article XIII (D) of the State Constitution, no parcel receiving special benefits from the establishment of a property assessment district is exempt from payment of the assessment. This Plan acknowledges the special benefit that CBD assessments may have on various land uses within the boundaries of the District.


Chinatown CBD - 2021
LEGEND
District Parcel
Parcel
0 150 300 600 Feet
234 - Ground floor (7-9)
235 - (1-21)1st Floor
236 - (1-17)2nd Floor
237 - (1-21)3rd Floor
238 - (1-17)4th Floor
239 - (1-21)5th Floor
240 - (1-15)6th Floor
241 - (1-15)7th Floor
242 - (1-15)8th Floor
243 - (1-15)9th Floor
LAKESIDE
MADISON
JACKSON
ALICE
HARRISON
FRANKLIN
BROADWAY
WASHINGTON
CLAY
OAK
FALLON
WEBSTER
17TH
15TH
14TH
13TH
12TH
11TH
10TH
9TH
8TH
7TH
6TH
5TH
4TH
2TH


Oakland Chinatown CBD Benefit Zone Map - 4/1/2021
NEW CITY America, Inc.
LEGEND
Benefit Zone 1
Benefit Zone 2
0 150 300 600 Feet
234 - Ground floor (7-9)
235 - (1-21)1st Floor
236 - (1-17)2nd Floor
237 - (1-21)3rd Floor
238 - (1-17)4th Floor
239 - (1-21)5th Floor
240 - (1-15)6th Floor
241 - (1-15)7th Floor
242 - (1-15)8th Floor
243 - (1-15)9th Floor
LAKESIDE
14TH
10TH
OAK
MADISON
15TH
JACKSON
ALICE
HARRISON
13TH
12TH
11TH
9TH
8TH
7TH
6TH
5TH
4TH
FALLON
FRANKLIN
BROADWAY
WEBSTER
CLAY
WASHINGTON
17TH

Assessment Roll of Properties Included

APN	Annual Assessment
001 -0167-001-00	$450.00
001 -0167-002-00	$463.70
001 -0167-003-00	$2,834.80
001 -0167-004-00	$432.80
001 -0167-005-00	$1,377.85
001 -0167-006-00	$125.00
001 -0167-007-00	$125.00
001 -0167-008-00	$580.25
001 -0167-009-00	$2,991.40
001 -0167-010-00	$1,866.10
001 -0167-011-00	$695.90
001 -0167-012-00	$215.00
001 -0169-001-00	$7,809.04
001 -0169-002-00	$1,329.10
001 -0169-003-00	$2,050.00
001 -0169-004-00	$747.50
001 -0169-005-00	$1,112.45
001 -0169-006-00	$125.00
001 -0169-007-00	$125.00
001 -0169-008-00	$1,521.70
001 -0169-009-00	$125.00
001 -0169-010-00	$125.00
001 -0169-011-00	$125.00
001 -0169-012-00	$1,073.15
001 -0169-013-00	$606.20
001 -0169-014-00	$125.00
001 -0169-015-00	$657.80
001 -0169-016-00	$657.80
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001 -0173-004-00	$125.00
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001 -0173-015-00	$125.00
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001 -0177-017-00	$125.00
001 -0177-018-00	$125.00
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001 -0179-001-02	$329.92
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001 -0179-017-00	$2,978.10
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001 -0185-029-00	$65.00	001 -0187-057-00	$132.60	001 -0193-008-00	$1,306.25
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001 -0185-033-00	$266.80	001 -0187-061-00	$132.60	001 -0193-012-00	$936.00
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001 -0193-034-00	$896.60	001 -0195-051-00	$147.00	001 -0229-052-00	$0.00
001 -0193-035-00	$193.00	001 -0195-052-00	$114.00	001 -0229-053-00	$0.00
001 -0193-036-00	$13.20	001 -0195-053-00	$150.00	001 -0229-054-00	$0.00
001 -0193-037-00	$215.80	001 -0195-054-00	$0.00	001 -0229-055-00	$0.00
001 -0193-039-01	$0.00	001 -0229-001-00	$4,135.60	001 -0229-056-00	$0.00
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001 -0193-041-00	$82.80	001 -0229-004-00	$4,270.00	001 -0229-058-00	$0.00
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001 -0193-043-00	$0.00	001 -0229-006-00	$124.80	001 -0234-002-00	$1,490.00
001 -0193-044-00	$0.00	001 -0229-007-00	$137.40	001 -0234-003-00	$500.00
001 -0193-045-00	$0.00	001 -0229-008-00	$137.40	001 -0234-004-00	$2,000.00
001 -0193-046-00	$0.00	001 -0229-009-00	$137.40	001 -0234-005-00	$3,000.75
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001 -0193-048-00	$0.00	001 -0229-011-00	$173.40	001 -0234-008-00	$642.00
001 -0193-049-00	$149.80	001 -0229-012-00	$136.40	001 -0234-009-00	$0.00
001 -0193-050-00	$0.00	001 -0229-013-00	$136.40	001 -0235-001-00	$169.60
001 -0193-051-00	$0.00	001 -0229-014-00	$136.40	001 -0235-002-00	$212.80
001 -0193-052-00	$0.00	001 -0229-015-00	$136.40	001 -0235-003-00	$231.60
001 -0193-053-00	$0.00	001 -0229-016-00	$136.40	001 -0235-004-00	$281.80
001 -0193-054-00	$0.00	001 -0229-017-00	$135.80	001 -0235-005-00	$170.80
001 -0193-055-00	$755.00	001 -0229-018-00	$200.80	001 -0235-006-00	$158.20
001 -0193-056-00	$755.00	001 -0229-019-00	$170.00	001 -0235-007-00	$170.80
001 -0193-057-00	$880.00	001 -0229-020-00	$114.40	001 -0235-008-00	$221.00
001 -0193-058-00	$725.60	001 -0229-021-00	$136.20	001 -0235-009-00	$199.00
001 -0193-059-00	$0.00	001 -0229-022-00	$136.20	001 -0235-010-00	$235.20
001 -0195-004-02	$980.00	001 -0229-023-00	$136.20	001 -0235-011-00	$181.00
001 -0195-006-00	$3,437.50	001 -0229-024-00	$130.80	001 -0235-012-00	$237.00
001 -0195-008-00	$740.00	001 -0229-025-00	$173.40	001 -0235-013-00	$245.00
001 -0195-025-00	$4,502.50	001 -0229-026-00	$136.40	001 -0235-014-00	$180.40
001 -0195-026-00	$249.00	001 -0229-027-00	$136.40	001 -0235-015-00	$249.20
001 -0195-027-00	$193.60	001 -0229-028-00	$136.40	001 -0235-016-00	$324.60
001 -0195-028-00	$195.40	001 -0229-029-00	$136.40	001 -0235-017-00	$330.80
001 -0195-029-00	$267.20	001 -0229-030-00	$136.40	001 -0235-018-00	$193.20
001 -0195-030-00	$759.00	001 -0229-031-00	$135.80	001 -0235-019-00	$330.80
001 -0195-031-00	$135.60	001 -0229-032-00	$200.80	001 -0235-020-00	$157.00
001 -0195-032-00	$137.00	001 -0229-033-00	$170.00	001 -0235-021-00	$324.60
001 -0195-033-00	$140.40	001 -0229-034-00	$114.40	001 -0236-001-00	$169.60
001 -0195-034-00	$131.60	001 -0229-035-00	$136.20	001 -0236-002-00	$275.20
001 -0195-035-00	$219.20	001 -0229-036-00	$136.20	001 -0236-003-00	$231.60
001 -0195-036-00	$147.40	001 -0229-037-00	$136.20	001 -0236-004-00	$266.20

001 -0236-005-00	$170.80	001 -0239-004-00	$266.20	001 -0242-007-00	$163.80
001 -0236-006-00	$158.20	001 -0239-005-00	$170.80	001 -0242-008-00	$212.00
001 -0236-007-00	$170.80	001 -0239-006-00	$158.20	001 -0242-009-00	$182.60
001 -0236-008-00	$221.00	001 -0239-007-00	$170.80	001 -0242-010-00	$224.80
001 -0236-009-00	$199.00	001 -0239-008-00	$221.00	001 -0242-011-00	$181.00
001 -0236-010-00	$235.20	001 -0239-009-00	$199.00	001 -0242-012-00	$226.60
001 -0236-011-00	$181.00	001 -0239-010-00	$235.20	001 -0242-013-00	$240.40
001 -0236-012-00	$237.00	001 -0239-011-00	$181.00	001 -0242-014-00	$165.60
001 -0236-013-00	$250.60	001 -0239-012-00	$237.00	001 -0242-015-00	$238.80
001 -0236-014-00	$180.40	001 -0239-013-00	$250.60	001 -0243-001-00	$162.40
001 -0236-015-00	$249.20	001 -0239-014-00	$180.40	001 -0243-002-00	$264.00
001 -0236-016-00	$193.20	001 -0239-015-00	$249.20	001 -0243-003-00	$222.00
001 -0236-017-00	$157.00	001 -0239-016-00	$172.40	001 -0243-004-00	$255.80
001 -0237-001-00	$169.60	001 -0239-017-00	$174.80	001 -0243-005-00	$163.80
001 -0237-002-00	$275.20	001 -0239-018-00	$193.20	001 -0243-006-00	$154.00
001 -0237-003-00	$231.60	001 -0239-019-00	$174.80	001 -0243-007-00	$163.80
001 -0237-004-00	$266.20	001 -0239-020-00	$157.00	001 -0243-008-00	$212.00
001 -0237-005-00	$170.80	001 -0239-021-00	$172.40	001 -0243-009-00	$182.60
001 -0237-006-00	$158.20	001 -0240-001-00	$169.60	001 -0243-010-00	$224.80
001 -0237-007-00	$170.80	001 -0240-002-00	$275.20	001 -0243-011-00	$181.00
001 -0237-008-00	$221.00	001 -0240-003-00	$231.60	001 -0243-012-00	$226.60
001 -0237-009-00	$199.00	001 -0240-004-00	$266.20	001 -0243-013-00	$240.40
001 -0237-010-00	$235.20	001 -0240-005-00	$170.80	001 -0243-014-00	$165.60
001 -0237-011-00	$181.00	001 -0240-006-00	$158.20	001 -0243-015-00	$238.80
001 -0237-012-00	$237.00	001 -0240-007-00	$170.80	002 -0057-005-00	$5,021.80
001 -0237-013-00	$247.00	001 -0240-008-00	$221.00	002 -0057-006-00	$2,633.60
001 -0237-014-00	$180.40	001 -0240-009-00	$199.00	002 -0057-007-00	$5,196.20
001 -0237-015-00	$249.20	001 -0240-010-00	$235.20	002 -0057-011-00	$4,800.00
001 -0237-016-00	$193.20	001 -0240-011-00	$181.00	002 -0057-012-00	$6,228.80
001 -0237-017-00	$157.00	001 -0240-012-00	$237.00	002 -0057-013-00	$1,990.00
001 -0237-018-00	$169.60	001 -0240-013-00	$250.60	002 -0057-014-00	$5,505.50
001 -0237-019-00	$275.20	001 -0240-014-00	$180.40	002 -0057-015-00	$1,062.50
001 -0237-020-00	$231.60	001 -0240-015-00	$249.20	002 -0057-020-00	$14,318.60
001 -0237-021-00	$266.20	001 -0241-001-00	$162.40	002 -0059-003-01	$10,033.70
001 -0238-001-00	$170.80	001 -0241-002-00	$264.00	002 -0059-030-00	$0.00
001 -0238-002-00	$158.20	001 -0241-003-00	$222.00	002 -0060-001-00	$0.00
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002 -0060-217-00	$163.20	002 -0060-339-00	$108.60	002 -0060-393-00	$1,396.40
002 -0060-218-00	$168.00	002 -0060-340-00	$44.40	002 -0061-012-00	$5,031.00
002 -0060-219-00	$154.40	002 -0060-341-00	$242.20	002 -0061-013-00	$2,970.00
002 -0060-220-00	$104.20	002 -0060-342-00	$311.20	002 -0061-015-00	$5,000.00
002 -0060-221-00	$135.40	002 -0060-343-00	$103.40	002 -0061-016-00	$1,650.40
002 -0060-222-00	$111.80	002 -0060-344-00	$76.00	002 -0061-017-01	$4,425.00
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002 -0060-224-00	$154.00	002 -0060-346-00	$90.60	002 -0061-019-00	$1,034.05
002 -0060-225-00	$105.20	002 -0060-347-00	$94.40	002 -0063-001-00	$7,839.80
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002 -0060-231-00	$168.00	002 -0060-353-00	$175.60	002 -0063-008-00	$9,526.30
002 -0060-232-00	$155.00	002 -0060-354-00	$171.20	002 -0065-008-00	$3,500.00
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002 -0060-234-00	$120.20	002 -0060-356-00	$78.80	002 -0065-015-00	$259.20
002 -0060-235-00	$106.80	002 -0060-357-00	$50.80	002 -0065-016-00	$256.60

