AIMS K-12 College Prep Charter District

AIMS Finance Committee Meeting

Date and Time

Tuesday May 17, 2022 at 4:30 PM PDT

Location

Join Zoom Meeting https://us02web.zoom.us/j/84999612168?pwd=drdTpyxqmdJysdMVgpkyL078m3zcyw.1 Meeting ID: 849 9961 2168 Passcode: 869751 One tap mobile +16699006833,,84999612168#,,,,*869751# US (San Jose) +12532158782,,84999612168#,,,,*869751# US (Tacoma) Dial by your location +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York) Meeting ID: 849 9961 2168 Passcode: 869751 Find your local number: https://us02web.zoom.us/u/ked2C3UHUk

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Tiffany Tung 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.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**4:30 PM**
	A. Record Attendance			1 m

		Purpose	Presenter	Time
B.	Call the Meeting to Order			
II.	**Public Comment**			**4:31 PM**
A.	Public Comment on Agenda Items			5 m
B.	Public Comment On Non-Agenda Items			5 m
III.	**Action Items**			**4:41 PM**
A.	HR Matters	Vote	Zeke Lopez	10 m

Personnel Report (Part 2) 4.26.22.pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPHS).pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPCS_II).pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPCS_I).pdf
DON 22-23 SY (AIPCS I).pdf
DON 22-23 (AIPHS).pdf
DON 22-23 (AIPCS II).pdf
Cover Sheet-Employment of Relatives Policy 4.26.22.pdf
Employment of Relatives Policy (Draft) (1).pdf

B.	Operations Matters	Vote	Tiffany Tung	10 m

AIMS_Xerox B9100 Proposal Option 1 (1).pdf
AIMS_Xerox B9100 Option 1 Agreements.pdf
AIMS Contract 2022-23.pdf
Oakland Enrolls MOU for SY23 Enrollment - AIMS Schools.docx.pdf

C.	HS A-G Grant	Vote	Tiffany Tung&Maurice Williams	5 m

AIMS HS A-G Completion Grant (March 2022).pdf
AIMS HS A-G Completion Improvement Grant .pdf

D.	Prop 51 Intent To Apply		Superintendent Maya Woods-Cadiz	5 m

AIMS Intent to file for Prop 51 (Lakeview).docx (1).pdf
AIMS Intent to file for Prop 51 Construction ADA.docx (1).pdf
AIMS Intent to file for Prop 51 (Bunche).docx (1).pdf

		Purpose	Presenter	Time
E.	SELPA		Superintendent Maya Woods-Cadiz	5 m

AIMS - Notice Letter.pdf

IV. Closing Items **5:16 PM**

A.	Closed Session			10 m

1. Conference with Real Property Negotiations
   (Gov. Code Section 54956.9)
2. Conference with Legal Counsel - Anticipated Litigation
   (Gov. Code Section 54956.9)

B.	Adjourn Meeting	Vote		

Coversheet

HR Matters

Section: III. Action Items
Item: A. HR Matters
Purpose: Vote
Submitted by:
Related Material: Personnel Report (Part 2) 4.26.22.pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPHS).pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPCS_II).pdf
Finance_Committee_Cover_letter_(Declaration_of_Need_AIPCS_I).pdf
DON 22-23 SY (AIPCS I).pdf
DON 22-23 (AIPHS).pdf
DON 22-23 (AIPCS II).pdf
Cover Sheet-Employment of Relatives Policy 4.26.22.pdf
Employment of Relatives Policy (Draft) (1).pdf

AIMS 2021-2022 Contract Recipient List Part 2

Site	Recipient	Position	Salary
AIMS	**CERTIFICATED**	**POSITION**	**SALARY**
AIMS MS	Auer, Emma A	Teacher	$ 57,298.00
AIMS MS	Banerjee, Leena	PE 6-8	$ 57,298.00
AIMS MS	Beh, Shirley	Teacher	$ 58,393.00
AIMS MS	Bilorusky, Kyle A	Teacher	$ 57,297.90
AIMS MS	Burrell Jr, John	Teacher	$ 57,298.00
AIMS MS	Flores, Laura A	Teacher	$ 57,298.00
AIMS MS	Hairston, Alena A	Teacher	$ 65,778.90
AIMS MS	Kennard, Natasha	Teacher	$ 58,156.00
AIMS MS	Lutheran, David M	Teacher	$ 61,060.00
AIMS MS	Navarro, Iliana	Teacher	$ 57,298.00
AIMS MS	Wetle, Cole	Teacher	$ 57,298.00
AIMS MS	Worley, Jermishia E	Teacher	$ 57,298.00
AIMS	**CLASSIFED**	**POSITION**	**SALARY**
AIMS MS	Abundis Rocha, Abraham	Admin Asst II	$ 57,818.00
AIMS MS	Yemane, Naomi	IA I	$ 28,700.00
AIMS MS	Sabrie, Tauheed	IA II	$ 43,615.00
Site	**Recipient**	**Position**	
AIPCS I	**CERTIFICATED**	**POSITION**	**SALARY**
AIPCS II	Khan, Hinna	Teacher	$ 57,298.00
AIPCS II	Mayers, Julie	Teacher	$ 58,156.00
AIPCS II	Nevarez, Rogelio	Teacher Spanish	$ 58,156.00
AIPCS II	Stevens, Cassandra	4th Grade	$ 61,060.00
AIPCS II	Vega, Irene	Teacher	$ 59,029.00
AIPCS	**CLASSIFED**	**POSITION**	**SALARY**
AIPCS II	Brewster, Melanie	Clerk II	$ 28,700.00
AIPCS II	Earby, Kay	Health Services Clerk (tempo	$21.55 Hourly
AIPCS II	Ewing ,Mikayla	IA I	$ 28,700.00
AIPCS II	Moghadam, Ahmad	IA III	$ 49,342.00
AIPCS II	Shelmire, Justin	Education Coordinator (Inter	$ 58,207.71
Site	**Recipient**	**Position**	**Salary**

AIMS	CERTIFICATED	POSITION	SALARY
AIMS HS	Abshear .Norman	AP Calc/AP Stats	$ 61,726.00
AIMS HS	Davis, Kanissia	Teacher	$ 57,298.00
AIMS HS	Girgis, Issam	Teacher	$ 58,393.00
AIMS HS	Hudson, Brett	Teacher	$ 61,060.00
AIMS HS	Leehu, Hanyin	Teacher	$ 57,298.00
AIMS HS	Li, Xiatong	Teacher	$ 57,298.00
AIMS HS	Klumker, Donald	Teacher	$ 58,393.00
AIMS HS	Tomboc, Michelle	Teacher	$ 57,298.00
AIMS HS	Wells, Vivian	Teacher	$ 65,788.90
AIMS	**CLASSIFED**	**POSITION**	**SALARY**
AIMS HS	Alejandre, Erika	Health Services Clerk (tempo	$21.55 Hourly
AIMS HS	Esqueda, Margarita	Administrative Assistant II	$ 54,818.00
AIMS HS	Morena, Fatima	Administrative Assistant I	$ 49,995.00
AIMS HS	Nixon, Brenda	Education Coordinator	$ 67,969.09
AIMS HS	Tran,Quang	IA III	$ 53,155.30
AIMS HS	Virk, Parneet	IA I	$17.50 Hourly
Site	**Recipient**	**Position**	**Salary**
AIPCS I	**CERTIFICATED MANAGEMENT**	**POSITION**	**SALARY**
AIMS MS	Defond, Madeleine	Dean of Students	$ 74,695.83
AIMS MS	Teixeira, Katelyn	Counselor	$ 73,875.00
AIMS HS	Tom, Sharon	Dean of Students	$ 79,297.20
CENTRA	**CLASSIFIED MANAGEMENT**	**POSITION**	**SALARY**
CENTRAL	Ahmad Christopher	Data Analyst Manager	$ 118,475.88
CENTRAL	Jordan, Christina	Finance Manager	$ 106,769.76
CENTRAL	Magana, Marisol	Director of Data, Accountability and Operations	$ 122,361.93
CENTRA	**CLASSIFIED**	**POSITION**	**SALARY**
CENTRAL	Lee, Alex	IT Coordinator	$ 67,915.75
CENTRAL	Li, Annie	Administrative Assistant III	$ 57,347.50
CENTRAL	Nicholas, Maya	Executive Assistant	$ 59,054.64

Sites	Recipient	Position	Salary
TERME			
AIPCS II	Jason Whiteman	IA III	$ 39,473.00

AIPCS II	**Bria Wilson**	**Clerk III**	**$**	**34,812.72**
AIPCS II	**Hayden Eller**	**2nd Grade**	**$**	**58,156.00**
AIPCS II	**Latasha Ross**	**2nd Grade**	**$**	**59,915.00**
AIPCS II	**Myja Gardner**	**5th grade**	**$**	**67,767.00**
AIPCS II	**Sandra Chaudhary**	**1st**	**$**	**63,849.00**
AIPCS II	**Stephanie Gaston**	**PE Teacher**	**$**	**59,915.00**
AIMS MS	**Berman, Misha A**	**ELD IA**	**$**	**43,615.00**
AIMS MS	**Chowlah, Javed I**	**Admin Asst II**	**$**	**59,054.64**
AIMS MS	**Chowlah, Shagofta I**	**Teacher**	**$**	**57,298.00**
AIMS MS	**Houston, Nakylah B**	**IA II**	**$**	**43,615.00**
AIMS MS	**Kim, Thomas**	**Music Teacher**	**$**	**60,380.10**
AIMS MS	**Worley, Makaylah**	**Administrative Assitant II**	**$**	**57,322.00**
AIMS HS	**Jard Davis**	**Teacher**	**$**	**62,905.00**
AIMS HS	**Christian LaForge**	**AP English Literature/ Englis**	**$**	**63,849.00**
AIMS HS	**Daphne Ruff**	**Studio Art/ Art II**	**$**	**64,807.00**
AIMS HS	**Jasmine Raines**	**Student Education Coordinat**	**$**	**70,909.09**
AIMS HS	**Omar Murillo Barrios**	**IA II - Spanish I, II / Alg II**	**$**	**44,269.23**
AIMS HS	**Ziyi Zhang**	**Administrative Assistant II**	**$**	**56,474.68**
CENTRAL	**Alem Takesa**	**Clerk I**	**$**	**26,109.54**
CENTRAL	**Hollis, Corey**	**Board Secretary**	**$**	**57,347.50**

AIMS Finance Committee Meeting Item Cover Letter

Item: 2022-2023 Declaration of Need (AIPHS)

Presented By: *Zeke Lopez*

Staff Recommendation:

The Staff recommends the approval of the 2022-2023 Declaration of Need (AIPHS) to be filed with the California Commission on Teacher Credentialing (CTC) for the 22-23 SY.