002 -0065-017-00	$195.40	002 -0073-016-00	$274.62	002 -0079-005-00	$3,900.00
002 -0065-018-00	$190.20	002 -0073-017-00	$0.00	002 -0079-006-00	$18,962.40
002 -0065-019-00	$335.30	002 -0073-018-00	$0.00	002 -0081-001-00	$14,035.55
002 -0065-020-00	$164.20	002 -0073-019-00	$0.00	002 -0081-003-00	$4,500.00
002 -0065-021-00	$215.20	002 -0073-020-00	$114.90	002 -0081-004-00	$2,811.40
002 -0065-022-00	$198.40	002 -0073-021-00	$118.20	002 -0081-005-00	$1,917.90
002 -0065-023-00	$193.80	002 -0073-022-00	$90.90	002 -0081-006-00	$2,840.00
002 -0065-024-00	$164.20	002 -0073-023-00	$0.00	002 -0081-008-01	$15,719.75
002 -0065-025-00	$215.20	002 -0073-024-00	$91.35	002 -0083-002-00	$125.00
002 -0065-026-00	$198.40	002 -0073-025-00	$117.90	002 -0083-003-00	$125.00
002 -0065-027-00	$193.80	002 -0073-026-00	$111.75	002 -0083-004-00	$1,060.20
002 -0065-028-00	$164.20	002 -0073-027-00	$114.75	002 -0083-005-00	$1,104.55
002 -0065-029-00	$215.20	002 -0073-028-00	$134.70	002 -0083-006-00	$1,593.75
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002 -0065-031-00	$193.80	002 -0073-030-00	$117.00	002 -0083-008-00	$2,085.60
002 -0065-032-00	$164.20	002 -0073-031-00	$115.20	002 -0083-009-00	$2,855.90
002 -0065-033-00	$215.20	002 -0073-032-00	$122.55	002 -0083-010-00	$2,629.70
002 -0065-034-00	$198.40	002 -0073-033-00	$89.25	002 -0083-011-00	$2,000.00
002 -0065-035-00	$193.80	002 -0073-034-00	$89.25	002 -0083-012-00	$1,500.00
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002 -0069-008-00	$1,975.95	002 -0073-041-00	$169.80	002 -0083-020-00	$1,282.75
002 -0069-009-00	$125.00	002 -0073-042-00	$111.75	002 -0083-021-00	$1,060.60
002 -0069-010-00	$3,150.00	002 -0073-043-00	$114.75	002 -0083-022-00	$2,057.00
002 -0069-011-00	$5,010.00	002 -0073-044-00	$134.70	002 -0083-023-00	$3,138.90
002 -0069-012-00	$4,511.60	002 -0073-045-00	$134.70	002 -0083-024-00	$3,207.90
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002 -0071-002-00	$2,000.00	002 -0073-047-00	$115.20	002 -0083-026-00	$1,455.10
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002 -0073-009-00	$45.54	002 -0073-064-00	$148.05	002 -0083-044-00	$148.00
002 -0073-010-00	$163.30	002 -0073-065-00	$0.00	002 -0083-045-00	$155.40
002 -0073-011-00	$165.14	002 -0073-066-00	$1,367.04	002 -0083-046-00	$169.00
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002 -0073-013-00	$438.15	002 -0075-002-01	$8,357.45	002 -0083-048-00	$139.20
002 -0073-014-00	$482.31	002 -0075-002-02	$5,647.20	002 -0083-049-00	$227.40
002 -0073-015-00	$0.00	002 -0077-001-00	$58,984.55	002 -0083-050-00	$135.20

002 -0083-051-00	$148.00	002 -0093-010-00	$926.55	002 -0113-029-00	$112.70
002 -0083-052-00	$155.40	002 -0093-011-00	$1,862.85	002 -0113-030-00	$112.70
002 -0083-053-00	$169.00	002 -0100-001-00	$0.00	002 -0113-031-00	$112.70
002 -0083-054-00	$140.80	002 -0100-002-00	$0.00	002 -0113-032-00	$112.70
002 -0083-055-00	$139.20	002 -0100-003-00	$0.00	002 -0113-033-00	$42.70
002 -0083-056-00	$224.20	002 -0100-004-00	$0.00	002 -0113-034-00	$42.70
002 -0083-057-00	$134.40	002 -0100-005-00	$0.00	002 -0113-035-00	$111.65
002 -0083-058-00	$149.80	002 -0100-006-00	$0.00	002 -0113-036-00	$111.65
002 -0083-059-00	$155.40	002 -0100-007-00	$1,238.30	002 -0113-037-00	$111.65
002 -0083-060-00	$169.00	002 -0100-008-00	$232.30	002 -0113-038-00	$102.20
002 -0083-061-00	$140.20	002 -0100-009-00	$3,916.50	002 -0114-001-00	$100.00
002 -0083-062-00	$139.20	002 -0100-010-00	$0.00	002 -0114-002-00	$61.40
002 -0083-063-00	$222.00	002 -0100-011-00	$4,041.10	002 -0114-003-00	$60.00
002 -0083-064-00	$133.80	002 -0100-012-00	$1,818.40	002 -0114-004-00	$35.80
002 -0083-065-00	$149.80	002 -0100-013-00	$9,000.00	002 -0114-005-00	$48.40
002 -0083-066-00	$0.00	002 -0112-001-00	$1,704.00	002 -0114-006-00	$48.40
002 -0085-001-00	$6,500.00	002 -0112-002-00	$504.00	002 -0114-007-00	$48.40
002 -0085-002-00	$1,600.00	002 -0112-003-00	$2,400.00	002 -0114-008-00	$48.40
002 -0085-003-00	$6,144.20	002 -0112-004-00	$2,868.00	002 -0114-009-00	$48.40
002 -0085-004-00	$6,500.00	002 -0112-005-00	$3,495.20	002 -0114-010-00	$97.60
002 -0085-005-00	$720.00	002 -0112-006-00	$970.00	002 -0114-011-00	$52.80
002 -0085-006-00	$2,024.40	002 -0112-007-00	$4,382.85	002 -0114-012-00	$53.80
002 -0085-007-00	$4,700.00	002 -0112-008-00	$2,871.60	002 -0114-013-00	$53.80
002 -0085-008-00	$1,093.90	002 -0112-009-00	$1,628.00	002 -0114-014-00	$106.00
002 -0085-009-00	$1,045.00	002 -0112-010-00	$2,453.00	002 -0114-015-00	$59.40
002 -0085-010-00	$3,048.75	002 -0112-011-00	$0.00	002 -0114-016-00	$74.20
002 -0085-011-00	$1,125.00	002 -0113-001-00	$638.75	002 -0114-017-00	$74.20
002 -0085-012-00	$5,841.45	002 -0113-002-00	$111.65	002 -0114-018-00	$74.20
002 -0085-013-00	$979.31	002 -0113-003-00	$58.80	002 -0114-019-00	$74.20
002 -0085-014-00	$771.48	002 -0113-004-00	$84.70	002 -0114-020-00	$74.20
002 -0085-015-00	$803.96	002 -0113-005-00	$84.70	002 -0114-021-00	$60.00
002 -0085-016-00	$740.00	002 -0113-006-00	$84.70	002 -0114-022-00	$60.00
002 -0085-017-00	$165.00	002 -0113-007-00	$84.70	002 -0114-023-00	$112.20
002 -0085-018-00	$1,088.20	002 -0113-008-00	$84.70	002 -0114-024-00	$26.80
002 -0087-001-00	$14,104.25	002 -0113-009-00	$170.80	002 -0114-025-00	$27.80
002 -0087-002-00	$1,500.00	002 -0113-010-00	$91.35	002 -0114-026-00	$65.20
002 -0087-003-00	$1,990.00	002 -0113-011-00	$93.10	002 -0114-027-00	$65.20
002 -0087-004-00	$4,300.00	002 -0113-012-00	$93.10	002 -0114-028-00	$65.20
002 -0087-005-00	$4,442.30	002 -0113-013-00	$93.10	002 -0114-029-00	$71.40
002 -0087-006-00	$1,922.05	002 -0113-014-00	$108.85	002 -0114-030-00	$30.80
002 -0087-007-00	$1,192.50	002 -0113-015-00	$40.25	002 -0114-031-00	$19.00
002 -0087-008-00	$1,012.50	002 -0113-016-00	$103.95	002 -0114-032-00	$63.20
002 -0087-009-00	$2,500.00	002 -0113-017-00	$40.95	002 -0114-033-00	$65.20
002 -0089-001-00	$12,465.50	002 -0113-018-00	$90.30	002 -0114-034-00	$61.20
002 -0091-001-00	$6,829.65	002 -0113-019-00	$40.95	002 -0114-035-00	$54.60
002 -0091-002-00	$13,765.25	002 -0113-020-00	$90.30	002 -0114-036-00	$37.60
002 -0093-001-00	$1,900.65	002 -0113-021-00	$40.95	002 -0114-037-00	$27.60
002 -0093-002-00	$997.80	002 -0113-022-00	$90.30	002 -0115-001-00	$144.00
002 -0093-003-00	$4,404.80	002 -0113-023-00	$45.50	002 -0115-002-00	$128.00
002 -0093-004-00	$2,470.90	002 -0113-024-00	$100.45	002 -0115-003-00	$134.80
002 -0093-005-00	$1,166.00	002 -0113-025-00	$40.60	002 -0115-004-00	$90.00
002 -0093-006-01	$1,428.60	002 -0113-026-00	$89.60	002 -0115-005-00	$108.00
002 -0093-008-00	$1,709.80	002 -0113-027-00	$102.20	002 -0115-006-00	$90.00
002 -0093-009-00	$850.00	002 -0113-028-00	$45.50	002 -0115-007-00	$147.00

002 -0115-008-00	$75.60	002 -0115-014-00	$96.00	002 -0115-020-00	$134.40
002 -0115-009-00	$147.00	002 -0115-015-00	$131.80	002 -0631-008-00	$3,523.10
002 -0115-010-00	$96.00	002 -0115-016-00	$91.00	018 -0450-004-00	$43,225.00
002 -0115-011-00	$147.00	002 -0115-017-00	$72.00	018 -0450-005-00	$47,257.00
002 -0115-012-00	$96.00	002 -0115-018-00	$92.60		
002 -0115-013-00	$147.00	002 -0115-019-00	$125.00		

PETITION TO THE CITY OF OAKLAND
TO ESTABLISH THE OAKLAND CHINATOWN COMMUNITY BENEFIT DISTRICT

Submitted in accordance with the Property and Business Improvement District Law of 1994 and Streets and Highways Code Section 36600 et seq.

We petition the Oakland City Council to initiate assessment ballot proceedings to establish a Community Benefit District in accordance with the Oakland Business Improvement Management District Ordinance. This petition demonstrates our support for the Management District Plan dated April 2021 which lists the special benefit services to be funded by the District.

Legal Owner: AMERICAN INDIAN MODEL SCHOOLS

APN	Site Address	Benefit Zone	SFR LF	Condo SF	Bldg SF	Lot SF	Frontage	Assessment	%
002 -0081-003	171 12TH ST	1				20,000	300	$4,500.00	0.34%
							TOTALS:	$4,500.00	0.34%

_____Yes, I approve of the formation of the district and of my proposed assessment of $4,500.00 on the parcel(s) identified in this petition.

_____No, I do not approve of the formation of the district and of my proposed assessment of $4,500.00 on the parcel(s) identified in this petition.

_____

Please Print Name and Title

X_____

Signature of Record Owner or Authorized Representative
(in the case of property owned by non-individuals)

Please Return Petitions by MAY 14, 2021.

Please email to: ChinatownCBD@gmail.com or FAX to (510) 893-8988
or
Mail to:
Oakland Chinatown Chamber of Commerce
388 9th Street, Suite 290
Oakland CA 94607
For more information: (888)356-2726

Coversheet

Staffing Agency Contract (School Nurses)

Section: III. Action Items
Item: B. Staffing Agency Contract (School Nurses)
Purpose: Vote
Submitted by: Tiffany Tung
Related Material: Staffing Agency Contract (School Nurses).pdf
ED-MSA(AIMSCharter-Aya) (1).docx

RECOMMENDATION:
Staff is recommending to sign new lease agreement of printer devices for AIPCS/AIPCS II. New printer devices will perform and offer higher demand for printing. The new devices are created for longer printing job runs and higher print volume. Overall new devices are higher functioning to meet needs of school site.

AIMS Finance Committee Meeting - Cover Page

Item Name: Staffing Agency Contract (School Nurses)

Staff Recommendation: Approve

Staff Recommendation Summary:

We recommend the approval of this contract with AYA Healthcare which will provide a school nurse for each site.

Funding Source: COVID Funding

Total Revenue / Cost: $43,920.00

Included in Budget? ($0 cost items are 'Not included'): At budget

Enter LCAP number (if this is not an LCAP item, enter 'not LCAP'): Not LCAP

Supplemental Staffing Provider Agreement
(Education)

This Supplemental Staffing Provider Agreement (Education) (the "**Agreement**") is made and entered into as of April 1, 2021 (the "**Effective Date**") between Aya Healthcare, Inc., located at 5930 Cornerstone Court West, Suite 300, San Diego, CA 92121 ("**Aya**") and AIMS K-12 College Prep Charter District located at 171 12th Street, Oakland, CA ("**Client Entity**"). Aya and Client (as defined in the Agreement) are sometimes referred to in this Agreement individually as a "Party" or collectively as the "Parties".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Aya and Client agree as set forth below.

I. STRATEGIC STAFFING PROVIDER RELATIONSHIP

a. **CLIENT ENTITY AND ITS PARTICIPATING FACILITIES**. Client Entity owns, operates or contracts with one or more schools, institutions or related facilities or locations (the "Participating Facilities"). The list of Participating Facilities may be modified by mutual written agreement of Client Entity and Aya. Client Entity and the Participating Facilities are collectively, referred to as "Client."

b. **FULFILLMENT OF CANDIDATE NEEDS**. From time to time Client utilizes Candidates (as defined below in section II-(a)) to supplement their existing workforces with contingent labor. Aya shall act as Client's strategic staffing provider with respect to the provision of Candidates to Client. Client will communicate all its needs for Candidates to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates to fulfill Client's needs.

c. **CONSOLIDATED INVOICING AND PAYMENT TERMS.** Aya will send a single, consolidated invoice covering all services performed under this Agreement for a given weekly billing period to the contact designated by Client. Client shall pay the invoices within net thirty (30) days of invoice date, with interest of two percent (2%) per month on balances past due.

II. PROVISION OF CANDIDATES

a. CANDIDATES. As used in this Agreement, the phrase "Candidates" means the following types of personnel:

   i. **Clinical Candidates:** Therapists, registered nurses, clinical technicians, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are assigned to perform work for Client on a temporary or supplemental basis.

   ii. **Non-Clinical Candidates**: Professionals, personnel, and laborers who are assigned to perform non-clinical work (including, but not limited to, teachers, education specialists, IT, and all other non-clinical supplemental labor) for Client on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length.

b. SCHEDULING, RATE AND CANDIDATE TERMS. The scheduling, rate, and billing terms applicable to Aya Candidates' offered positions by Client are set forth in the attached Addendum A as determined by Candidate type. The Addendum A may be amended, as mutually agreed by Client Entity and Aya in writing. The details relating to a particular Aya Candidate's assignment, such as department, schedule, and dates of assignment will generally be confirmed in writing through a work order confirmation; provided that this Agreement will govern in the event of any conflict between the terms of the work order and this Agreement.

c. CANDIDATE TIMEKEEPING & APPROVAL. Client is responsible for accurately recording and approving the time worked by Aya Candidates. Client shall not permit Aya Candidates to perform work "off-the-clock." Each week, Client will provide Aya with approved weekly time records for all Aya Candidates in an electronic or other format acceptable to Aya by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Aya Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable time. If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Aya Candidate or Aya will be presumed accurate.

d. RATES INCLUSIVE. All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Aya Candidates. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("**IRC**") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such

reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya 's sole discretion or Aya clinical interview screening of Clinical Candidates submitted by Aya.

e. CANDIDATE SCREENING & CLIENT POLICIES. Client shall screen, interview and accept or reject Candidates submitted by Aya in a timely manner and notify Aya of the starting date, schedule, and orientation schedule for each accepted Aya Candidate. Prior to any Aya Candidate commencing work with Client, Client shall furnish Aya and the Aya Candidate with copies of all Client policies and procedures relevant to the scope of practice or profession and duties of such Aya Candidate's assignment and with which the Aya Candidate will be expected to comply, including, but not limited to, as applicable, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.

f. CANDIDATE COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION.

   i. **Competency and Compliance Documentation**. Except where prohibited by law, Aya will maintain on file or contractually require the applicable employer to maintain on file Competency Documentation and Compliance Documentation for each Aya Candidate. "**Competency Documentation**" will generally include documentation of the qualifications of each Aya Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate at issue but may include completed employment application and professional references. For Candidates, Competency Documentation generally includes (as applicable for the position at issue) primary source verification of State Licensure (as applicable for professional). "**Compliance Documentation**" will generally include the following: negative PPD test results or Quantiferon Gold (or, if past positive PPD, chest X-ray with TB questionnaire) and criminal background check.

   ii. **Provision of Documentation**. Unless prohibited by law, Aya shall use commercially reasonable efforts to provide to or make available for inspection by Client, the Competency Documentation and Compliance Documentation one (1) week prior to the Aya Candidate's start date, but Aya 's failure to provide such documentation one (1) week prior shall not affect the Aya Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. Aya may provide attestations that Competency Documentation and Compliance Documentation is maintained in Aya 's files in lieu of copies of such documents, including, but not limited to background check documentation, to the extent consistent with standards of applicable laws. All Client requests for additional documentation must be made in writing, but Aya shall not be obligated to provide such additional documentation. Client also agrees that for some positions including crisis or rapid response positions, the Parties may mutually agree to waive certain compliance documentation requirements and such waivers may be made orally or in writing, including through electronic mail.

   iii. **Client Compliance with Laws**. Client agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Aya Candidates as Confidential Information within the meaning of this Agreement, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, Aya, or the Aya Candidate. Client also agrees to comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.

g. CANDIDATE COMPENSATION. Aya or an affiliate will (i) employ and compensate the Aya Candidates for hours worked for Client; (ii) deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Aya Candidates in compliance with state and federal law; and (iii) maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification for Aya Candidates.

h. PERFORMANCE OUTCOMES. Client shall notify the designated Aya representative immediately and provide written documentation (incident report) of any unsatisfactory performance or conduct of any Aya Candidates. Client will provide performance evaluations from its director of nursing or equivalent personnel to Aya in the event of any unsatisfactory performance or conduct and at the end of each assignment.

i. SENTINEL EVENT & INJURY REPORTING. In the event of any incidents, including errors, unanticipated deaths, injuries, hazardous or infectious disease exposure, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to any Aya Candidate, Client must immediately report the Sentinel

Supplemental Staffing Provider Agreement
(Education)

Event to Aya within twenty-four hours or earlier where required by applicable occupational health and safety laws. Reports should include the name of Aya Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya Candidate makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.

j. INJURY, ILLNESS & EXPOSURE RESPONSE. In the event of an injury, illness or hazardous or infectious disease exposure to any Aya Candidate at Client's job site, Client will instruct the Aya Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, Client will immediately send the Aya Candidate to the closest emergency room and provide transportation if necessary or appropriate. Client must promptly complete and submit to Aya a written incident report in a format acceptable to Aya that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.

k. MANNER OF WORK. Aya Candidates are not supervised by Aya; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Aya Candidates and shall retain professional and administrative responsibility for the work performed by Aya Candidates. Client shall be responsible for determining the clinical and any other competencies required of Aya Candidates. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request any Aya Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Aya Candidate's confirmed assignment or at any work location other than the confirmed location. Client shall not, under any circumstances, entrust any Aya Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Aya. Client shall not float Candidates except upon written authorization from Aya and any floating of Clinical Candidates must be done in accordance with Client's policies and clinical experiences of the Aya Candidate being asked to float. Client confirms that Client's policies on floating comply with current standards of The Joint Commission or Client's accrediting body and include the provision of an appropriate orientation to the new unit.

l. SAFETY. Client agrees to provide Aya Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Aya Candidates to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Aya Candidates as if they were a member of Client's regular workforce.

m. COVID-19 RESPONSE. Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus). Client is also responsible for payment of all guaranteed hours during any period of quarantine, self-isolation, remediation or other appropriate time away from patient care as a result of Aya Candidate's exposure, potential exposure, care or treatment relating to COVID-19 (the "**Remediation Period**"). Aya Candidates will not be expected to perform any work, but may not be cancelled during the Remediation Period and their assignment shall be deemed to be extended and continue during the full length of any Remediation Period, which shall not exceed four (4) weeks.

n. MEAL AND REST BREAKS. Client shall schedule Aya Candidates so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks. If, in the sole and absolute discretion of Aya, it is determined that paying a meal, rest or recovery period premium or other pay to those Aya Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then Aya retains the right to bill Client for said premium payment. Client hereby agrees to be responsible and indemnify Aya for, and any

payments or other expenses incurred by Aya relating to Client's failure to provide any legally required rest, meal, and/or recovery periods.

III. DIRECT HIRE (PERMANENT) STAFFING SERVICES

a. DESCRIPTION OF DIRECT HIRE RECRUITMENT SERVICES. During the term of this Agreement and on a non-exclusive basis, as requested by Client, Aya will also use commercially reasonable efforts to recruit qualified applicants for direct hire by Client (the "Direct Hire Applicants"). If Client hires a Direct Hire Applicant presented to Client by Aya, within twelve (12) months of the initial presentation by Aya, Client will pay Aya a recruiting fee equal to the greater of: (i) thirty-five percent (35%) of Direct Hire Applicant's anticipated annual salary, or (ii) $20,000; which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any termination or expiration of the Agreement. If Aya presents a Direct Hire Applicant to Client to which Client has previously been introduced within the twelve (12) months prior to the submission, Client shall promptly notify Aya of this fact within three (3) business days following submission, otherwise the Direct Hire Applicant will be presumed to have been introduced to Client by Aya. Other than for normal interviews, Client shall not communicate directly with any Direct Hire Applicant without Aya 's written consent. Direct Hire Applicants who are hired by Client will be the permanent employees of Client. Client will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Client's industry with respect to Direct Hire Applicants. Further, notwithstanding anything to the contrary in this Agreement, Aya shall not be required to defend, indemnify, or hold Client harmless from claims, damages, interest, penalties, and attorneys' fees and costs arising out of the negligent or willful acts or omissions of or violations of applicable law by Direct Hire Applicants hired by Client.

b. PLACEMENT GUARANTEE. If a hired Direct Hire Applicant is employed by Client for fewer than thirty (30) days, Client shall notify Aya immediately upon the termination of employment. Aya will have one-hundred and eighty (180) days from the date Aya receives notice of the Direct Hire Applicant's termination of employment to present to Client a reasonably adequate substitute for the Direct Hire Applicant. If Aya fails to introduce a reasonably adequate substitute for the Direct Hire Applicant within such one-hundred and eighty (180) day period, Aya will refund eighty percent (80%) of the recruiting fees. This section does not apply in the event of layoffs, change of the original job description, change of the employment location, or elimination of the position. Further, this section does not apply where a Aya Candidate is hired by Client (i.e., temporary to permanent conversion), in which case the applicable conversion fees set forth in Addendum A shall apply.

c. INVOICING AND PAYMENT. Aya will invoice Client, by sending an invoice to the Client contact designated by Client, for the Direct Placement Fee required by this Section upon the Direct Hire Applicant's first day of employment with Client. Client shall pay the invoices within net thirty (30) days of the invoice date, with interest of two percent (2%) per month on balances past due.

IV. GENERAL TERMS

a. TERM; TERMINATION. The term of this Agreement shall be for a period of three (3) years, and thereafter, this Agreement will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' written notice to the other Party. Either Party may also terminate this Agreement upon the occurrence of any of the following events (a "**Termination for Cause**"): (i) the other Party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching Party within ten (10) calendar days following written notice to the breaching Party, (ii) the other Party dissolves; (iii) the other Party becomes insolvent or institutes insolvency proceedings or files, or is subject to a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other Party of, or the other Party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other Party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other Party or for any property of the other Party, where such appointment is not removed or terminated within sixty (60) calendar days. If either Party terminates this Agreement (other than a Termination for Cause by Aya), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement. The provisions of this Agreement relating to confidentiality and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.

Supplemental Staffing Provider Agreement
(Education)

b. CONFIDENTIALITY. The Parties acknowledge that they may receive from each other from time to time, information and/or material which is confidential in nature, including, but not limited to, marketing, pricing, or other confidential business information relating to Aya, Client, or each of their clients, customers, patients, subcontractors or employees, or personnel, Compliance Documentation or Competency Documentation of Aya Candidates, or applicants (collectively "**Confidential Information**"). The Parties agree to treat as confidential and not to divulge to any third-parties any Confidential Information of the other Party (and with respect to Client of any affiliates or subcontractors of Aya), except to their own employees, agents, attorneys, accountants, or representatives (collectively, "**Representatives**"), and to use such Confidential Information only for legitimate business needs relating to the performance, administration or enforcement of this Agreement. In the event a Party provides Confidential Information to such Party's Representatives, the Party shall be liable for such Representatives' compliance with the terms of this paragraph and shall require the Representatives to treat such information and/or material as confidential. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas. The Parties agree to the issuance of an injunction to prevent violations of this paragraph.

c. INSURANCE. Aya will provide general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year. Aya will provide professional liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year for Clinical Candidates employed by Aya or its affiliates. Aya will also provide or cause to be provided worker's compensation insurance with statutory limits required by applicable law for each Candidate employed by Aya. Aya will provide certificates of insurance to Client if requested.

d. INDEMNIFICATION.

   i. **Aya and Client Mutual Indemnification**. To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; or (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. With respect to Client as the Indemnifying Party, the phrase Indemnified Party shall also include affiliates and subcontractors of Aya.

   ii. **Indemnification Procedure**: Any person or entity claiming a right to indemnity under this section (iv) (the "**Indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**Indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the Indemnitors upon request. The Indemnitees and Indemnitors agree to keep each other reasonably informed regarding the status of any Claims and allow each other reasonable opportunities to participate in the defense and settlement of Claims, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an Indemnitee shall relieve an Indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement

e. LIMITATION OF LIABILITY; DISCLAIMER. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (AND TO THE FULLEST EXTENT PERMITTED BY LAW, PUNITIVE DAMAGES) INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE

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CONTRARY HEREIN, AYA'S LIABILITY HEREUNDER SHALL BE NO GREATER THAN THE AMOUNT PAID BY CLIENT FOR THE SERVICES OF THE AYA CANDIDATE WHOSE ACTIONS OR OMISSIONS ARE THE BASIS FOR SUCH LIABILITY. Client acknowledges and agrees that the Aya Candidates who perform work for Client are provided by Aya for the sole purpose of supplementing Client's existing work force, and Client hereby expressly disclaims any representation or warranty that such Aya Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

f. TECHNOLOGY SOLUTION.