Committee Approval:

Total Associated Cost: *$0*

Included in Budget? *N/A*

Funding Source: *N/A*

Over/Under Budget? No Amount Over/Under Budget? N/A

Included in LCAP?

N/A

Which LCAP?

N/A

AIMS Finance Committee Meeting Item Cover Letter

Item: 2022-2023 Declaration of Need (AIPCS II)

Presented By: *Zeke Lopez*

Staff Recommendation:

The Staff recommends the approval of the 2022-2023 Declaration of Need (AIPCS II) to be filed with the California Commission on Teacher Credentialing (CTC) for the 22-23 SY.

Committee Approval:

Total Associated Cost: *$0*

Included in Budget? *N/A*

Funding Source: *N/A*

Over/Under Budget? No Amount Over/Under Budget? N/A

Included in LCAP?

N/A

Which LCAP?

N/A

AIMS Finance Committee Meeting Item Cover Letter

Item: 2022-2023 Declaration of Need (AIPCS I)

Presented By: *Zeke Lopez*

Staff Recommendation:

The Staff recommends the approval of the 2022-2023 Declaration of Need (AIPCS I) to be filed with the California Commission on Teacher Credentialing (CTC) for the 22-23 SY.

Committee Approval:

Total Associated Cost: *$0*

Included in Budget? *N/A*

Funding Source: *N/A*

Over/Under Budget? No

Amount Over/Under Budget? N/A

Included in LCAP?

N/A

Which LCAP?

N/A

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: American Indian Public Charter I District CDS Code: 61259

Name of County: Alameda County CDS Code: 6113807

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05/17/2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____
Mailing Address

_____
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	4
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	1
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	2
Special Education	2
TOTAL	14

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Spanish	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☑ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.

CSUEB, CalTEACH, National University, Alliant University, Fortune School, St. Mary's College of California, Umass Global

If no, explain why you do not participate in an internship program.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: American Indian Public High School District CDS Code: 61259

Name of County: Alameda County CDS Code: 0111856

By submitting this annual declaration, the district is certifying the following:

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▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Zeke Lopez		HR Director
Name	*Signature*	*Title*
N/A	415-310-8461	
Fax Number	*Telephone Number*	*Date*

171 12th Street Oakland CA 94607
Mailing Address

zeke.lopez@aimsk12.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

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▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

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AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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CLAD/English Learner Authorization (applicant already holds teaching credential)	2
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	0
Teacher Librarian Services	0

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TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	4
Special Education	1
TOTAL	5

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	2
Chemistry	1
English	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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If yes, how many interns do you expect to have this year? _____

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CSUEB, CalTEACH, National University, Alliant, University, St. Mary's College of California, Umass Global

If no, explain why you do not participate in an internship program.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: American Indian Public Charter II District CDS Code: 61259

Name of County: Alameda County CDS Code: 0114363

By submitting this annual declaration, the district is certifying the following:

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▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Zeke Lopez		HR Director
Name	*Signature*	*Title*
N/A	415-310-8461	
Fax Number	*Telephone Number*	*Date*

171 12th Street Oakland CA 94607
Mailing Address

zeke.lopez@aimsk12.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

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Teacher Librarian Services	0

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TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	14
Single Subject	2
Special Education	1
TOTAL	16

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	2
Science	2
English	3
Social Science	3

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☑ Yes ☐ No

If no, explain._____

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

CSUEB, CalTEACH, National University, Alliant, University, St. Mary's College of California, Umass Global

If no, explain why you do not participate in an internship program.

AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated

Cost:Included in

Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

AIMS K-12 College Prep Charter District
Employment of Relatives Policy

Objective

AIMS K-12 College Prep Charter District is committed to creating a workplace that values employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Scope

To avoid anticipated perceived or actual conflicts due to the employment of a relative, such as favoritism or personal conflicts from outside the work environment, that may be carried into the work environment, AIMS K-12 College Prep Charter District will only hire an employee's relative if:

- Candidates are well qualified for that position
- Candidates for employment will not be working directly for or supervising a direct relative;

This policy applies to all current employees and candidates for employment.

Definitions

"Direct relative" means spouses, parents, grandparents, uncles, aunts, children, siblings, nieces, nephews, or first cousins whether by blood, adoption, or marriage

Procedure

Prior to the employment offer of an employee's relative, the immediate supervisor must complete a signed statement certifying that the candidate for employment or other employment action is not a relative as defined above. Failure to submit the signed statement will result in the delay of the job offer until the statement is submitted. The supervisor and department directors are also responsible for monitoring changes in employee reporting relations after the initial hire to ensure compliance with this policy. Employees are responsible for immediately reporting any changes to their supervisor.

If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Any questions regarding this policy should be directed to your direct supervisor.

I have read and understand the above policy and agree to abide by its guidelines.

Coversheet

Operations Matters

Section: III. Action Items
Item: B. Operations Matters
Purpose: Vote
Submitted by:
Related Material: AIMS_Xerox B9100 Proposal Option 1 (1).pdf
AIMS_Xerox B9100 Option 1 Agreements.pdf
AIMS Contract 2022-23.pdf
Oakland Enrolls MOU for SY23 Enrollment - AIMS Schools.docx.pdf

MRC Smart Technology Solutions
A Xerox Company

Proposal for American Indian Model Schools

171 12th St, Oakland, CA 94607

xerox

Current State

CURRENT Equipment	Mo. Lease Cost	BW Avg Mo Usage	Color Avg Mo Usage	BW Cost Per Copy	Color Cost Per Copy	Total Monthly Cost
D95 - BG2955541 (2nd Floor)	$ 327.69	135,000	0	$ 0.0058	$ -	$ 1,110.69

Proposed Upgrade - 60 Month FMV Lease

NEW Equipment	Mo. Lease Cost	BW Avg Mo Usage	Color Avg Mo Usage	BW Cost Per Copy	Color Cost Per Copy	Total Monthly Cost
PrimeLink B9100	$ 405.69	135,000	0	$ 0.0039	$ -	$ 932.19

Monthly Savings	**$**	**178.50**
Annual Savings	**$**	**2,142.00**
60 Month Savings	**$**	**10,710.00**

Highlights/Benefits



Xerox PrimeLink - Mono Light Production

- **-Speed of 100 pages per minute**
- **-Production Ready Finisher w/50-sheet stapling and 2/3 hole-punch**
- **-High Capacity Tray holds additional 4,000 sheets of paper**
- **-Same footprint and electrical requirements as current D95**
- **-Sustainability: ENERGY Star and EPEAT Silver Certified**

Service Contract

Our comprehensive service contract includes Xerox consumables, telephone support and on-site maintenance of your equipment. This service contract covers parts, labor and travel. It includes the print engine and associated connection.

The proposed recommendation includes removing the current leased device, and installation of the new Xerox equipment.
This quote is valid until 4/30/21 and is subject to change at that time.

Please contact me if you have any questions

Luis Zavalza
Public Sector & Education Technology Specialist
Mobile: 510.320.2428
Email: luis.zavalzamartinez@xerox.com

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Cost Per Image Agreement

Supplier Name-Address: MRC-5657 Copley Dr., San Diego, CA 92111

Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851 | Agreement Number:

CUSTOMER INFORMATION

CUSTOMER

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

EQUIPMENT

QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE* B&W	MONTHLY IMAGE ALLOWANCE* COLOR	EXCESS IMAGE CHARGE** B&W	EXCESS IMAGE CHARGE** COLOR
1	Xerox PrimeLink B9100	0	-	$.0039	-

Meter Billing Frequency (Monthly unless checked): ☐ (Other)

* Included in Base Payment

** Plus applicable taxes

TERM

Initial Term: (in months) 60

BASE PAYMENT - (Monthly frequency unless otherwise noted)

Base Payment (plus applicable taxes): $405.69

Frequency: ☒ Monthly ☐ Quarterly ☐ Annually

Equipment Location (if different from Billing Address):

CUSTOMER ACCEPTANCE

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

Authorized Signer X: | Date: | **Federal Tax ID # (Required):** 94-3309981

Print Name: | Title:

OWNER 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 "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier 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 origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 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 fee, not to 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 XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ('Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, 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 Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS 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, SUPPLIER, 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 hereunder shall continue unabated.**

5. End of Agreement 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 Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such 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 CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent 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 to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter, XFS may increase your Base Payment by the Annual Change (not to exceed 15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement 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 as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay 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 financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (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, which in the aggregate shall not exceed $250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned, YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

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 you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. 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 such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, 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 WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier 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 Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, 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, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

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. 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 acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder 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 disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

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 liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all 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 ACCEPTANCE 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 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 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) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.**

16. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

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

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement 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 Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement 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. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement 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 BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT 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.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT 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 AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder 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 Agreement 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 Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: 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 Agreement 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 hereunder 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 hereunder or refunded to you.