i. **Terms of Use**. In connection with its performance of this Agreement, Client may be given access to a technology solution(s), provided by Aya or a third party, to facilitate the performance of this Agreement, such as Aya 's proprietary web-based portal known as "Aya Connect" (collectively, the "**Technology Solutions**"). Client agrees to comply with all terms of use requirements for such Technology Solutions at all times, including, but not limited to, such terms as may be provided by third party providers of the Technology Solutions, and to execute further agreements as may be required to obtain access to such systems. The current terms of use of Aya Connect and its related websites can be found at: https://www.ayahealthcare.com/terms-of-service and the current electronic consent policy is located at: http://www.ayahealthcare.com/electronic-consent-agreement (collectively, the "**Terms of Use**") and are incorporated by reference herein as though set forth in full at this point. Client agrees to comply with the Terms of Use and that it is "**You**" as defined and used in the Terms of Use. The Terms of Use are modified herein so that in lieu of the notice procedures in such agreement, any notices required to be given to Aya under the Terms of Use, including any updates to email addresses, shall be provided in accordance with the notice provisions in this Agreement. Client agrees that the entirety of the Aya Connect technology solution, including, but not limited to, its design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through it (collectively "**Aya Technology Information**") shall be considered Confidential Information of Aya**. License; Proprietary Rights.** Client hereby grants Aya a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute any Aya Technology Information provided by Client in any form, medium, or technology now known or later developed. Except for the limited, non-exclusive, revocable use rights expressly granted herein, Aya reserves all rights, titles, and interests not expressly granted to Client and this Agreement does not transfer any right, title or interest in the Technology Solutions, Aya Connect, Aya Technology Information or other Aya Confidential Information to Client. **Use Restrictions**. Client agrees that its access and use of the Technology Solutions shall be limited only to the extent such access and use directly relates to and is necessary for Client's performance under this Agreement. Client shall limit access to the Technology Solutions to only those employees or agents of Client with a legitimate business need for such access. Client's access and use of the Technology Solutions may be terminated: (i) upon Client's breach of this Agreement, (ii) automatically upon the termination or expiration of this Agreement, or (iii) at Aya 's discretion upon notice. In no event shall Aya be liable for damages in connection with such termination. Client shall not, and shall ensure that its employees, agents, and contractors do not use or make Technology Solutions available for use by any unauthorized persons or for any use not explicitly permitted by this Agreement, and Client agrees it shall be responsible for any violation by Client or its agents or employees of this provision or the applicable terms of use in effect at the time of such access. Client shall be responsible for notifying Aya promptly in the event Client's relationship with any employee or agent who had access to the Technology Solutions is severed, so that passwords may be updated or accounts disabled as necessary. Client's use of the Technology Solutions may be monitored for usage level and ensure compliance with this Agreement and any applicable terms and conditions. **Disclaimer.** ALL TECHNOLOGY SOLUTIONS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. AYA FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. AYA DOES NOT WARRANT THAT TECHNOLOGY SOLUTIONS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

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g. ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b). To the extent required by applicable law, Aya agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes Aya subcontractors that have a contract with Aya for which the cost or value is $10,000 or more in a twelve (12) month period. Said access shall be limited to a period of four (4) years after the furnishing of services under this Agreement hereunder.

h. COMPLIANCE WITH APPLICABLE LAWS & ACCREDITING STANDARDS. The Parties will abide by and comply with all applicable local, state, and federal regulatory agency requirements in performing this Agreement. Client will also comply with all applicable standards of any accrediting organizations of which it is a member or by which it is accredited.

i. NONDISCRIMINATION. In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the Parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.

j. INDEPENDENT NATURE OF PARTIES. Aya provides services to Client as an independent contractor. Neither Party to this Agreement shall be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Client acknowledges that Aya and its affiliates are not licensed to practice medicine and do not engage in the practice of medicine and that Client is responsible for ensuring compliance with applicable scope of practice and corporate practice laws and regulations to the extent applicable to work performed by Candidates and that nothing herein shall be construed in a manner that would require Aya or an affiliate thereof to engage in any task that could be considered the corporate practice of medicine or any other similarly regulated profession.

k. SUBCONTRACTORS. Aya may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates.

l. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: AIMS K-12 College Prep Charter District
ATTN: _____
171 12th Street
Oakland CA
Email: _____

To: **Aya Healthcare, Inc.**
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
Email: facilitycontracts@ayahealthcare.com

CC: **Attn: Legal**
Aya Healthcare, Inc.
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

m. ASSIGNMENT. Client will not assign this Agreement or any of its rights or duties under this Agreement except upon prior written notice to Aya. Aya (and its successors and assigns) may assign, transfer or encumber any of its rights or duties under this Agreement in its discretion. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

n. FORCE MAJEURE. Aya shall not be responsible for failure or delay in providing or continuing to provide services to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by personnel assigned to Client or any other acts, causes or occurrences beyond the control of Aya.

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o. ENTIRE AGREEMENT. This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client Entity and Aya.

p. GOVERNING LAW; ARBITRATION. The Parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California, and all Parties consent to jurisdiction in San Diego, California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") with arbitration occurring in San Diego, California, as the exclusive remedy. The arbitrator shall be selected from the JAMS panel in accordance with the then-applicable JAMS rules. The arbitration shall be conducted pursuant to the then-applicable Comprehensive Arbitration Rules and Procedures of JAMS, except that the Parties agree that the JAMS Streamlined Arbitration Rules and Procedures shall apply for all disputes in which no claim or counter claim exceeds $250,000.00, not including attorneys' fees and costs. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, and shall have the authority to order provisional or interim relief prior to the hearing, including by requiring a respondent to post a bond or security for the amount sought against it where there is a substantial likelihood a claimant shall succeed on the merits of a claim or counter-claim or where an award may be rendered meaningless if a bond or security is not required. Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The prevailing party in any arbitration or other action shall be entitled to recover its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

q. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable such provision shall be amended to the extent permissible as to effectuate the original intent of the parties, and all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

r. SURVIVAL. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, but not necessarily limited to, all indemnity, payment, confidentiality and insurance obligations set forth herein.

s. INCORPORATION BY REFERENCE. Each Exhibit, Schedule or Addendum attached to this Agreement is hereby incorporated by reference in this Agreement as if the same was set out in full in the text of this Agreement.

t. ADVICE OF COUNSEL. Each Party acknowledges that it has been given the opportunity to discuss this Agreement with their legal counsel and utilized that opportunity to the extent desired. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

u. WAIVER. The failure of either Party to enforce at any time, or from time to time, any provision of Agreement shall not be construed as a waiver thereof.

v. AUTHORITY. Each person signing this Agreement on behalf of a Party represents that they have the authority to bind the Party for whom they are signing to this Agreement. By signing this Agreement, Client represents that it is entering this Agreement on behalf of Participating Facilities, and that it has the authority to bind Participating Facilities to the terms of this Agreement. Client Entity and the applicable Participating Facility shall be irrevocably, jointly and severally liable under this Agreement.

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w. HEADINGS. The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

x. COUNTERPARTS. This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED BY:

AIMS K-12 College Prep Charter District		**Aya Healthcare, Inc.**	
By:		By:	
Name:		Name:	Alan Braynin
Title:		Title:	President & CEO
Date:		Date:	

Supplemental Staffing Provider Agreement
(Education)

ADDENDUM A – TERMS AND CONDITIONS FOR CANDIDATES

1. CANDIDATE RATES & RATE RULES

1.1. **Regular Rates.** Regular rate ranges for certain positions are set forth on Addendum A-1. The exact Regular Rate for a Candidate will be confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work. Regular rates for positions not covered on Addendum A-1 or, where the Parties agree a higher rate for a position listed is appropriate, will be mutually agreed to between the Parties and confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work.

1.1. **Overtime**

1.1.1. Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate.

1.1.2. Overtime is generally defined as hours worked in excess of forty (40) hours in one workweek

1.1.1. For work performed in Alaska, overtime is defined as hours worked in excess of eight (8) hours in a workday, or in excess of forty (40) hours in one (1) workweek.

1.1.1. For work performed in California, overtime is defined as hours worked in excess of eight (8) hours in a workday, or in excess of forty (40) hours in one (1) workweek. Double-time will be billed at two (2) times the regular rate. For work performed in California, Double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

1.1. **Orientation.** Client will provide Candidates with orientation in accordance with all applicable standards and laws, and Client's policies. All time spent by Candidates in Client-provided or required orientation is billable.

1.2. **Mileage.** For Candidates where driving is required to perform their job, Client will reimburse Aya for mileage incurred for the driving. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel

2. SCHEDULING AND CANCELLATION POLICIES FOR CANDIDATES

2.1. **Scheduling & Guaranteed Hours.** Candidates will be confirmed for assignments for lengths set forth in a work order confirmation. Each Candidate's schedule will be confirmed in a work order confirmation and Client will guarantee the minimum number of billable hours per each one-week work as scheduled. Client is financially responsible for all weekly scheduled hours in the event of schedule modifications or shift cancellations; provided, however, that Client shall not be billed for hours not worked during any regularly scheduled school closures.

2.2. **Pre-Start Cancellations.** After acceptance of Candidate for assignment by Client, Client may not cancel that assignment within two (2) weeks prior to the assignment start date. If deemed necessary and should Client be unable to provide such two weeks' notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.

2.3. **Post-Start Cancellations.** Client shall provide sixty (60) days written notice of any cancellation of an assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such sixty (60) days cancellation notice, Aya reserves the right to bill Client for sixty (60) days of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.

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3. **CONVERSION/ PLACEMENT FEE STIPULATION.** If Client hires a Candidate for permanent or temporary services within the twelve (12) month period following the later of: (i) the date the Candidate is introduced to Client by Aya; or (ii) the conclusion of the Candidate's assignment with Client, then Client agrees to pay Aya a placement fee equal to the greater of: (i) thirty-five percent (35%) of Direct Hire Applicant's anticipated annual salary, or (ii) $20,000. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.
4. **STATEMENTS OF WORK.** The Parties may agree to additional terms in a Statement of Work covering a position or class of positions. Such terms may include, but will not be limited to reimbursable expenses, cancellation policies and alternative placement fees.

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ADDENDUM A-1

RATE TABLE FOR CANDIDATES

Profession	Regular Hourly Rate
Speech Language Pathologist - (SLP-CCC)	$ 110.00 - 130.00
Speech Language Pathologist - Clinical Fellow (CFY)	$ 95.00 - 125.00
Physical and/or Occupational Therapist	$ 110.00 - 130.00
SLPA, PTA and/or COTA	$ 65.00 - 85.00
Psychologist	$ 110.00 - 130.00
Adaptive Physical Education Teacher	$ 95.00 - 115.00
Applied Behavior Analyst (ABA)	$ 75.00 - 95.00
Assistive Technology Specialist	$ 95.00 - 115.00
Audiologist	$ 165.00 - 185.00
Behavior Intervention Implementer (BII)	$ 60.00 - 80.00
Board Certified Behavior Analyst (BCBA)	$ 125.00 - 145.00
Guidance Counselor	$ 75.00 - 95.00
Life Skills Teacher	$ 75.00 - 95.00
Music Therapist	$ 65.00 - 85.00
Orientation and Mobility Specialist (O&M)	$ 95.00 - 115.00
Paraprofessional/Special Education Aide	$ 40.00 - 60.00
Registered Behavior Technician (RBT)	$ 65.00 - 85.00
Resource Teacher	$ 78.00 - 98.00
School Nurse - Certified Nursing Assistant (CNA)	$ 40.00 - 60.00
School Nurse – Registered Nurse (RN, BSN, CSN)	$ 95.00 – 120.00
School Nurse – Licensed Nurse (LVN, LPN)	$ 50.00 - 70.00
Sign Language Interpreter (SLI)	$ 70.00 - 90.00
Social Worker	$ 95.00 - 105.00
Special Education Teacher	$ 80.00 - 100.00
Teacher of the Deaf and Hard of Hearing (TDHH)	$ 130.00 - 150.00
Teacher of the Visually Impaired (TVI)	$ 95.00 - 115.00
Other:	$
Other:	$

At any point during the term of this Agreement, rates may be renegotiated and accepted in writing by both Parties.

Coversheet

American Indian Model School (AIMS) Xerox Fleet Upgrades

Section:	III. Action Items
Item:	C. American Indian Model School (AIMS) Xerox Fleet Upgrades
Purpose:	Vote
Submitted by:	Tiffany Tung
Related Material:	AIMS Finance Cover Letter Re- Printer Upgrade.pdf AIMS_Xerox Fleet Upgrades April 2021.pdf AIMS 171 12th St_Xerox B9100 Agreements.pdf AIMS 746 Grand Ave_Xerox B8155 Agreements.pdf AIMS 746 Grand Ave_Xerox B8170 Agreements.pdf AIMS 746 Grand Ave_Xerox B9100 Agreements.pdf

RECOMMENDATION:
Staff is recommending to sign new lease agreement of printer devices for AIPHS. New printer devices will perform and offer higher demand for printing. The new devices are created for longer printing job runs and higher print volume. Overall new devices are higher functioning to meet needs of school site.

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS Printer Devices

Presented By: Tiffany Tung, Operations Manager

Staff Recommendation:

Staff recommendation to upgrade four printer devices to higher functioning printers for high performance to deliver dynamic solutions with speed, quality and reliability. High cap feeder to hold additional paper and longer life cycle of printer device. New printers have embedded new technology, more application features to allow catered functionality.

2020-2021 May-June: Four devices sum total expenditure $1,579.72

Committee Approval: N/A

Total Associated Cost: 14,246.60

Included in Budget? Yes

Funding Source: General Funds

Over/Under Budget? Yes

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?


American Indian Model Schools
Xerox Fleet Upgrades
April 15th, 2021
Presented by: Tiffany Tung
made to think.
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Current State

171 12th St

Model	SN	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
D125	BG0978078	$ 598.22	170,000	$0.0050	$ 850.00	$ 1,448.22
D95	BG2955541	$ 327.69	135,000	$0.0058	$ 783.00	$ 1,110.69
B8075	3AG889174	$ 163.40	20,000	$0.0058	$ 116.00	$ 279.40
WC5955	A2M654507	$ 150.10	8,759	$0.0063	$ 55.18	$ 205.28
D110	BG0977716	$ 434.20	43,000	$0.0058	$ 249.40	$ 683.60
		$ 1,673.61			**$ 2,053.58**	**$ 3,727.19**

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Option 1

Replace WC5955-A2M654507
with AltaLink B8155

171 12th St

Model	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
D125	$ 598.22	170,000	$0.0050	$ 850.00	$ 1,448.22
D95	$ 327.69	135,000	$0.0058	$ 783.00	$ 1,110.69
B8075	$ 163.40	20,000	$0.0058	$ 116.00	$ 279.40
B8155	$ 170.96	8,759	$0.0050	$ 43.80	$ 214.76
D110	$ 434.20	43,000	$0.0058	$ 249.40	$ 683.60
	$ 1,694.47			**$ 2,042.20**	**$ 3,736.67**

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Option 2

Replace WC5955-A2M654507
with AltaLink B8170

171 12th St

Model	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
D125	$ 598.22	170,000	$0.0050	$ 850.00	$ 1,448.22
D95	$ 327.69	135,000	$0.0058	$ 783.00	$ 1,110.69
B8075	$ 163.40	20,000	$0.0058	$ 116.00	$ 279.40
B8170	$ 213.21	8,759	$0.0050	$ 43.80	$ 257.01
D110	$ 434.20	43,000	$0.0058	$ 249.40	$ 683.60
	$ 1,736.72			**$ 2,042.20**	**$ 3,778.92**

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Option 3

Replace WC5955-A2M654507
with AltaLink B9100

171 12th St

Model	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
D125	$ 598.22	170,000	$0.0050	$ 850.00	$ 1,448.22
D95	$ 327.69	135,000	$0.0058	$ 783.00	$ 1,110.69
B8075	$ 163.40	20,000	$0.0058	$ 116.00	$ 279.40
B9100	$ 405.69	8,759	$0.0039	$ 34.16	$ 439.85
D110	$ 434.20	43,000	$0.0058	$ 249.40	$ 683.60
	$ 1,929.20			**$ 2,032.56**	**$ 3,961.76**

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Current State

746 Grand Ave

Model	SN	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
WC5955	A2M640115	$ 150.10	8,962	$0.0113	$ 101.27	$ 251.37
WC5875	EX9306183	$ 207.33	25,340	$0.0063	$ 159.64	$ 366.97
D95	BG2953187	$ 297.18	66,000	$0.0058	$ 382.80	$ 679.98
		$ 654.61			**$ 643.71**	**$ 1,298.32**

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Full Fleet Replacement

-Replace WC5955-A2M640115 with AltaLink B8155

-Replace WC5875-EX9306183 with AltaLink B8170

-Replace D95-BG2953187 with PrimeLink B9100

746 Grand Ave

Model	Monthly Lease Payment	Average Monthly Volume	Cost Per Copy	Average Monthly Meter Charges	Average Monthly Spend
B8155	$ 170.96	8,962	$0.0050	$ 44.81	$ 215.77
B8170	$ 213.21	25,340	$0.0050	$ 126.70	$ 339.91
B9100	$ 405.69	66,000	$0.0039	$ 257.40	$ 663.09
	$ 789.86			**$ 428.91**	**$ 1,218.77**

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Xerox Models
8
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Xerox AltaLink B8155

- Speed up to 55ppm black-and-white
- Print Resolution: 1200 x 2400 dpi
- Duplex Automatic Document Feeder
- Office Finisher w/50-sheet stapling and 2/3 hole punch
- Scan to Mailbox, Scan to USB, Scan to Email, Scan to Network
- File Formats: PDF, PDF/A, XPS, JPEG, TIFF, Searchable PDF
- HDD Overwrite, 256 bit Encryption, Common Criteria Certification, Secure Print, Secure Fax, Secure Scan, Secure Email



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Xerox AltaLink B8170

- Speed up to 72ppm black-and-white
- Print Resolution: 1200 x 2400 dpi
- Duplex Automatic Document Feeder
- Business Ready Finisher w/50-sheet stapling and 2/3 hole punch
- Scan to Mailbox, Scan to USB, Scan to Email, Scan to Network
- File Formats: PDF, PDF/A, XPS, JPEG, TIFF, Searchable PDF
- HDD Overwrite, 256 bit Encryption, Common Criteria Certification, Secure Print, Secure Fax, Secure Scan, Secure Email



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Xerox PrimeLink B9100

- Speed up to 100ppm black-and-white
- Print Resolution: 2400 x 2400 dpi
- Duplex Automatic Document Feeder
- Production Ready Finisher w/50-sheet stapling and 2/3 hole punch
- High-Capacity Tray supports additional 4,000 sheets of paper
- Scan to Mailbox, Scan to USB, Scan to Email, Scan to Network
- File Formats: PDF, PDF/A, XPS, JPEG, TIFF, Searchable PDF
- HDD Overwrite, 256 bit Encryption, Common Criteria Certification, Secure Print, Secure Fax, Secure Scan, Secure Email



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Electrical Requirements
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171 12th St: Will need to verify if moving up to B8170. Changes will be required if moving up to B9100

746 Grand Ave: No changes needed. Required electrical already in place.



Mainframe Prod. code	AltaLink® B8145/B8155
Voltage	110-127 VAC
Amperage	15 AMP
Xerox Recept. part #	544P99010
Receptacle NEMA #	5-15R
Repectacle Photo	
Dimensions Base Config. W	24.4" (620 mm)
Dimensions Base Config. D	28.5" (723 mm)



Mainframe Prod. code	AltaLink® B8170
Voltage	110-127 VAC
Amperage	20 AMP
Xerox Recept. part #	544P99009
Receptacle NEMA #	5-20R
Repectacle Photo	
Dimensions Base Config. W	33.5"(850 mm)
Dimensions Base Config. D	31.2"(793 mm)





Mainframe Prod. code	PrimeLink B9100, 9110, 9125, 9136	
	ECQ	Production Ready Finisher
Voltage	200-240 VAC	110-127
Amperage	15 AMP	15 AMP
Xerox Recept. part #	544P24171	544P99010
Receptacle NEMA #	6-15R	5-15R
Repectacle Photo		
Dimensions Base Config. W	30"(760 mm)	33.6" (855 mm)
Dimensions Base Config. D	32"(804 mm)	28.5"(724 mm)

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The information presented is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited.

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Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Cost Per Copy Agreement

Lease Agreement #	Dealer Name: MRC-5657 Copley Dr., San Diego, CA 92111

LESSEE INFORMATION

Full Legal Name	DBA		
American Indian Model Schools			
Billing Address	**City**	**State**	**ZIP Code**
171 12th Street	Oakland	CA	94607
Phone / **Contact Name**	**Contact Email**	**Lessee PO# (Optional)**	
510-893-8701 / Tiffany Tung	tiffany.tung@aimsk12.org		

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox PrimeLink B9100		

Equipment Location (if different from Billing Address)

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): 60	B&W	0	$.0039	-	-
Monthly Lease Payment: $ 405.69 plus applicable charges & taxes	Color	-	-	-	-

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 30 days after its due date, you will pay a late charge of the greater of 10% of the amount due or $25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay

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any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment..

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT.** XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.**

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724–737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Agreement, you may terminate the Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Leaset Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Service Agreement

CUSTOMER INFO

SHIP TO		BILL TO	
Name	American Indian Model Schools	Name	American Indian Model Schools
Address	171 12th Street	Address	171 12th Street
City	Oakland	City	Oakland
State	CA ZIP 94607	State	CA ZIP 94607
Phone	510-893-8701	Phone	510-893-8701

SERVICED DEVICES

Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
Xerox PrimeLink B9100			

___ See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate
Standard BW Copier	0	$0.00	0.0039

Included items: X All inclusive (no staples)

Notes / Special Instructions: No escalation for contract term.

Base Billing: Monthly
Overage Billing: Monthly
Total: $0.00
Term: 60
Start ___ End ___

METER COLLECTION

MRC 360 APP

___ Accept installation
___ Decline

Name ___ Email ___ Phone ___

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO.

AUTHORIZATION

Company	American Indian Model Schools	*MRC Smart Technology Solutions*
Authorized Signature		MRC Authorized Signature
Print name		Print name
Title	Date	Title Date

SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at $9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed $15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed $100 per invoice.

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a $5.00 fee will apply per month per Device.

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials _____ MRC Initials _____

8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.

10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the

15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials _____ MRC Initials _____

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Equipment Removal Authorization

CUSTOMER INFO / SHIP TO

Name	American Indian Model Schools			**Total Removal**	**1**
Address	171 12th Street			Lease Return	1
City	Oakland			Disposal	0
State	CA	Zip	94607	Storage	0
Contact	Tiffany Tung				
Phone	510-893-8701	Email	tiffany.tung@aimsk12.org		

Make / Model	Location	Serial #	Lessor	Lease #	End Date	Return Type
Xerox WC5955	3rd Floor	A2M654507	US BANK	500-0463809-000	3/28/2021	Lease return

UNLESS FOR NEGLIGENCE DIRECTLY ATTRIBUTABLE TO MRC, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN STORAGE OR SHIPMENT.

MRC will issue pay-off to the Lessor(s) and terminate the Leases listed on this document. Customer must (a) submit a letter of intent to the Lessor in accordance with the lease terms; (b) provide to MRC the Lessor's complete lease return instructions within one week of lease completion; (c) provide timely access to Equipment.

1. Equipment marked for Lease Return. Customer warrants that the Equipment lease is not in default in any manner. Upon receipt of lease return instructions from Customer, MRC will schedule the return of the Equipment to the US destination instructed by and in accordance with Lessor's return instructions.

2. Equipment marked for Disposal. MRC is not responsible for any additional unpaid balance owed on Equipment listed in this document. By releasing the equipment customer is acknowledging they are the rightful owner and the equipment is free and clear of any encumbrances and ownership is being transferred to MRC.

3. Equipment marked for Storage. MRC assumes no responsibility for damage to Equipment which occurred prior to the date/time that MRC picked up Equipment from Customer's location(s). MRC will pick up and store Equipment for a period not to exceed the listed End Date. If the Equipment to be stored is to be returned to the Lessor before the End Date, Section 1 applies. Customer remains responsible for any trailing unpaid fees, renewal costs, and taxes associated with the Equipment. Further, Customer shall remain responsible to Lessor for any buyout as well as any late fees which result from untimely or incomplete provision of Equipment lease return instructions to MRC.

Autorization

Company		Company	*MRC Smart Technology Solutions*
Signature		Signature	
Name		Name	
Title	Date	Title	Date

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Cost Per Copy Agreement

Lease Agreement #	Dealer Name: MRC-5657 Copley Dr., San Diego, CA 92111

LESSEE INFORMATION

Full Legal Name	DBA		
American Indian Model Schools			
Billing Address	**City**	**State**	**ZIP Code**
171 12th Street	Oakland	CA	94607
Phone / **Contact Name**	**Contact Email**	**Lessee PO# (Optional)**	
510-893-8701 / Tiffany Tung	tiffany.tung@aimsk12.org		

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox AltaLink B8155		

Equipment Location (if different from Billing Address) 746 Grand Ave, Oakland, CA 94610

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): 60	B&W	0	$.0050	-	-
Monthly Lease Payment: $ 170.96 plus applicable charges & taxes	Color	-	-	-	-

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 30 days after its due date, you will pay a late charge of the greater of 10% of the amount due or $25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay

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any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment..

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT.** XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.**

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724–737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Agreement, you may terminate the Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Leaset Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Service Agreement

CUSTOMER INFO

SHIP TO

Name	American Indian Model Schools
Address	746 Grand Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

BILL TO

Name	American Indian Model Schools
Address	171 12th Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

SERVICED DEVICES

Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
Xerox AltaLink B8155			

___ See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate	Included items
Standard BW Copier	0	$0.00	0.005	X All inclusive (no staples)

Notes / Special Instructions

No escalation for contract term.

Base Billing Monthly
Overage Billing Monthly
Total $0.00
Term 60
Start ___ **End** ___

METER COLLECTION

MRC 360 APP

___ Accept installation
___ Decline

Name ___ Phone ___
Email ___

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO.

AUTHORIZATION

Company	American Indian Model Schools	*MRC Smart Technology Solutions*
Authorized Signature		MRC Authorized Signature
Print name		Print name
Title	Date	Title Date

SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at $9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed $15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed $100 per invoice.

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a $5.00 fee will apply per month per Device.

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials _____ MRC Initials _____

8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.

10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the

15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials _____ MRC Initials _____

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Equipment Removal Authorization

CUSTOMER INFO / SHIP TO

Name	American Indian Model Schools			**Total Removal**	**1**
Address	746 Grand Avenue			Lease Return	1
City	Oakland			Disposal	0
State	CA	Zip	94607	Storage	0
Contact	Tiffany Tung				
Phone	510-893-8701	Email	tiffany.tung@aimsk12.org		

Make / Model	Location	Serial #	Lessor	Lease #	End Date	Return Type
Xerox WC5955		A2M640115	XFS	010-0028536-001		Lease return

UNLESS FOR NEGLIGENCE DIRECTLY ATTRIBUTABLE TO MRC, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN STORAGE OR SHIPMENT.

MRC will issue pay-off to the Lessor(s) and terminate the Leases listed on this document. Customer must (a) submit a letter of intent to the Lessor in accordance with the lease terms; (b) provide to MRC the Lessor's complete lease return instructions within one week of lease completion; (c) provide timely access to Equipment.

1. Equipment marked for Lease Return. Customer warrants that the Equipment lease is not in default in any manner. Upon receipt of lease return instructions from Customer, MRC will schedule the return of the Equipment to the US destination instructed by and in accordance with Lessor's return instructions.

2. Equipment marked for Disposal. MRC is not responsible for any additional unpaid balance owed on Equipment listed in this document. By releasing the equipment customer is acknowledging they are the rightful owner and the equipment is free and clear of any encumbrances and ownership is being transferred to MRC.

3. Equipment marked for Storage. MRC assumes no responsibility for damage to Equipment which occurred prior to the date/time that MRC picked up Equipment from Customer's location(s). MRC will pick up and store Equipment for a period not to exceed the listed End Date. If the Equipment to be stored is to be returned to the Lessor before the End Date, Section 1 applies. Customer remains responsible for any trailing unpaid fees, renewal costs, and taxes associated with the Equipment. Further, Customer shall remain responsible to Lessor for any buyout as well as any late fees which result from untimely or incomplete provision of Equipment lease return instructions to MRC.