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			2nd Floor

___ See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate
BW Production	0		0.0039

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
Authorized Signature	
Print name	
Title	Date

	MRC Smart Technology Solutions
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 thirty (30) 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 thirty (30) 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 mail, duly addressed, or one day if sent via overnight courier.

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 remaining 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			
Address	171 12th Street			
City	Oakland			
State	CA	Zip	94607	
Contact	Tiffany Tung			
Phone	510-893-8701	Email	tiffany.tung@aimsk12.org	

Total Removal	**1**
Lease Return	1
Disposal	0
Storage	0

Make / Model	Location	Serial #	Lessor	Lease #	End Date	Return Type
Xerox D95	2nd Floor	BG2955541	XFS	010-0028535-003	7/20/2022	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	American Indian Model Schools	Company	*MRC Smart Technology Solutions*
Signature		Signature	
Name		Name	
Title	Date	Title	Date

SCHOOL LUNCH SERVICE CONTRACT
(STANDARD)

This agreement is made on May 10, 2022, between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at **601 Taylor Way, San Carlos, California 94070** (hereinafter "Nob Hill") and and **American Indian Model Schools (AIMS)**, (hereinafter "Client").
American Indian Model School (K-1): 1926 E. 19th St., Oakland, CA 94606
American Indian Model School (2-8): 171 12th St., Oakland, CA 94607
American Indian Model High School: 746 Grand Ave., Oakland, CA 94610

RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Term**. The term of this Agreement shall commence on **August 1, 2022 and** shall continue in full force and effect until **June 2023** unless otherwise terminated pursuant to the termination provisions of this Agreement. Notice of intent to terminate shall be given by a party desiring to terminate this contract a minimum of sixty days (without cause) or thirty days (with cause) prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 15 below. Any such automatic renewal shall be subject to adjustments in pricing as agreed upon by the parties. The Pricing Grid, Exhibit B hereto, shall be modified and attached hereto as a modification of this contract from time to time.

2. **Services Provided**. Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu.

B. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with the institution and performance of a school lunch program during the current school year. Service for summer requires a separate contract.

Initials: _____

3. **Delivery, Charges and Billing**.

A. The basic price per meal served shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties. Price increase for future years shall not exceed Consumer Price Index (CPI) for that given year.

B. All meal service ordered by Client for free of charge or reduced charge meals shall be billed monthly unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of receipt of the invoice. Client must notify Nob Hill within 72 hours of receipt of any discrepancy in the invoice. If all sums due is not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of (5%) per month shall be paid on all unpaid sums in addition to the amount originally invoiced. Client agrees to pay said service charge upon presentation. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charged meals or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise the Nob Hill account representatives identified as, Michael Giouzelis of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service, time of delivery and the like, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any

Initials: _____

such order. Notice shall be given by email and pursuant to the provisions of Paragraph 15 below.

F. Each meal delivery shall be accompanied by an assortment of milk items in such a manner that there shall be one beverage available for everyone for whom a meal is provided. However, the beverage items shall be in the form of an assortment (1% and Fat-Free) of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on any delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide appropriate utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that "extras" are available for consumption only upon payment therefore.

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to The LunchMaster corporate office prior to delivery driver leaving the delivery location so that missing items can be delivered before meal service. If missing component was not delivered before meal service, American Indian Model School (AIMS) will only be invoiced for all complete meals served to students not incomplete meals.

J. Client agrees that all Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the "off" position upon termination of usage. Any damage to Nob Hill equipment occasioned by lack of reasonable care in the use of said equipment shall be reimbursed to Nob Hill by Client on presentation of documentation reasonably establishing the cost of repair.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by volunteers at which Nob Hill provides only a "drop off" service, Nob Hill shall provide

Initials: _____

Client with training materials appropriate for use by volunteers with respect to appropriate and healthy food distribution methods. ~~If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.~~

4. **Party Representatives**.

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is **Tiffany Tung**, whose job title is **Data, Accountability and Operations Manager**. The contact information for the initial site contact person is: tiffany.tung@aimsschools.org. Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

B. Nob Hill shall designate account representatives responsible for administration of the school account. The initial Nob Hill account representatives shall be **Michael Giouzelis** and/or **The LunchMaster Office Staff**. The contact information for the School Representatives is: mike@nobhillcatering.com and/or lmadmin@thelunchmaster.com. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues of concern regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representatives as soon as is reasonably practical under the circumstances to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

5. **Termination by Client or Nob Hill**.

A. If Client desires to terminate this Agreement for the convenience of client, Client shall give a minimum of sixty days' notice (without cause) and thirty days' notice (with cause) of termination. Notice shall be given in the manner described in Paragraph 15 below.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be

Initials: _____

notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 15 below or Nob Hill may elect to continue service until the termination date.

D. If client has not otherwise terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience. Good cause shall not be required for termination under this paragraph. If service is terminated pursuant to the terms of this paragraph, Nob Hill shall give a minimum of thirty (30) days written notice to termination in the manner described in Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 30 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 10 days of notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

Initials: _____

6. **Food Quality Standards**.

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (except for breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced-price meal.

7. **Field Trip Requirements.**

A. Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Notification for field trip lunches shall be given no later than seven business days via email. Client is responsible for notifying and clarifying Nob Hill of any adjustments from regular meals ordered that day. Any cancellation is to occur no less than three business days in advance.

8. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

Initials: _____

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

Nob Hill Catering, Inc. Agrees to:

1. Ensure each meal provided to the agency under this agreement meets minimum requirements as to the nutritional content as specified by NSLP Meal Pattern, which is excerpted from regulations 7 CFR Part 210.10 and 220.8 or an approved National School Lunch Program option.

2. Maintain full and accurate records that document: (1) the menus were provided to the agency during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using field factors for each food item as listed in the United States Department of Agriculture Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

3. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase of otherwise availability to the vendor of the meal components and quantities itemized in the meal preparation records.

4. Maintain daily, an accurate count of the number of meals, by meal type, prepared for and delivered to the agency. Meal count documentation must include the number of meals requested by the agency.

5. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or for 3 years after the end of the audit). Upon request, make all accounts and records pertaining to the agreement available to the certified public accountant hired by the agency, representatives of the California Department of Education, USDA, and the office of the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.

6. The vendor shall surrender to the SFA upon termination of the agreement all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and

Initials: _____

procurement documentation. The records shall be in appropriate order and complete.

7. Nob Hill Catering, Inc. will indemnify, defend, and hold harmless **AIMS, American Indian Model Schools** and its directors, officers and employees from and against any material liabilities, losses, expenses (including reasonable attorney's fees), cost and damages (collectively "Damages") arising out of or relating to breach of any material representation, warranty or covenant of Nob Hill Catering, Inc. under this Agreement. The indemnification obligations of Nob Hill Catering, Inc. shall not apply to the extent that the applicable damages are directly caused by **American Indian Model Schools** or any of its agents, contractors or employees.

8. Nob Hill Catering, Inc. will keep and maintain Commercial general liability insurance, including extended coverage for product in an amount no less than one million dollars (1,000,000.00) for each occurrence for any liability resulting from incidents of improper product preparation, contamination or transport or breach of any representation, warranty or covenant of Nob Hill Catering, Inc. under this agreement. Nob Hill Catering, Inc. will provide **American Indian Model Schools** with a certificate evidencing insurance in the amount required above naming **American Indian Model Schools** as an additional Insured and specifying that the coverage will not be canceled or modified without 30 days of prior written notice to **American Indian Model Schools.**

9. If Delivery / Production records are not delivered upon delivery, Nob Hill must be notified by phone and email upon school noticing that paperwork is missing. Nob Hill will deliver paperwork before lunch service. If Nob Hill fails to deliver Delivery / Production paperwork for that day service, Nob Hill will issue credit ONLY.

Certifications:

If this agreement is more than $100,000.00, the agency and the vendor shall comply with all applicable standards, orders, or regulations issued:

a) Section 306 of the Clean Air Act (42 USC 185h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations.

b) Certification regarding Lobbying Pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)

c) Disclosure of Lobbying activities pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)

Nob Hill certifies that they are in compliance with:

a) Energy Policy and Conservation Act (OMB Circular A-102, Attachments o, paragraph 14.j)

Initials: _____

b) Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)

c) Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Department of Labor Relations.

10. **Force Majeure**. Neither party shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes and other natural disasters.

11. **Entire Agreement**. This contract contains all the covenants between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment**. This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment**. Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees**. If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. Mediation. The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of

competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny attorney's fee to that party that the non-participating party would otherwise have been entitled to an award of attorney's fees.

B. The parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discover shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

C. Exclusive jurisdiction and venue with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices**. Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

Initials: _____

Nob Hill Catering Inc.

601 Taylor Way
San Carlos, CA 94070
lunchmaster@nobhillcatering.com

American Indian Model Schools:

171 12th Street
Oakland, CA 94607
tiffany.tung@aimschools.org

Dated: _____

NOB HILL CATERING, INC.

_____
By: Michael Giouzelis

Dated: _____

AMERICAN INDIAN MODEL SCHOOLS

_____
Print Name:

EXHIBIT A
MEAL SERVICE DETAIL

1. Ingredients that may not be used (within reasonable capability of Nob Hill):

   _____
   _____

2. Beverage service (Unless otherwise noted, beverage service shall be an assortment of 1% milk, non-fat white and non-fat chocolate milk & Water):

   _____
   _____
   _____

3. Service shall be provided Monday through Friday unless noted below:

   _____

4. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

   _____

5. Field trip:

   See Paragraph 8.

6. Cancellation and refund policy:

   Cancellation policy is detailed in Paragraph 11 of the attached Addendum.

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EXHIBIT B
PRICING GRID
Daily Cost Breakdown

Meal Type	Basic Price Per Meal	Price Per Meal 2022-2023
Breakfast	$2.25	$2.25
Regular Lunch (K-8)	$3.50	$3.50
Late Regular Lunch (K-8)	N/A	N/A
Large Lunch (9-12)	$3.75	$3.75
Late Large Lunch (9-12)	N/A	N/A
Vegan/GF Lunch (K-8)	$3.50	$3.50
Vegan/GF Lunch (9-12)	$3.75	$3.75
Snack	$0.98	$0.98
Field Trip Lunch	$3.75/$4.00	$3.75/$4.00
Regular Lunch (K-8) Shelf Stable	$4.10	$4.10
Seamless Summer Lunch	$3.50	$3.50

Initials: _____

ADDENDUM TO SCHOOL LUNCH SERVICE CONTRACT
(NATIONAL SCHOOL LUNCH PROGRAM)

This Agreement shall supplement the School Lunch Service Contract Agreement dated May 31st, 2022 between **NOB HILL CATERING, INC.,** a California corporation DBA **The LunchMaster** (hereinafter "Nob Hill") and **American Indian Model Schools (AIMS)**, located at **171 12th Street, Oakland CA 94607**. (hereinafter "Client"). The purpose of this Addendum is to provide additional detail to the agreement between the parties to comply with the requirements of the National School Lunch Program. This Addendum shall be effective on the date of the underlying vending agreement and shall terminate upon termination of the underlying Agreement.

1. In addition to the term of the Agreement as set forth in Paragraph 1 of the underlying Agreement, the parties understand that despite the duration of the contract as set forth in Paragraph 1, pursuant to the requirements of the National School Lunch Program, pricing as set forth on Exhibit B (Pricing Grid) must be reviewed and agreed upon annually in a manner consistent with the requirements of the National School Lunch Program. A new Pricing Grid shall be agreed upon and attached to the underlying Agreement annually.

2. In addition to the matters set forth in Paragraph 2 of the underlying agreement, the following shall apply:

a. Nob Hill shall prepare and institute a program in compliance with the School Nutrition Programs, Child and Adult Care Food Program, and the Summer Food Service Program, including after school snack and supper programs. Upon request, Nob Hill shall undertake such steps as shall be necessary to provide a Seamless Summer Program pursuant to the provisions of the National School Lunch Program. To the extent reasonably possible, Nob Hill meals meet the National School Lunch and School Breakfast Program requirements using offer versus serve and utilizing the HHFKA food based menu planning type, and the requirements of the Child and Adult Care Food Program, After School Snack and Supper Program. Although Nob Hill attempts to ensure compliance with all program requirements, Nob Hill cannot be responsible for the failure of third party vendors or others to inform Nob Hill of changes to products which may not comply with government program requirements.

Initials: _____

b. Individuals responsible for ordering meals shall be required to estimate the number of students desiring milk service and each of the fruit and vegetable choices upon entering orders. It is understood that milk orders shall be used solely for service with meals as ordered. The responsible parties shall not over order for purposes of "stockpiling" or storing milk products for alternate uses. Nob Hill reserves the right to charge separately, cancel service or take such other steps as shall be necessary if "stockpiling" shall occur. It is understood that milk and milk products shall be stored and refrigerated properly upon delivery. Milk for breakfast service and field trips will be delivered the day prior to service. Milk for lunch, supper, and snack will be delivered for same day consumption.

3. Lactaid and/or soymilk products as dairy substitute shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to use those products. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. Lactaid shall be provided at the same price as is milk. Soymilk is subject to additional charge to be agreed upon.

4. Vegan/gluten free meals shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to receive vegan/gluten free meals. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. If a student desires to receive vegan/gluten free meals without written evidence from a licensed physician that the participant requires such meals, vegan/gluten free meals will be provided at an additional charge to be agreed upon.

5. All orders shall be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. Nob Hill reserves the right to decline any orders received after that deadline. Any orders received and accepted by Nob Hill after the deadline set forth in this paragraph shall be subject to a late fee in the sum of $50.00 per order (regardless of the number of meals ordered). Upon delivery of meals, Nob Hill shall provide such documentation as is necessary to comply with the requirements of the National School Lunch Program.

6. The parties understand that milk and other dairy products are volatile and subject to spoilage if not refrigerated or otherwise cared for properly. If dairy products shall, in the opinion of Client, not be consumable due to spoilage, upon providing evidence of such spoilage to Nob Hill, Client shall be credited for those specific items which are spoiled. Entire shipments shall not be credited, only those specific items which were spoiled. Any items as to which a claim of spoilage is being made shall be returned by Client to Nob Hill for inspection if reasonably possible. If return is not possible, Client shall undertake such steps as shall be reasonably available to document spoilage,

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including but not limited to photographs of all items alleged to be spoiled. All items as to which there is a claim of spoilage, which are not returned to Nob Hill or as to which evidence of spoilage is not provided, shall not be subject to credit.

7. If Client desires, for any reason, to partially cancel service under the terms of this contract and addendum thereto, Client shall give ten (10) days written notice of its partial cancellation of service. For purposes of example only, if Client has contracted for breakfast, lunch and snack service and desires to cancel one of the three services contracted for, the provisions of this paragraph requiring a ten (10) day notice of cancellation shall apply. If, however, Client desires to cancel all services provided pursuant to the underlying contract and this addendum, the standard cancellation procedures set forth in the underlying contract shall apply.

8. All requirements of the School Lunch Service Contract set forth in Paragraph 8 regarding field trips shall be applicable to the National School Lunch Program service. All orders must be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. In the event of timely notification, bag lunches shall be delivered on the day prior to the field trip. Client must be able to refrigerate all items requiring refrigeration overnight for use the next day. Nob Hill shall not be required to deliver bag lunches for use by program participants on field trips other than at the time of regular delivery or the day preceding pursuant to the terms of this paragraph.

9. With respect to the School Nutrition Programs, cancellation and refund timing shall be as set forth below. To cancel service or change service, the following grid shall apply:

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
To make a change or cancel for:	Previous TH by 4 PM	Previous Fri by 4 PM	Monday 4 PM/same week	Tuesday 4 PM/same week	Wed 4 PM/same week

10. This paragraph is intended to supplement Paragraph 2 of the School Lunch Service Contract. Client agrees that a staff member shall be available at the time of delivery to count all items delivered and check the items for spoilage. The Nob Hill driver shall remain onsite in order for the Client to complete the count for a period of no more than 10 minutes following the arrival of the driver. The driver shall have available appropriate receipts or other documentation for the school representative to sign regarding the sufficiency of the delivery. Any delivery shortage discovered following the departure of the driver shall not be credited.

11. With respect to Paragraph 3 of the School Lunch Service Contract, it is understood that billing for free and reduced-price meals shall be on a weekly basis consistent with Paragraph 3.B of the underlying Agreement. Payment shall be consistent with said Paragraph 3.B.

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12. Client is hereby granted an option to extend the School Lunch Service Contract to which this Addendum is attached for three (3) additional periods of one (1) year, the renewal to commence upon the anniversary date of the commencement of this Contract and each anniversary date thereafter for a maximum of three (3) years. In order to renew this option, Client shall notify Nob Hill of its election to renew pursuant to the procedures set forth in Paragraph 15 of the School Lunch Service Contract. Upon notification of Client electing to renew, the contract shall be renewed upon all terms and conditions, subject only to adjustment of pricing as set forth on Exhibit B to the School Lunch Service Contract. Client shall exercise its option to renew prior to termination of the previous contract term. Nob Hill shall notify Client of any modification of pricing terms within thirty (30) days of receipt of notification of exercise of the option to renew. Upon notification of pricing adjustments, Client shall have a period of fifteen (15) days within which to either accept the adjustments or terminate this contract and any extension thereof in its entirety. Except as specifically provided herein, all terms and conditions of the School Lunch Service Contract entered between the parties shall remain in effect, unmodified.

Dated: _____

NOB HILL CATERING, INC.