Autorization

Company		Company	*MRC Smart Technology Solutions*
Signature		Signature	
Name		Name	
Title	Date	Title	Date

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Cost Per Copy Agreement

Lease Agreement #	Dealer Name: MRC-5657 Copley Dr., San Diego, CA 92111

LESSEE INFORMATION

Full Legal Name	DBA		
American Indian Model Schools			
Billing Address	**City**	**State**	**ZIP Code**
171 12th Street	Oakland	CA	94607
Phone / **Contact Name**	**Contact Email**	**Lessee PO# (Optional)**	
510-893-8701 / Tiffany Tung	tiffany.tung@aimsk12.org		

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox AltaLink B8170		

Equipment Location (if different from Billing Address) 746 Grand Ave, Oakland, CA 94610

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): 60	B&W	0	$.0050	-	-
Monthly Lease Payment: $ 213.21 plus applicable charges & taxes	Color	-	-	-	-

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 30 days after its due date, you will pay a late charge of the greater of 10% of the amount due or $25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay

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any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment..

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT.** XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.**

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724–737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Agreement, you may terminate the Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Leaset Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Service Agreement

CUSTOMER INFO

SHIP TO

Name	American Indian Model Schools
Address	746 Grand Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

BILL TO

Name	American Indian Model Schools
Address	171 12th Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

SERVICED DEVICES

Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
Xerox AltaLink B8170			

___ See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate	Included items
Standard BW Copier	0	$0.00	0.005	X All inclusive (no staples)

Notes / Special Instructions

No escalation for contract term.

Base Billing Monthly
Overage Billing Monthly
Total $0.00
Term 60
Start ___ **End** ___

METER COLLECTION

MRC 360 APP

___ Accept installation
___ Decline

Name ___ Phone ___
Email ___

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO.

AUTHORIZATION

Company	American Indian Model Schools	*MRC Smart Technology Solutions*
Authorized Signature		MRC Authorized Signature
Print name		Print name
Title	Date	Title Date

SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at $9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed $15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed $100 per invoice.

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a $5.00 fee will apply per month per Device.

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials _____ MRC Initials _____

8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.

10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the

15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials _____ MRC Initials _____

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Equipment Removal Authorization

CUSTOMER INFO / SHIP TO

Name	American Indian Model Schools			**Total Removal**	**1**
Address	746 Grand Avenue			Lease Return	1
City	Oakland			Disposal	0
State	CA	Zip	94607	Storage	0
Contact	Tiffany Tung				
Phone	510-893-8701	Email	tiffany.tung@aimsk12.org		

Make / Model	Location	Serial #	Lessor	Lease #	End Date	Return Type
Xerox WC5875		EX9306183	US BANK	500-0463801-000	3/28/2021	Lease return

UNLESS FOR NEGLIGENCE DIRECTLY ATTRIBUTABLE TO MRC, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN STORAGE OR SHIPMENT.

MRC will issue pay-off to the Lessor(s) and terminate the Leases listed on this document. Customer must (a) submit a letter of intent to the Lessor in accordance with the lease terms; (b) provide to MRC the Lessor's complete lease return instructions within one week of lease completion; (c) provide timely access to Equipment.

1. Equipment marked for Lease Return. Customer warrants that the Equipment lease is not in default in any manner. Upon receipt of lease return instructions from Customer, MRC will schedule the return of the Equipment to the US destination instructed by and in accordance with Lessor's return instructions.

2. Equipment marked for Disposal. MRC is not responsible for any additional unpaid balance owed on Equipment listed in this document. By releasing the equipment customer is acknowledging they are the rightful owner and the equipment is free and clear of any encumbrances and ownership is being transferred to MRC.

3. Equipment marked for Storage. MRC assumes no responsibility for damage to Equipment which occurred prior to the date/time that MRC picked up Equipment from Customer's location(s). MRC will pick up and store Equipment for a period not to exceed the listed End Date. If the Equipment to be stored is to be returned to the Lessor before the End Date, Section 1 applies. Customer remains responsible for any trailing unpaid fees, renewal costs, and taxes associated with the Equipment. Further, Customer shall remain responsible to Lessor for any buyout as well as any late fees which result from untimely or incomplete provision of Equipment lease return instructions to MRC.

Autorization

Company		Company	*MRC Smart Technology Solutions*
Signature		Signature	
Name		Name	
Title	Date	Title	Date

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Cost Per Copy Agreement

Lease Agreement #	Dealer Name: MRC-5657 Copley Dr., San Diego, CA 92111

LESSEE INFORMATION

Full Legal Name	DBA		
American Indian Model Schools			
Billing Address	**City**	**State**	**ZIP Code**
171 12th Street	Oakland	CA	94607
Phone	**Contact Name**	**Contact Email**	**Lessee PO# (Optional)**
510-893-8701	Tiffany Tung	tiffany.tung@aimsk12.org	

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	Xerox PrimeLink B9100		

Equipment Location (if different from Billing Address) 746 Grand Ave, Oakland, CA 94610

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): 60	B&W	0	$.0039	-	-
Monthly Lease Payment: $ 405.69 plus applicable charges & taxes	Color	-	-	-	-

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 30 days after its due date, you will pay a late charge of the greater of 10% of the amount due or $25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay

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any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment..

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT.** XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.**

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724–737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Agreement, you may terminate the Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Leaset Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Service Agreement

CUSTOMER INFO

SHIP TO

Name	American Indian Model Schools
Address	746 Grand Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

BILL TO

Name	American Indian Model Schools
Address	171 12th Avenue
City	Oakland
State	CA ZIP 94607
Phone	510-893-8701

SERVICED DEVICES

Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
Xerox PrimeLink B9100			

___ See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate
Standard BW Copier	0	$0.00	0.0039

Included items

X All inclusive (no staples)

Notes / Special Instructions

No escalation for contract term.

Base Billing Monthly
Overage Billing Monthly
Total $0.00
Term 60
Start _____ **End** _____

METER COLLECTION

MRC 360 APP

___ Accept installation
___ Decline

Name _____
Email _____
Phone _____

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO.

AUTHORIZATION

Company	American Indian Model Schools / *MRC Smart Technology Solutions*
Authorized Signature	
Print name	
Title	Date

MRC Authorized Signature	
Print name	
Title	Date

SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at $9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed $15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed $100 per invoice.

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a $5.00 fee will apply per month per Device.

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials _____ MRC Initials _____

8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.

10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the

15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials _____ MRC Initials _____

MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

Equipment Removal Authorization

CUSTOMER INFO / SHIP TO

Name	American Indian Model Schools			**Total Removal**	**1**
Address	746 Grand Avenue			Lease Return	1
City	Oakland			Disposal	0
State	CA	Zip	94607	Storage	0
Contact	Tiffany Tung				
Phone	510-893-8701	Email	tiffany.tung@aimsk12.org		

Make / Model	Location	Serial #	Lessor	Lease #	End Date	Return Type
Xerox D95		BG2953187	XFS	010-0028537-002		Lease return

UNLESS FOR NEGLIGENCE DIRECTLY ATTRIBUTABLE TO MRC, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN STORAGE OR SHIPMENT.

MRC will issue pay-off to the Lessor(s) and terminate the Leases listed on this document. Customer must (a) submit a letter of intent to the Lessor in accordance with the lease terms; (b) provide to MRC the Lessor's complete lease return instructions within one week of lease completion; (c) provide timely access to Equipment.

1. Equipment marked for Lease Return. Customer warrants that the Equipment lease is not in default in any manner. Upon receipt of lease return instructions from Customer, MRC will schedule the return of the Equipment to the US destination instructed by and in accordance with Lessor's return instructions.

2. Equipment marked for Disposal. MRC is not responsible for any additional unpaid balance owed on Equipment listed in this document. By releasing the equipment customer is acknowledging they are the rightful owner and the equipment is free and clear of any encumbrances and ownership is being transferred to MRC.

3. Equipment marked for Storage. MRC assumes no responsibility for damage to Equipment which occurred prior to the date/time that MRC picked up Equipment from Customer's location(s). MRC will pick up and store Equipment for a period not to exceed the listed End Date. If the Equipment to be stored is to be returned to the Lessor before the End Date, Section 1 applies. Customer remains responsible for any trailing unpaid fees, renewal costs, and taxes associated with the Equipment. Further, Customer shall remain responsible to Lessor for any buyout as well as any late fees which result from untimely or incomplete provision of Equipment lease return instructions to MRC.

Autorization

Company		Company	*MRC Smart Technology Solutions*
Signature		Signature	
Name		Name	
Title	Date	Title	Date

Coversheet

Facilities Use Agreement for Lakeview Campus

Section:	III. Action Items
Item:	D. Facilities Use Agreement for Lakeview Campus
Purpose:	Vote
Submitted by:	Marisol Magana
Related Material:	AIMS Board Meeting Item Cover Letter_Facilities Use Agreement.pdf AIPHS Lakeview 2021-23 FUA DRAFT v4_JRY REV (1).docx Shaded floorplan AIMS lakeview.pdf Shaded parking lot for basketball.pdf

RECOMMENDATION:
This is an agreement for the Lakeview Campus for the 2021 - 2022 and possibly 2022 - 2023 academic year pending Oakland Unified School District approval.

AIMS Board Meeting Item Cover Letter

Item: Facilities Use Agreement for Lakeview Campus

Presented By: Marisol Magaña

Staff Recommendation:

This is an agreement for the Lakeview Campus for the 2021 - 2022 and possibly 2022 - 2023 academic year pending Oakland Unified School District approval.

Committee Approval: N/A Finance Committee

Total Associated Cost: $200,000.00

Included in Budget? Yes

Over or Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021 - 2022

FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
AMERICAN INDIAN PUBLIC HIGH SCHOOL
at
746 GRAND AVENUE, OAKLAND, CA 94610

THIS FACILITIES USE AGREEMENT ("Agreement") is by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD" or "District"), a California public school district and American Indian Public High School ("Charter School"), a California non-profit public benefit corporation for use of classroom space for educational purposes for grade(s) 9-12. District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under Education Code § 47600 *et seq*.;

WHEREAS, District and Charter School enter into this Agreement wherein District and Charter School mutually agree that Charter School will occupy classrooms and use facilities (the "Premises"), as particularly described in Exhibit A, located at 746 Grand Avenue, Oakland, CA 94621 (the "School Site") during the 2021~~0~~-2~~2~~1 and 2022~~1~~-2~~2~~3 school years; and

Commented [KKA1]: Update for 1 year version

WHEREAS, the purpose of this Agreement is to satisfy any and all District obligations to provide facilities for Charter School, including (but not limited to) those under Proposition 39, Education Code § 47610, and implementing regulations, as may be amended from time to time (collectively, "Proposition 39").

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Use of Premises**. District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program for grade(s) 9-12 in accordance with its approved Charter Petition as well as all applicable federal, state, and local laws and regulations relating to the Premises and to the operation of Charter School's educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.

1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage

system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.

1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.

1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. Charter School shall comply with District policies and District administrative regulations—as updated from time to time—regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by District. However, Charter School need not comply with policies in cases where actual school district practice substantially differs from official policies, in which case the Charter School shall comply with actual District practice. Charter School shall comply with District policies, and District administrative regulations—as updated from time to time—regarding Campus Security and Disruptions. Charter School shall comply with District's policies and administrative regulations—as updated from time to time—regarding operations and maintenance of the Premises. Where the Premises are damaged by Charter School's invitees and/or guests and the Charter School's negligence in supervising its invitees and guests was a contributing factor, Charter School's insurance shall be primary for this damage.

1.5. Charter School shall be liable for actual damages to District if Charter School does or permits anything to be done in or about the Premises or brings or keeps anything therein which in any way increases District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, or if Charter School sells or permits to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.

1.6. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq*.) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to District, unless Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to Charter School.

1.7. Charter School shall respond in a timely manner to members of the community surrounding the Premises and work to resolve any concerns or complaints about Charter School's use of the Premises and impact on the surrounding community, including but not limited to trash removal, traffic, parking, littering, and noise.

1.8. In the event of an emergency, all District facilities, including the Premises and the School Site, shall be available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs.

If the property on which Premises is located is also used by District, Charter School agrees it will participate in and observe all District safety policies and District administrative regulations, (e.g., emergency chain of information and participation in safety drills) as those may be updated from time to time. Upon completion of the OUSD shared site checklist, Charter School may re-open in-person learning prior to the District in a manner that is consistent with federal state, and local regulations, and provided that the Charter School obtain any necessary approvals from the County or State required to return to in-person instruction.

2. Term. The term of this Agreement shall be for **2 years**. The commencement date shall be July 1, 2021, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2023 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2021.

Commented [KKA2]: Update for 1 year version

3. Use Fee

3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the following rates ("Use Fee"):

For 26,810 square feet: 2021-22 Proposition 39 per square foot rate during the 2021-22 school year; and 1.05 times the 2022-23 Proposition 39 per square foot rate during the 2022-23 school year; and

For 1,584 square feet: two (2) times the 2021-22 Proposition 39 per square foot rate during the 2021-22 school year; and two (2) times the 2022-23 Proposition per square foot rate during the 2021-22 school year.

Commented [KKA3]: Update for 1 year version

3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 1.

3.3. Utilities

District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be

furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises. ~~Charter School agrees to pay the District the following sums:~~

~~63.21% of the total utilities costs for the School Site, as calculated based on the Charter School's proportional square foot usage of the School Site. Charter School will be billed by District and payment will be due in three installments during the school year, according to the following schedule: January 10; May 1; July 15.~~

Non Co-located Charter Schools: The Use Fee shall not include the utility charges for the Premises if District is not using the property on which the Premises is located. In such a situation, Charter School shall be responsible, at its sole cost and expense, for the cost of all services and utilities to the Premises, including, but not limited to, heating, ventilation and air-conditioning, gas, electricity, water, telephone, internet, pest management, trash collection, sewage disposal, security and fire alarm monitoring, janitorial, fire abatement, gardening/landscaping, and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility or service provider. The District remains responsible, as set forth in Section 14, for all major maintenance necessary to bring utilities to the Premises.

3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. Internet. Notwithstanding Section 3.3, Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department. Charter School shall be responsible for any and all improvements to the facilities made in order to allow upgrades to utilities, and shall obtain

Commented [SJK4]: This cost should be in the pro rata share, not pulled out, per the settlement agreement.