_____
By: Michael Giouzelis

Dated: _____

AMERICAN INDIAN MODEL SCHOOLS

_____
Print Name:

Oakland Enrolls	**OAKLAND ENROLLS MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING CHARTER PARTNERS (2022-2023 School Year)**

This **Memorandum of Understanding** ("**MOU**") is entered into by _American Indian Model Schools_ ("**Charter Partner**") and Oakland Enrolls, a California Nonprofit Public Benefit Corporation, effective August 1, 2022 ("**Effective Date**") Charter Partner and Oakland Enrolls are sometimes referred to in this MOU individually as "**Party**" and together as "**Parties.**"

BACKGROUND

Oakland Enrolls is responsible for the Oakland common charter application project. Prior to the Oakland common charter application project, a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process. The Oakland common charter application project aims to address this problem, in collaboration with schools and other stakeholders, by providing a simplified enrollment process, where families can use a single platform to fill out one application for charter schools, applying to multiple schools at once. Charter Partner wishes to participate in this Oakland common charter application project, in order to enhance school choice, make the process for families easier, and share data to gain more insight into application and enrollment trends in Oakland. Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

RIGHTS AND RESPONSIBILITIES

1. Description of Oakland common charter application Project.

a. ***Timeline*** – Charter Partners participating in the city-wide charter enrollment system will follow the following timeline for the 2022 - 2023 School Year ("**SY**"), in service of preparing for the 2023 - 2024 enrollment year. The timeline is subject to change at the discretion of Oakland Enrolls, and Charter Partner will be required to follow any changes implemented by Oakland Enrolls:

- September 30, 2022 – Review and finalize lottery preferences for SY 2023-2024
- November 14, 2022 – On-Time application launch for SY 2023-2024
- December 9, 2022 - Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2022
- January 2023 – Lottery verification
- February 3, 2023 – On-Time applications due
- February 6, 2023 – Late applications launch
- March 6-8, 2023 – Schools run lotteries, offers remain in Pre-Offer status
- March 9, 2023 – All offers made public by Oakland Enrolls
- March 23, 2023 – On-Time lottery confirmation deadline
- March 24, 2023 – Bulk rescind of On-Time lottery offers by Oakland Enrolls
- May 24, 2024 – Application closes for all schools (best guess date)

b. ***Key System Functionalities of Charter Enrollment Program***

i. *Multiple Languages*: the common application is available in five languages (English, Spanish, Chinese, Arabic, Vietnamese) .

ii. *School Offer and Acceptances:* A family is only allowed to accept one offer per student in the common charter application system.

iii. *On-Time Lottery Offer Launch:* All Charter Partners will publicize On-Time lottery offers to families on the same date via Oakland Enrolls.

iv. *On-Time Lottery Offer Rescind:* Oakland Enrolls will automatically rescind any outstanding On Time lottery offers on the same date, March 24, 2023. Oakland Enrolls' standard messaging gives families 10 business days to accept an offer, but schools may choose to use their own messaging and timeline..

c. ***Data Sharing Features*** – The Oakland common charter application project involves and requires data sharing related to applications, enrollments, transfers, waitlists, and accepted offers, as follows:

i. By the start of December 2022, Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2022;

ii. Oakland Enrolls will use the CALPADS data to assess the full enrollment pipeline, subgroups enrollment information, and pipeline attrition (see Oakland Enrolls – Spring Enrollment Reports). Oakland Enrolls agrees to handle this data in accordance with the terms set out in **Appendix C**.

iii. Oakland Enrolls will share the CALPADS data with third parties for research purposes.

iv. Shared data will also be used for joint marketing and outreach activities by the Parties and Oakland Enrolls' individual marketing and outreach activities, in accordance with applicable law.

v. Select data may be shared with OUSD and/or research partners as part of the Community of Schools work and/or to enhance the family experience.

vi. Charter Partner represents and warrants that in assigning the applicable Student Profile Data to and sharing information with Oakland Enrolls including, but not limited to (Confidential Information as defined in **Appendix C**) that Charter Partner is in compliance with the provisions of FERPA, and any amendments thereto. Oakland Enrolls represents and warrants that it is also in compliance with any applicable provisions of FERPA, if any, and any amendments thereto. Furthermore, Charter Partner represents and warrants that it has the requisite consents and is allowed under FERPA, and other applicable laws, to assign Student Profile Data with Oakland Enrolls that Oakland Enrolls would then share with third parties for research purposes. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose or share information in a manner not allowed by state or federal law or regulation.

2. Charter Partner's Commitments.

a. Charter Partner will complete the following Appendixes prior to signing and returning the MOU:

i. **Appendix A** – Confirmation of Commitments and Services.
ii. **Appendix B** – Key Organization Contacts

b. Oakland Enrolls implements the charter enrollment program, in part, through an online school enrollment platform. To participate in the charter enrollment program, Charter Partner must create a portal and give Oakland Enrolls access to Charter Partner's portal. Charter Partner agrees and understands that in order to maintain the health and efficiency of the common application, Oakland Enrolls will have certain access to data and the permission to alter data on Charter Partner's portal.

c. Charter Partner will be responsible for ensuring that the applications are accurate and updated in accordance with parent and/or legal guardian wishes.

d. Charter Partner will only accept applications to its school(s) through the Oakland Enrolls common charter application project. All applicants to Charter Partner's school(s) must submit an Oakland Enrolls common charter application during the On-Time (Open Enrollment) and/or Late (Post Enrollment) Application periods during the common application timeline. Charter Partner will not create or distribute a school-specific application for any grades it serves and will only accept applications per the Oakland Enrolls common application timeline.

e. Charter Partner will provide information to Oakland Enrolls for school choice collateral in a timely fashion and is responsible for updating its editable online school finder profile and attributes as necessary.

f. Charter Partner will use Oakland Enrolls' tools and protocols for lotteries, waitlist management, collecting verification documentation, and communicating offers to families. If the tools provided by Oakland Enrolls cannot accommodate specific lottery configurations, Oakland Enrolls will collaborate with the software vendor and Charter Partner to develop a solution.

g. Charter Partner will not require verification documentation before running any lottery unless approved by Oakland Enrolls.

h. Charter Partner will publicly post on each of its schools' websites links to Oakland Enrolls website and display the common application verbiage and lottery date(s) on or before launch as specified in 1.a.

i. Charter Partner will have the appropriate people in its organization review Oakland Enrolls' training materials, best practices, and checklists. Charter Partner will ensure staff attend training session(s) as required.

j. ***Participation Requirements and Estimated Fees***

i. *Required - Enrollment System Requirements*: Charter Partner will purchase the following application modules through Oakland Enrolls for a licensing period of September 1, 2022 through August 31, 2023:
    1. Common Application, Communication, Lottery, Waitlist with a cost of $4,200 per school

ii. *Required - Enrollment System Support Service Tier:* Charter Partner must purchase *ONE* of the following Oakland Enrolls tiered support packages for a period of August 1, 2022 through July 31, 2023. Please see **Appendix E** for a more detailed description of service tiers.
    1. *Baseline Support:* Standard Operations Support, Standard Marketing & Recruitment Support, Standard Data & Analysis, Network Benefits, Oakland Enrolls Council Membership. $4,120 per school
    2. *Light Support:* Additional Operations Support, Standard Marketing and Recruitment Support, Additional Data & Analysis, Network Benefits, Oakland Enrolls Council Membership. $6,180 per school
    3. *Medium Support:* Additional Operations Support, Additional Marketing and Recruitment Support, Additional Data and Analysis, Network Benefits, Oakland Enrolls Council Membership. $10,300 per school
    4. *Intensive Support:* Additional Operations Support, Additional Marketing and Recruitment Support, Additional Data and Analysis, Charter Advocacy, Network Benefits, Oakland Enrolls Council Membership. $15,450 per school

iii. *Optional - Oakland Enrolls additional services*: Charter Partner may opt to purchase the following optional Oakland Enrolls services (dates of service). Please see **Appendix F** for a more detailed description of optional services.
    1. On-Time Applications Operations Support (Nov 2022 – Feb 2023). $3,090 per school.
    2. Custom Outreach & Marketing Plan and Support (Sep 2022 – Apr 2023). $2,575 - $8,755 per school depending on level of service.
    3. Graphic Design Support (Sep 2022 - Feb 2023). $3,400 - $5,850 depending on level of service.
    4. Seat Offer Tool and Custom Reports (varies). $2,575 per school
    5. Managing Ongoing Offers (Mar 2023 – Jun 2023). $3,090 per school.

iv. *Optional - Enrollment System components*: Charter Partner may opt to purchase additional modules from the software vendor, including registration and re-enrollment modules, if applicable. Oakland Enrolls recommends the module license(s) start/end dates align with the Common Application license:

k. Summary of Roles and Responsibilities

i. Oakland Enrolls has summarized roles and responsibilities for Charter Partner, Oakland Enrolls, and the software vendor to help provide clarity around who is responsible for what. This is not meant to be comprehensive, rather a summary to provide guidance. See **Appendix D**.

l. ***Indemnification*** – Charter Partner agrees that it will defend, indemnify and hold harmless Oakland Enrolls and its officers, directors, employees, and agents (collectively, the “indemnified parties”) against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities,

including attorneys' fees, to which any Indemnified Party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, breach of this MOU, dishonesty or fraud of or by Charter Partner, its agents, employees or representatives.

m. ***LIMITATION OF LIABILITY.*** CHARTER PARTNER AGREES AND UNDERSTANDS THAT OAKLAND ENROLLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT OAKLAND ENROLLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES. OAKLAND ENROLLS' MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS MOU SHALL BE LIMITED TO THE AMOUNTS PAID BY CHARTER PARTNER TO OAKLAND ENROLLS UNDER THIS MOU.

3. **Oakland Enrolls' Commitments.** In addition to the services described elsewhere in this MOU, Oakland Enrolls commits to the following:

a. Charter Partner's participation in the uniform charter enrollment program will be fully supported by Oakland Enrolls, with training and development of school staff, standard operating procedures, communication templates and best practices, direct support provided to families, school and sector-level data analysis, and information sharing including real-time visibility of applications to Charter Partner's school(s).

b. Oakland Enrolls may collaborate with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards a citywide application system.

Oakland Enrolls is and will continue to explore new policies to enhance the universal enrollment process. In assessing new policies, Oakland Enrolls retains ultimate decision-making authority to decide what policies to implement and how, but it commits to bringing potential policies to the Council for review.

4. **Mutual Commitments, Terms and Conditions.**

a. ***Term*** – The term of this MOU is from August 1, 2022 to July 31, 2023 ("**Term**"), at which point Oakland Enrolls shall have no obligation or duties to Charter Partner to provide services under this MOU. Charter Partner's obligation to pay any fees due under this MOU shall survive the Term of this MOU. The provisions of section 3(k) and 3(l), all of the provisions of section 4, and any other provision reasonably intended to survive the Term of this MOU will survive the termination or expiration of this MOU.

b. ***Governing Law*** – This MOU is governed by California law, without regard to any conflict of laws rules. Each Party consents to exclusive jurisdiction and venue of state or federal courts located in Oakland, California.

c. ***Assignment*** – Charter Partner may not assign its rights or obligations under this MOU without the express prior written consent of Oakland Enrolls.

d. ***Integration, Modification, Waiver*** – This MOU, and its appendixes, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written relating to Oakland Enrolls and the Oakland common charter application project. This MOU may be amended or modified only in writing, signed by all Parties. No delay or omission by Oakland Enrolls in exercising any right under this MOU will operate as a waiver of that or any other right provided for in this MOU.

e. ***Counterparts, Electronic Signatures and Delivery*** – This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this MOU by facsimile, electronic mail as an attached file (e.g., pdf), or by any other electronic means (e.g., DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this MOU's validity.

WITH INTENT TO BE BOUND, Charter Partner and Oakland Enrolls, by signature of their authorized representatives, have executed this MOU as of the Effective Date.

Accepted and agreed to by: American Indian Model Schools		Accepted and agreed to by: Oakland Enrolls	
Signature:	_____	Signature:	Lisa Gibes de Gac
Name:	_____	Name:	Lisa Gibes de Gac
Title:	_____	Title:	Executive Director

APPENDIX A:

Confirmation of Commitments and Services for

August 1, 2022 through July 31, 2023

Charter Partner will purchase:	Brief Description	Cost Per School
Required Services		
✓ **Yes**	Common charter application with modules: application, communication, lottery, and waitlist. Fee includes enhancements and translation costs	**$4,200 per school**
Required Enrollment System Support Service Tier: Charter Partner must purchase ONE of the following Oakland Enrolls tiered support packages for a period of August 1, 2022 through July 31, 2023. (see Appendix E for description of services). **Please choose a Tier below by checking the box on the left. We have noted what you Tier you chose last year for your reference.**		
	Baseline Support *(what you chose last year)*	**$4,120 per school**
	Light Support	**$6,180 per school**
	Medium Support	**$10,300 per school**
	Intensive Support	**$15,450 per school**
Optional Services offered by Oakland Enrolls (see Appendix F for description of services). **Please choose a service below by checking the box on the left.** ***Note: the items below are Oakland Enrolls services, not software modules.***		
	On-Time Applications Operations Support	**$3,090 per school (Nov 2022- Feb 2023)**
	Custom Outreach & Marketing Plan and Support	**$2,575 - $8,755 per school (Sep 2022 – Apr 2023)**
	Graphic Design Support	**$3,400 - $5,850 per school (varies)**
	Seat Offer Tool and Custom Reports	**$2,575 per school (varies)**
	Managing Ongoing Offers	**$3,090 per school (Mar 2023 – Jun 2023)**
Total Cost		

AIMS College Prep Elementary formerly known as American Indian Public Charter School II (AIPCS II), AIMS College Prep Middle School formerly known as American Indian Public Charter School (AIPCS), and American Indian Public High School	**# Schools**	3	**TOTAL COST**	

Accepted and agreed to by: American Indian Model Schools

Signature: _____

Name: _____

Title: _____

APPENDIX B:

Key Systems & Organization Contacts

In the spaces provided below please review, update, and/or identify the key systems and contacts in your organization for each of the following roles. If a staff member serves multiple roles, please enter their name and contact information for each role.

Representative for Oakland Enrolls Council: Each Charter Partner should have at least one member on the Oakland Enrolls Council. Ideally, council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their organization. Oakland Enrolls expects a council member to attend quarterly meetings to participate in key decision making.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 x.13 C: 510 220-9985

Lottery Configuration Signatory: A person with **the authority to** review and approve final lottery preferences, weightings, and quotas prior to the On-Time launch. For a multi-school organization, please list a lottery configuration signatory for each school.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 x.13 C: 510 220-9985

Special Education information: Each Charter Partner should identify an individual, ideally an individual at each school, who Oakland Enrolls can contact when families have questions about Special Education services.

School(s)	Name	Title	Email	Phone
AIMS All 3	Tiffany Tung	Operations Manager	tiffany.tung@aimsk12.org	(510) 893-8701 x23

Website Updates: Each Charter Partner should identify an individual at each school who Oakland Enrolls can contact when website updates are required. This may be a centralized role for a CMO or each school may have individual contacts.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 x.13 C: 510 220-9985

Operations contact(s): Charter Partner may have as many operations contacts as needed, with at least 1 per school. Operations contacts are staff at your organization who deal with applications and enrollment on a regular basis and need to be “in-the-know”. Please clearly identify the lead operations contact for each individual school in your organization (if applicable).

School(s)	Name	Title	Email	Phone
AIMS Elementary	Kevin Ma	Clerk	kevin.ma@aimsk12.org	510-893-8701

AIMS Elementary	Evelin Palacios	Clerk	evelin.palacios@aimsk12.org	510-893-8701
AIMS Elementary	Bria Wilson	Clerk	bria.wilson@aimsk12.org	510.893.8701
AIMS All 3	Alexander Lee	Administrative Assistantt	alexander.lee@aimsk12.org	(510) 893-8701 x19
AIMS All 3	Tiffany Tung	Operations Manager	tiffany.tung@aimsk12.org	510) 893-8701 x23
AIMS All 3	Mayra Contreras	Administrative Assistant/Registrar	mayra.contreras@aimsk12.org	(510) 893-8701
AIMS All 3	Laila Ahmad	Administrative Assistant	laila.ahmad@aimsk12.org	(510) 893-8701
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 X.3 C: 510 220-9985
AIMS All 3	Chaniel Clark	Enrollment Coordinator	chaniel.clark@aimsk12.org	(708) 238-7699

Outreach contact(s): Oakland Enrolls wants to ensure we have a clear point of contact at each participating school for outreach activities so we can stay in the loop on school level outreach and ensure staff are aware of Oakland common charter application activities. This may be the same person as previously listed or another person (and may vary school-to-school). Our goal is to get a better understanding of how much outreach Oakland Enrolls and school partners do throughout the community.

School(s)	Name	Title	Email	Phone
AIMS All 3	Laila Ahmad	Administrative Assistant	laila.ahmad@aimsk12.org	(510) 893-8701

School Information System (SIS): _____

School Student Registration System (SchoolMint, Aeries, etc):

APPENDIX C:

Policy Regarding Data Shared under the MOU

One of the purposes of the MOU is the sharing of information by Charter Partners with Oakland Enrolls to enable Oakland Enrolls to analyze enrollment data, in a manner that is consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), in order to develop reports regarding application, offer, and acceptance patterns. Oakland Enrolls agrees to abide by the following policies with respect to certain data shared with it under the MOU.

1. In the performance of its services under the MOU, Oakland Enrolls may have access to or receive "Confidential Information," which shall include: (i) student data comprised of (a) directory information, or (b) aggregate and individual level student information, including information that identifies or could reasonably be used to identify a particular student; and (ii) school level data comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular school. Confidential Information does not include any information that (x) is or becomes generally known or available by publication, commercial use or otherwise through no fault of each Party; (y) lawfully obtained by each Party from a third party who has the right to make such disclosure; or (z) is released for publication by another Party in writing.

2. Oakland Enrolls will exercise at least the same degree of care with respect to Confidential Information that it uses with its own data and confidential information, but in no event less than reasonable care, to protect the Confidential Information from unauthorized use or disclosure. For example, Oakland Enrolls agrees to limit internal distribution of Confidential Information only to its employees and agents who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited.

3. When transmitting Confidential Information, Oakland Enrolls will take reasonable steps to ensure that the following things are done:
    a. Confidential Information is encrypted prior to transmitting it electronically.
    b. Descriptions of the Confidential Information are not included with passwords.
    c. Physical copies of Confidential Information are secure under lock and key, or that other sufficient physical access control measures are in place to prevent unauthorized access.
    d. Confidential Information stored on portable or removable electronic media, such electronic CDs, DVDs, or flash drives, is encrypted and that such media is stored under lock and key or in another controlled manner to prevent unauthorized access.
    e. That workstations and laptops are password protected and that enabling screen locks are activated.