Commented [KKA5R5]: Although this is an in-lieu, I believe the settlement does say that the charter will either pay for utilities directly or through a pro-rata share. We'd prefer to maintain the direct payment (as originally written here), but is there a particular reason the school is seeking to use the prop 39 pro-rata that includes total utilities cost, rather than the proportional cost at the site?

District's prior written consent and approval for any such improvements, pursuant to Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) of the Agreement.

5. **Furnishings and Equipment.** The furnishings and equipment to be provided by District for Charter School are those furnishings and equipment that exist at the Premises as of the effective date. Said furnishings and equipment fulfill any and all District obligations under Ed. Code § 47614(b) and Title 5, California Code of Regulations § 11969.2. Charter School is responsible for any furnishings and equipment over and above those provided by District as of the effective date. Charter School shall return all District-owned furniture, fixtures and equipment to District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Charter School shall be responsible for costs to repair or replace any damaged furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear.

6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.

7. **Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including District policy relating to the drop-off and pick-up of students. Charter School shall instruct its visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees, and guests arising out of the use of parking at or near the Site. District shall not be responsible for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site except where caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

8. **Full Satisfaction of Proposition 39/Release of Claims**. Parties agree that this is a negotiated agreement and that upon execution of this Agreement all obligations of District to Charter School under Proposition 39 have been satisfied for the Prop. 39 cycle that applies to the 2021-22 and 2022-23 school years. Charter School agrees to waive its right to bring a legal action for the term of this Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations for the Prop. 39 cycle that applies to the 2021-22 and 2022-23 school years. This waiver does not extend to the obligations set forth in this Agreement

9. **Condition of Premises.**

9.1. District shall not be required to make or construct any alterations, including but not limited to structural changes, additions, or improvements to the Premises except as set forth herein. District shall, however, remain responsible for ensuring the Premises is in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not District, shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification of the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

9.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein, but warrants that the Premises may be used to operate a public school program. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

9.3. If structural damage occurs to the Premises, making the structure damaged to a lesser condition than existed on the effective date, then District will, at its sole discretion, either provide reasonably equivalent alternative facilities to Charter School to accommodate its projected in-District ADA for the remaining term of this Agreement, or repair the damage in order to bring it back to a condition which is similar to the condition which existed on the effective date. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars ($250,000) per incident, and will notify the Charter School of its election to either perform the repairs or terminate the Agreement within fifteen (15) days after the damage occurs. District shall pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to terminate this agreement and not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars ($250,000), Charter School may elect to remain in possession of the Premises and pay the Use Fee, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement as set forth herein, District shall promptly provide Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.

9.4. Charter School shall not change the locks on the building without written approval by OUSD Buildings and Grounds. If Charter School chooses to change the locks on the building with written approval, Charter School is responsible for the cost of the District rekeying the building prior to vacating the site.

10. Title to School Site(s) / Classroom Buildings. The Parties acknowledge that title to the School Site and Premises is held by District.

11. District's Entry and Access to Premises. District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, District may provide less than two school-days' prior written notice with good cause; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

11.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

11.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

11.3. District may, during the progress of any work authorized by this Subsection (11.3), keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.

11.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, or conduct inspections of the Premises, or any other legally permissible purposes. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent

with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.

11.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section (11).

12. Surrender of Premises.

12.1. On the last day of the Term, or on termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.

12.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect ("DSA").

12.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.

12.4. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.

12.5. No payment of money by Charter School after the end of the Term or upon earlier termination of the Agreement, or after the giving of notice of termination by District to Charter School, shall reinstate, continue or extend the Term.

12.6. **Overallocation of Space**. Charter School's projected in-District Average Daily Attendance ("ADA") for the 2021-22 school year, upon which the Premises are provided, is 401.46. The Parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement, but that, in the event that overallocation occurs as defined under that regulation, the District, in lieu of imposing the overallocation fee, shall only reclaim overallocated facilities, in accordance with the provisions of Title 5, section 11969.8.

13. **Taxes and Assessments**. Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section (13) shall survive the expiration or earlier termination of this Agreement. Nothing in this Section (13) shall be construed to override the requirement in Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) that Charter School obtain the express written consent of District to perform any improvements on the site, unless expressly permitted by this Agreement.

14. **Maintenance.**

14.1. Charter School agrees to provide, at its own cost and expense, any and all day to day upkeep and operations for the Premises, including but not limited to routine repair, cleaning and general maintenance. Maintenance to be provided by Charter School shall be consistent with the standards set forth by the agreement and shall insure safe and healthful use.

14.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make day to day repairs at the expense of District as provided in section 1942 of the Civil Code.

14.3. District shall be responsible for the major maintenance of the Premises as well as any capital improvements required by statute, law, or regulation necessary to meet COVID-related hygiene requirements, not including provision of equipment or PPE. For purposes of the Agreement, "major maintenance" includes (but is not limited to) all non-routine maintenance, replacement and repair services, including the major repair or replacement of the roof, flooring, mechanical systems (plumbing, heating, ventilation, air conditioning, electrical), exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Pursuant to Section 5 (Furniture and

Equipment), Charter School shall be responsible for replacement and repair of furnishings and equipment.

The following subparagraph applies only in the event that the Charter School is co-located at a site with a District school or program and shares indoor space. It does not apply where Charter School has exclusive use of the site. Notwithstanding Subsections 14.1 and 14.2, if District uses the property on which Premises is located and Charter School and District share indoor space on the Premises, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs. Charter School would reimburse the District directly for its fair share of such costs either through direct payment or through inclusions of allowable maintenance and operations costs in the District's pro rata share calculation as used to calculate the Use Fee, as determined by Charter School.

15. Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements.

15.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from District. ~~For District's written consent, Charter School's Improvements must be considered necessary or beneficial to the operation of Charter School's educational program.~~ District shall have sole discretion to determine whether to any improvements are necessary or beneficial and whether to consent. At the time District considers Charter School's request to construct improvements on the Premises, District will inform Charter School, in writing, whether it will require Charter School to remove Charter School Improvements at the expiration or earlier termination of the Term.

15.1.1. Charter School may install OUSD-approved basketball hoops and the associated blacktop lines in the northwest corner of the parking lot, as identified in Exhibit A. The hoop, backboard, pole, and base shall be portable and removable, and no part of the structure shall be embedded into the blacktop. Blacktop lines shall be a different color than any existing parking stripes. During the first three weeks of each school year, District shall use this area for parking and Charter School shall not use this area for recreation. Additionally, the district reserves the right to reserve this area for parking, with two weeks' notice, for up to five additional days per year.

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15.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Government Code section 21000 et seq.) ("CEQA"), the Field Act (Education Code

section 17280 *et seq*.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse District for any and all reasonable costs and expenses related to achieving compliance with CEQA.

15.3. Any modifications to the Premises, including but not limited to construction, creation of gardens, painting, and addition of play structures or shade structures, must be approved in writing in advance by District's Director of Buildings and Grounds, and such approval shall not be unreasonably withheld, conditioned or delayed. Charter School's contractor must be approved in writing in advance by District, and such approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California; bonded as required by law; and maintain levels of casualty, liability, and workers' compensation insurance; and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects over $75,000 to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.

15.4. Under all circumstances, Charter School must seek and receive approval from DSA for any of Charter School's Improvements if required by DSA.

15.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of District.

15.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, or at the direction of, Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

15.6.1. Record a valid Release of Lien; or

15.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

15.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

15.7. If required by District at the time it approves Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

16. Safety of Premises.

Non Co-located Schools: Charter School specifically acknowledges, understands, and agrees that District is neither responsible for, nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School is responsible for safety and security systems, monitoring, and protocols in which case the District's police and security costs will not be included in the pro rata share used to calculate the Use Fee.

17. Incident/Accident/Mandated Reporting.

17.1. Charter School shall notify OUSD, via email pursuant to Section 23 (Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual closure due to a communicable disease such as COVID-19. Charter School shall bear all costs of compliance with this Subsection (17.1).

17.2. Charter School agrees to comply with all federal, state and local laws, statutes, ordinances, regulations or directives applicable to the operation of public charter schools with respect to compliance with COVID-19 protocols, including but not limiting to social distancing, hygiene practices, and maintenance of required cohorts, if applicable.

17.2.1. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to notify District, via email pursuant to Section 23 (Notices), within twelve (12) hours if any employee, contractor, subcontractor, agent, representative, or student of Charter School tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Charter School possible COVID-19 exposure.

17.2.2. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, contractor, subcontractor, agent, representative, or student of Charter School and information necessary to perform contact tracing.

17.3. To the extent that an employee, subcontractor, agent, or representative of Charter School is included on the list of mandated reporters found in Penal Code section 11165.7, Charter School agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

17.4. Charter School shall bear all costs of compliance with this Section (17).

18. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.

19. Default.

19.1. **Charter School's Default**. The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School, provided that such a notice shall not exclusive to, and shall be cumulative to, the procedure set forth under Code of Civil Procedure Section 1161;

19.1.2. The revocation or non-renewal of Charter School's charter by their authorizer (most likely OUSD or Alameda County Board/Office of Education) but the Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Ed. Code 47605 or 47607;

19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter

diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;

19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;

19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or

19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

19.2. **District's Default**. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If District defaults hereunder after receipt of Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. Reciprocal Indemnification. District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("District Indemnified Party" or "District Indemnified Parties") and hold the District Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

(a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;

(b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to~~,~~ or during, ~~or after the expiration of~~ the Term of the Agreement, or during any time that the Charter School is in possession of the Site (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Charter Indemnified Party" or "Charter Indemnified Parties") and hold the Charter Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to or, during~~, or after the expiration of~~ the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement. The applicable Party shall, upon receiving a proper request by a District or Charter Indemnified Party, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

(b) Such defense shall be conducted by reputable attorneys retained by the District or Charter Indemnifying Party and approved by the other Party, and with the prior written approval of all the District and Charter Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at the District or Charter Indemnifying Party's sole cost and expense. In the event the interests of the District or Charter Indemnifying Party and any such District or Charter Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility or the retention of separate counsel for each of the District or Charter Indemnified Parties involved in the action,

the District or Charter Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel.

(c) The District or Charter Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.

21.3. Charter School shall, at Charter School's expense, obtain and keep in force, during the term of this Agreement, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars ($1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars ($2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars ($1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent

with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to Charter School's personal property or alterations or improvements constructed by Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on Charter School's occupancy of the Premises) shall be charged to Charter School.

21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

23. **Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either

deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:
Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:
American Indian Public High School
171 12th Street
Oakland, CA 94607

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

24. **Subcontract, Assignment and Sublease**. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section (24).

25. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.

26. **Independent Contractor Status**. The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

27. **Entire Agreement of Parties**. The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify Charter School's obligations under its Charter, or the its authorizer's oversight authority.

28. **California Law**. The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.

29. **Compliance with All Laws**.

29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of

the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including but not limited to CEQA and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").

29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.

29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq*. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

29.4. **Notice of Hazardous Substance**. Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to

Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

29.5. **Inspection**. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five two (2) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section (29), and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.

29.6. **Indemnification**. Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section (29).

30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

31. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. **Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

33. **Counterparts and Electronic Signature**. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

34. **Captions**. The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.

35. **Severability**. Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

36. **Incorporation of Recitals and Exhibits**. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

37. **Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

American Indian Public High School

_____ _____
By: Date

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Shanthi Gonzales, President, Board of Education Date

_____ _____
Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education Date

APPROVED AS TO FORM

_____ **_____**
Date

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

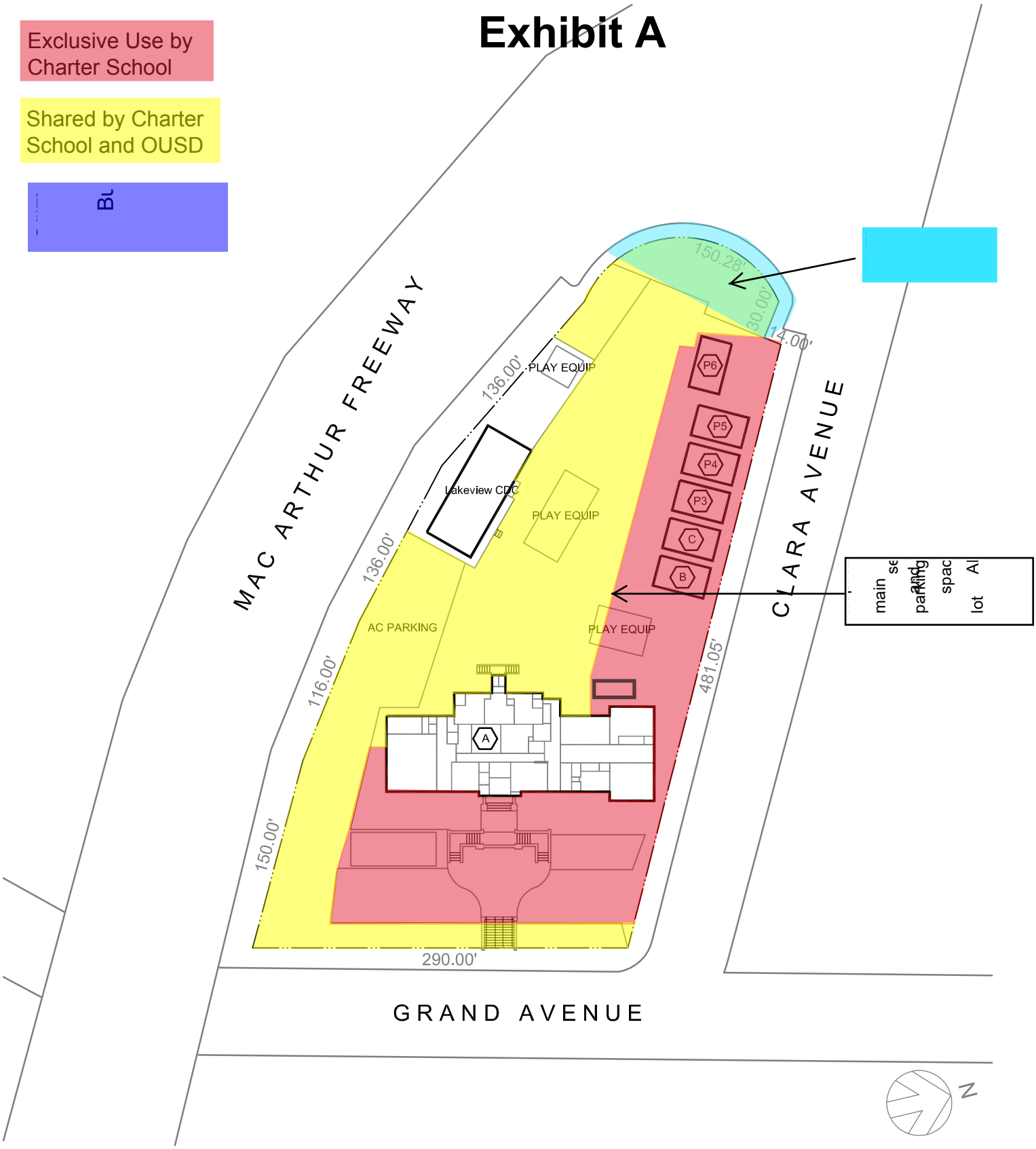
The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Exhibit A