4. Within five business days of becoming aware of an unauthorized use or disclosure of Confidential Information, Oakland Enrolls shall promptly provide an impacted Charter Partner with notice of the unauthorized use or disclosure. In the event of an unauthorized use or disclosure, Oakland Enrolls shall cooperate with a remediation that Charter Partner reasonably determines is necessary to fulfill any reporting obligations required by law and to mitigate any effects of such unauthorized use of disclosure of the Confidential Information, including measures necessary to restore good will with teachers, students, or other stakeholders.

APPENDIX D:

Purpose: Provide guidance on primary and secondary responsibilities around key Oakland common charter application activities throughout the school year.

	Oakland Enrolls	Participating Schools	Software Vendor
Gather Info for Application, Lotteries	primary	secondary	
Confirm Lottery Preferences	secondary	primary	
Build Application	secondary		primary
Manage Application, Provide Translations, Provide Messaging	primary	secondary	
Data Clean Up: Duplicates (no data shared with any party aside from school or applying family)**	only (On-Time)	only (Late)	
Support Lottery Setup	secondary		primary
Confirm/Approve Lottery Setup		only	
Run Lottery		only	
Build Registration Packets		primary	secondary
Setup Online Registration		primary	secondary
Manage Online Registration		primary	secondary
Ongoing Operations Support	primary (depending on level)		primary (depending on level)
Product User Training	primary		secondary
SchoolFinder Updates	secondary*	primary	
Outreach: School-specific		only	
Outreach: General process	primary	secondary	

Primary – main party responsible for ensuring completion of the task
Secondary – support the main party with technical support, guidance, implementation support, and/or feedback
Only – sole party responsible for the task
* Oakland Enrolls makes bulk updates to the school finder around key dates and data, schools are responsible for school profile maintenance
** Oakland Enrolls only does Data Cleanup during the On-Time enrollment period

APPENDIX E: Oakland Enrolls Tiered Services Requirement

Purpose: Describe the tiered services offered by Oakland Enrolls in more detail. Schools must choose one level of support.

Baseline Support	Light Support	Medium Support	Intensive Support
$4,120	$6,180	$10,300	$15,450
Operations - Operations Scorecard - Access to resource folder - Operations Newsletter - Operations Calendar - Operations Trainings - Creating portal logins for school admins - Standard automatic messaging - Support with troubleshooting, lottery setup, and registration (from software vendor support team only) - Ad hoc data pulls for aggregate student information **Marketing & Recruitment** - Website language for On-Time & Late application period - Virtual School Enrollment Fair **Data & Analysis** - OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes **Network Benefits** - Participate in a network that includes over 97% of Oakland's charter schools - Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement - Contributing to a system striving for equity in enrollment practices - Community of support and solidarity in face of shifting political winds **Oakland Enrolls Council Membership** - Voting - Quarterly update meetings - Network-wide enrollment updates - Updates from Oakland Enrolls Executive Director & Team	**Everything in Baseline, PLUS:** **Additional Operations:** - Support with login issues - Help navigating reports/app index - Help navigating communications tab - Help editing student applications - Help managing student profiles - Customized automatic messaging - Support with application portal/vendor troubleshooting (from Oakland Enrolls team) **Additional Data & Analysis** -OE will correct On Time age/grade inconsistent applications by caling all families with age/grade discrepanices, collecting information, making changes and reporting to schools **Marketing/Recruitment:** - Marketing opportunities - Oakland Enrolls enrollment presentation/workshop to your school - Oakland Enrolls events calendar	**Everything in Low-Touch, PLUS:** **Additional Marketing/Recruitment:** - Creating and translating messages in application portal - Soft copy enrollment marketing materials for On-Time and Late Application periods - Outreach Trainings - Newsletter with resources and tips - Transition grade family enrollment packet materials - Will list your school in marketing materials to community partners **Additional Data & Analysis**: - Pipeline report with applicant trajectory from application to enrollment	**Everything in Medium-Touch, PLUS:** **Additional Marketing/Recruitment** - Hard copy enrollment marketing materials for On-Time and Late Application periods **Additional Data & Analysis** - Summary of On-Time enrollment reports for each school - OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period **Charter Advocacy:** - OE's support in charter advocacy within Oakland

APPENDIX F: OAKLAND ENROLLS OPTIONAL SERVICES

Purpose: Describe the optional services offered by Oakland Enrolls in more detail

1. On-Time Applications Operations Support (Nov - Feb) $3,090
Oakland Enrolls creates an On-Time enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up until the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:
- Confirm application questions in accordance with lottery
- Have the ability to help families apply who walk in to their school
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

2. Custom Outreach & Marketing Plan and Support (Sept - April) $2,575 - $8,755 depending on level of service.
Oakland Enrolls partners with schools to review and develop a custom outreach and marketing plan that schools will execute.

The most intensive version includes:
- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Graphic design support for marketing materials
- Translation services for marketing materials
- Support planning an options fair or other enrollment event at the school
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

The lighter version includes:
- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

Oakland Enrolls will not be marketing or distributing school-specific collateral during our outreach events or to families who come to Oakland Enrolls support center.
Schools would need to:
- Have an outreach point person with whom Oakland Enrolls can work and who can execute the marketing plan
- Conduct their own outreach activities such as attending school options fairs and community events on behalf of the school
- Track their progress toward goals and metrics
- Manage their own websites, social media channels, etc.
- Send/distribute their own communications to families (emails, text messages, mailers, flyers, etc.)
- Pay for all costs associated with running an event (facility, food, materials, technology, childcare, etc.)
- Pay for printing marketing materials that are produced for the school

3. Graphic Design Support (Sep - Feb) $3,400 - $5,850 depending on level of service.
Oakland Enrolls partners with a graphic design vendor and Charter Partner to aid in Charter Partner's marketing efforts. Packages are listed below.

Services	Package 3	Package 2	Package 1
Price per school	*$5,850*	*$4,600*	*$3,400*
Toolkit			
Marketing Planning Worksheets	X	X	X
Email Planning & Metrics Templates	X	X	
Strategy Sessions			
Branding and Messaging	X (2 total)	X (1 total)	
Content Collaboration	X (3 total)	X (2 total)	X (1 total)
Brand Style Guide (based on current branding)			
Mission Statement	X	X	
Vision Statement	X	X	
Brand Voice	X		
Logo Usage	X	X	X
Color Palette	X	X	X
Typeface	X	X	X
Custom Collateral & Social Media Design			
Social Media Editable Templates	X (14 total)	X (10 total)	X (6 total)
Collateral Editable Templates | Poster, Postcard, or Flyer	X (5 total)	X (3 total)	X (1 total)
Oakland Enrolls Graphics Pack | Sp. & Eng.	X (5 total)	X (5 total)	X (5 total)
Social Media Template Pack	X (10 total)	X (5 total)	
Email			
Email Newsletter Banner	X	X	
Email Signature Graphic	X		

4. Seat Offer Tool and Custom Reports (varies) $2,575
Oakland Enrolls creates a more in-depth report to assist schools with analyzing enrollment policies and practices. Oakland Enrolls will also create the Seat Offer tool before lottery season and create custom reports during On Time enrollment, as well as Late enrollment. Oakland Enrolls will partner with schools to determine whether there are additional reports they would like to see that we can produce.

Reports Included:
1. Seat Offer Tool
2. Current Students Activity
3. Enhanced Demand Report

5. Managing Ongoing Offers (Mar - Jun) $3,090
Oakland Enrolls partners with a school to set up a process for managing Offers, Rescinds, Waitlist Confirmations, etc. through the end of the school year. Includes:
- Weekly report to school with summary of: number of new applications, number of canceled applications, number of new accepts, status of registering students (if using SM registration), aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application

- Making/rescinding offers based on school's enrollment strategy
- Suggested messaging content and frequency for applicants in various application statuses, and execution of sending messaging
    - Ex: sending messaging to accepted students to outline registration process, sending messaging to offered students to let them know about orientation/events, etc.
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Follow up by phone with families with pending offers to make sure they're aware and help take action

Oakland Enrolls would also field school-specific registration questions (but would not include supporting families over the phone or in person) about the registration process. Oakland Enrolls runs this process, which goes up until the registration process.

Schools would need to:

- Run their lottery
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)
- Work with us to determine how many offers should be made (though OE would execute)
- Be able to answer family questions when they call
- Be able to support their families through the entire registration process by phone or in person

Coversheet

HS A-G Grant

Section: III. Action Items
Item: C. HS A-G Grant
Purpose: Vote
Submitted by:
Related Material: AIMS HS A-G Completion Grant (March 2022).pdf
AIMS HS A-G Completion Improvement Grant .pdf

California Department of Education
March 2022

A-G Completion Improvement Grant

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep High School	Maurice Williams, Head of School	maurice.williams@aimsk12.org / 510.220.5044

The A-G Completion Improvement Grant Program appropriates $547.5 million to provide additional support to local educational agencies (LEAs) to increase the number of students, particularly unduplicated students, who graduate with A-G eligibility. Funds are available for expenditure or encumbrance through the 2025-26 fiscal year.

An LEA must develop a plan on how the funds will increase or improve services for unduplicated students to improve A-G eligibility, including supplementing and not supplanting services identified in the LEA's LCAP and learning recovery plan.