Exclusive Use by Charter School

Shared by Charter School and OUSD

Bl



SITE PLAN

130 - LAKEVIEW ELEMENTARY SCHOOL

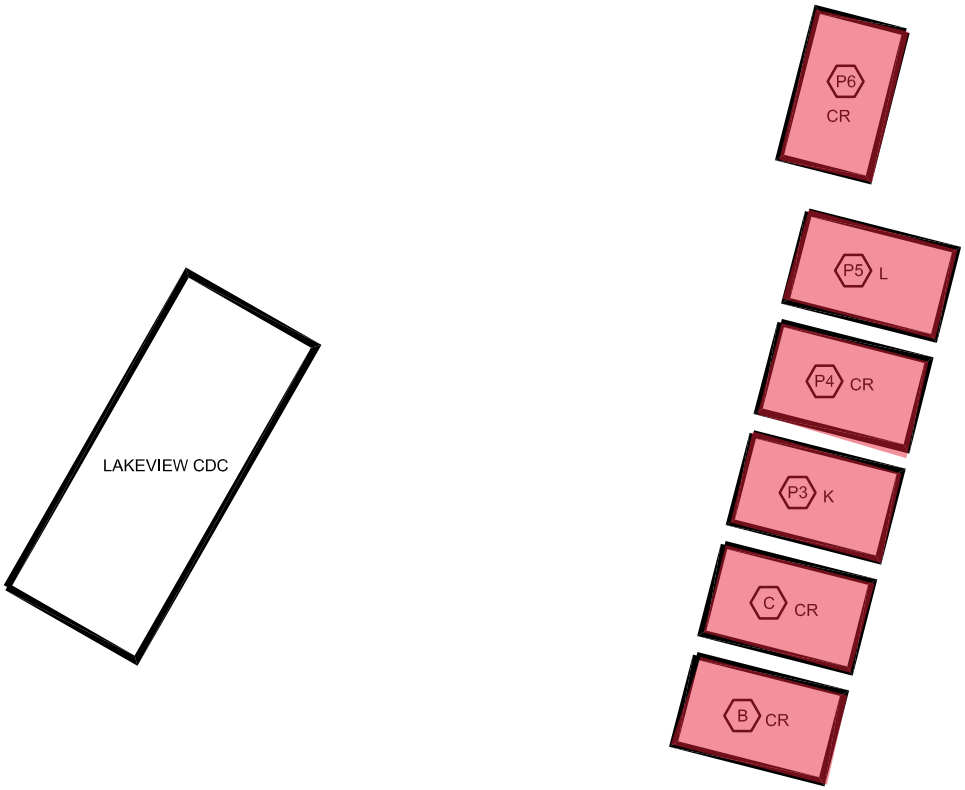
746 GRAND AVENUE, OAKLAND, CA 94610-2714

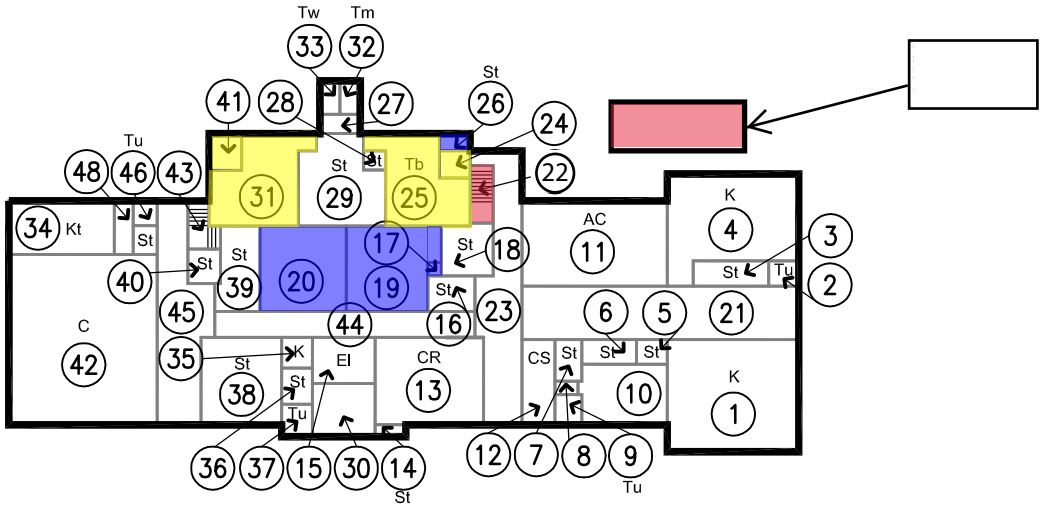
BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3324

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"100'-0"





BLDG A, B, C & PORT 3-6 - 1ST FLOOR PLAN

N

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3324

BLDG A, B, C & PORT 3-6 - 1ST FLOOR PLAN

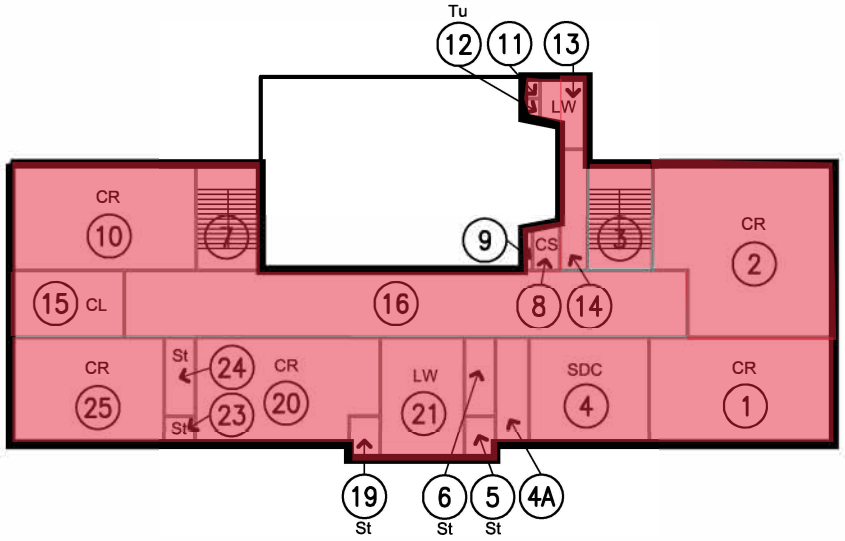
130 - LAKEVIEW ELEMENTARY SCHOOL

746 GRAND AVENUE, OAKLAND, CA 94610-2714

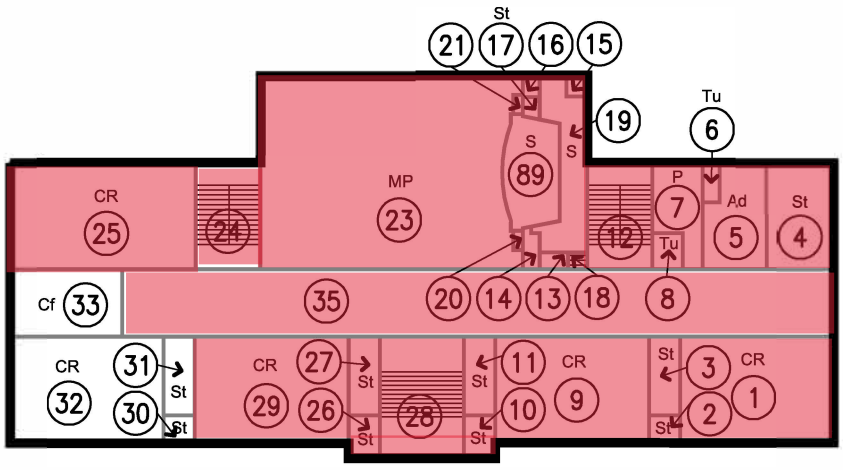
OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=50'-0"



BLDG A - 3RD FLOOR PLAN



BLDG A - 2ND FLOOR PLAN

BLDG A - 2ND & 3RD FLOOR PLAN

130 - LAKEVIEW ELEMENTARY SCHOOL

746 GRAND AVENUE, OAKLAND, CA 94610-2714

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=40'-0"


AIPHS may use this area for basketball and PE during school hours.
AIPHS may use this area for basketball only on weekdays after 5:30pm and weekends.
Lakeshore Lot
Beats Rhymes And Life
AIMS Athletics
OUSD Student Assignment Center
Google

Coversheet

Power Student Information System (SIS) Renewal

Section: III. Action Items
Item: E. Power Student Information System (SIS) Renewal
Purpose: Vote
Submitted by: Marisol Magana
Related Material:
AIMS Board Meeting Item Cover Letter_Power Student Information System (SIS) Renewal.pdf
AIMS SIS_Q-436795-1.pdf

RECOMMENDATION:
This is the annual renewal for our Student Information System (SIS). This is the system that we use for attendance, grades, and to store student demographics. This price is for the entire district.

AIMS Board Meeting Item Cover Letter

Item: Power School Student Information System

Presented By: Marisol Magaña

Staff Recommendation:

This is the annual renewal for our Student Information System (SIS). This is the system that we use for attendance, grades, and to store student demographics. This price is for the entire district.

Committee Approval: N/A Finance Committee

Total Associated Cost: $16,616.51

Included in Budget? Yes

Over or Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021 - 2022

PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: elisha.michael@powerschool.com
Quote Date: 22-MAR-2021
Quote #: Q-436795-1

Prepared By:	Elisha Michael	Customer Contact:	Maya Woods-Cadiz
Customer Name:	American Indian Model Schools	Title:	
Contract Term:	12 Months	Address:	40925 County Center Dr Ste 110
Start Date:	1-JUL-2021	City:	Temecula
End Date:	30-JUN-2022	State/Province:	California
		Zip Code:	92591
		Phone #:	(510) 482-6000

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2021 - 30-JUN-2022 License and Subscription Fees			
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 467.86
PowerSchool SIS Subscription	1,295.00	Students	USD 9,906.75
PowerSchool SIS Hosting	1,295.00	Students	USD 6,241.90

License and Subscription Totals: **USD 16,616.51**

Quote Total

Initial Term	**1-JUL-2021 - 30-JUN-2022**
Initial Term Total	**USD 16,616.51**

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at http://www.powerschool.com/msa/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	American Indian Model Schools
Signature: 	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 22-MAR-2021	Date:

PO Number: _____

Coversheet

American Indian Public Charter School (AIPCS), and American Indian Public Charter School II (AIPCS II) Middle School Chromebook Purchase

Section: III. Action Items
Item: F. American Indian Public Charter School (AIPCS), and American Indian Public Charter School II (AIPCS II) Middle School Chromebook Purchase
Purpose: Vote
Submitted by: Marisol Magana
Related Material: Chromebooks_MBPW614.pdf
AIMS Board Meeting Item Cover Letter_Chromebooks.pdf

RECOMMENDATION:
Purchase of 180 chromebooks for the middle school. AIPCS/AIPCS II will each purchase 90 chromebooks. These chromebooks are needed for in person instruction and to have a healthy inventory for students to use.

QUOTE CONFIRMATION

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
MBPW614	4/13/2021	DELL 3100 11 X180	12467987	$51,709.50

IMPORTANT - PLEASE READ
Fees applied to item(s): 6049449

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Chromebook 3100 - 11.6" - Celeron N4020 - 4 GB RAM - 16 GB eMMC Mfg. Part#: 0JWC5 Contract: CALSAVE-CHR-20 Calsave Technology Contract 530067 (530067)	180	6049449	$230.00	$41,400.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: MARKET	180	5988499	$32.00	$5,760.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6049449	180	654809	$4.00	$720.00

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**	$47,160.00
	SHIPPING	$0.00
	RECYCLING FEE	$720.00
	SALES TAX	$3,829.50
	GRAND TOTAL	**$51,709.50**
DELIVER TO	**Please remit payments to:**	
Shipping Address: AMERICAN INDIAN MODEL SCHOOLS 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**
$47,880.00	**$1,295.15/Month**	**$47,880.00**	**$1,492.42/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

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AIMS Board Meeting Item Cover Letter

Item: AIPCS/AIPCS II Middle School Chromebook Purchase

Presented By: Marisol Magaña

Staff Recommendation:

Purchase of 180 chromebooks for the middle school. AIPCS/AIPCS II will each purchase 90 chromebooks. These chromebooks are needed for in person instruction and to have a healthy inventory for students to use.

Committee Approval: N/A Finance Committee

Total Associated Cost: $51,709.50

Included in Budget? Yes

Over or Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?