The grant applicants must apply by April 1, 2022. They must report to the State Superintendent of Public Instruction by December 31, 2023, detailing how they are measuring the impact on the A-G competition rate.

Part I. Other LEA Plans Listed in this Plan

Plan Title	Where this plan may be accessed
AIMS HS 2021-22 LCAP	The plan can be found on the school's website under reports: https://static1.squarespace.com/static/5c7f148ef8135a6324962c34/t/60f85ec586d1dd7b304ba41a/1626889925536/LCAP+21-22+AIMS+HS.pdf
AIMS HS 2021 Expanded Learning Opportunities Grant	The plan can be found on the school's website under reports: https://static1.squarespace.com/static/5c7f148ef8135a6324962c34/t/60d22d6a07e37b139b6b2758/1624386922313/AIMS+HS+ELO+Grant.pdf

Part II. Summary of Planned A-G Completion Improvement Grant Expenditures

Below is a summary of the **A-G Completion Improvement Grant** funds received by the LEA and how the LEA intends to expend these funds in support of students.

Grant Type	Grant Amount
A-G Success Grant	[$220,662]
A-G Learning Loss Grant	[$75,000]

Part III. Community Engagement

An LEA's decisions about how to use its A-G Completion Improvement Grant funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining activities that A. Directly support pupil access to, and successful completion of A-G course requirements; and, B. How funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A parentsquare communication was provided to the AIMS HS community which solicited their feedback on how to spend nearly $300K in received A-G grants. Additionally, an A-G grant FAQ document and survey was created, which was translated and into Cantonese and Spanish. Students, teachers, and staff were allotted time to complete the survey during school, and over 50% of the AIMS HS student body, 65% of AIMS HS teachers participated, as well as several parents.

A description of how the development of the plan was influenced by community input.

Based upon community input, several teachers noted concerns about the need for enforcement mechanisms that better promote and encourage students to be successful - especially as teachers continue to navigate existing responsibilities towards educating students. In addition, many students and parents expressed the need to continue or expand existing supplementary educational programs that are convenient and allow for credit recovery options for failing students.

Part IV. Plan Description

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

The proposed plan will fund an additional education coordinator in the counseling department that is specifically tasked with providing academic advisement and A-G course navigation for these specific learners. The education coordinator position will provide additional support by improving the ratio of one academic counselor / advisor per 150 students, which will greatly improved direct services and guidance to foster youth, low-income, and English learner students. A second plan will continue to fund Acellus credit recovery opportunities. Lastly, failing students will receive printed copies of comprehensive study skill toolkits, promote student organization, and improve A-G passage rates.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

Traditionally, the AIMS HS A-G Course completion rate at is 100% and all students regardless of their status, are required to take these courses in order to graduate. Enhanced tutoring, credit recovery, the hiring of qualified teachers and counselors, and increased Saturday School opportunities are just some of the many things that we undertake to help ensure our A-G rates at AIMS HS.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a "D", "F", or "Fail" grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

As part of our programming at AIMS HS, a C- or below is considered failing. As a result, approximately 150 transfer and current 10th, 11th, and 12th grade students were identified as failing at least one course with a C- or below during the 2020-21 academic school year. A failed grade report is generated and identified students are automatically enrolled in Acellus to begin completing the credit recovery courses. Depending on space availability, these students are also enrolled in an Acellus Lab course in which they complete their credit recovery during the academic school year and are allowed to be removed from the course upon successful completion with a C. Alternatively, students may wait until the summer to complete these courses, or take them independently at their local community college.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.
A current LCAP Goal allows for the funding of the Acellus learning management system to help with student credit recovery. However, the current funding source for the Acellus program, the 2021-22 Extended Learning Opportunities Grant, is set to expire at the conclusion of this school year. The proposed plan will pay for the continuation of the Acellus program, beginning in the 2022-23 academic school year and beyond and does not supplant.

Part V. A-G Completion Improvement Grant Actions and Expenditures

Grant Type	Action Description	Planned Expenditures
A-G Success Grant In This Plan	Education Coordinator (Academic Counseling Office) (3-Years): An additional education coordinator in the academic counseling office will improve the academic counselor / advisement ratio to 1 counselor per 150 students.	[$220,662]
A-G Learning Loss Mitigation Grant	Acellus Learning System for Credit Recovery (3-Years)	[$67,500]
A-G Learning Loss Mitigation Grant	Student Study Skill Toolkits	[$7,500]

Part VI. Measuring A-G Completion Grant Impact

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Education Coordinator (Academic Counseling Office)	Progress will be monitored by calculating the A-G course completion percentage of the students within the Education Coordinator's caseload.	Progress monitoring will be assessed on a Semester (S1, S2) and summer school (S3) basis.
Acellus Learning System for Credit Recovery	Progress will be monitored by determining the number of students that improved their failed grades into a "C" grade or better as a result of using the Acellus Learning System for Credit Recovery.	Progress monitoring will be assessed on a Semester (S1, S2) and summer school (S3) basis.
Student Study Skill Toolkits	Progress will be monitored by ensuring that all failing students have access to and by student surveys that determine student engagement and favorability of the student study skill toolkits.	ProgProgress monitoring will be assessed on a Semester (S1, S2) basis.

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS HS A-G Completion Improvement Grant

Presented By: Maurice Williams

Staff Recommendation:

As part of the A-G Improvement Grant, it recommended that AIMS HS utilizes $220,662 of its A-G Success Grant to fund an Education Coordinator to serve in an academic advisement role. Additionally, it is recommended that $75,000 of the A-G Learning Loss Mitigation Grant be allocated to fund Acellus Learning for credit recovery and student study skill toolkits for students.

Committee Approval: Finance Committee

Total Associated Cost: $295,662

Included in Budget? Yes

Funding Source: A-G Success Grant (7412) and A-G Learning Loss Grant (7413)

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

Will be included in 2022-23 LCAP

Coversheet

Prop 51 Intent To Apply

Section: III. Action Items
Item: D. Prop 51 Intent To Apply
Purpose:
Submitted by:
Related Material: AIMS Intent to file for Prop 51 (Lakeview).docx (1).pdf
AIMS Intent to file for Prop 51 Construction ADA.docx (1).pdf
AIMS Intent to file for Prop 51 (Bunche).docx (1).pdf

American Indian Model Schools
A School at Work!

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

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

05/1/2022

From: Superintendent Maya Woods-Cadiz
AIMS K12 College Prep Charter District
171 12th Street Oakland, CA 94607

To: Interim Director Krag Arnold and Superintendent Johnson Trammell
Oakland Unified School District
1000 Broadway, 3rd Floor, Suite 300
Oakland, CA 94607

Subject: Notification of Intent to File *Application for Charter School Preliminary Apportionment (Form SAB 50-09)* with Office of Public School Construction for the Charter School Facilities Program for **Rehabilitation Funding**

Dear:

Interim Director Krag Arnold and Superintendent Johnson Trammell,

I am writing to notify the superintendent of **Oakland Unified School District** and its governing board of education that **AIMS K12 College Prep Charter District** intends to file an application for rehabilitation funding for its **AIMS College Prep High School** with the Office of Public School Construction (OPSC) under the Charter School Facilities Program (CSFP) as provided under Article 12, Chapter 12.5, Part 10, Division 1, Title 2, commencing with Section 17078.50, et seq., of the Education Code (EC).

Per EC 17078.53 and School Facility Program (SFP) Regulation Section 1859.162, **AIMS K12 College Prep Charter District** is required to notify the district superintendent and governing board of education of the school district, in which a charter school project will be located and that serves the same grade level as the charter school, and that owns the site of the prospective project, at least (30) days prior to submittal of an *Application for Charter School Preliminary Apportionment* (Form SAB 50-09) to OPSC. Applications may be submitted beginning **May 2, 2022, and ending on June 3, 2022**. **AIMS K12 College Prep Charter School** intends to file a Form SAB 50-09 for rehabilitation funding for its **AIMS K12 College Prep High School.** This project is located at the district-owned **Lake View Elementary** site.

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A School at Work!

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

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

Per SFP Regulation Section 1859.163.4, as part of the application process for a CSFP rehabilitation preliminary apportionment, the application must include an agreement between the school district and the charter school for the use of the facilities to be

rehabilitated. The agreement must be approved prior to the submittal of the application and must have been discussed and approved at the school district board meeting. Therefore, I respectfully request that **AIMS K12 College Prep College District** begin this process with **AIMS K12 College Prep High School** if not already completed.

If you have any questions or require additional information about this notification of intent to file, please contact the charter representative's name at the charter representative's phone number or the charter representative's email address. You may also contact Superintendent Maya Woods-Cadiz at Maya.woods-Cadiz@aimsk12.org or (415) 310-6025.

Sincerely,

Superintendent Maya Woods-Cadiz, AIMS K12 College Prep Charter District



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05/1/2022

From: Superintendent Maya Woods-Cadiz
AIMS K12 College Prep Charter District
171 12th Street Oakland, CA 94607

To: Interim Director Krag Arnold and Superintendent Johnson Trammell
Oakland Unified School District
1000 Broadway, 3rd Floor, Suite 300
Oakland, CA 94607

Subject: Notification of Intent to File *Application for Charter School Preliminary Apportionment (Form SAB 50-09)* with Office of Public School Construction for the Charter School Facilities Program for New Construction Funding

Dear Interim Director Arnold and Superintendent Johnson Trammel,

I am writing to notify the superintendent of **Oakland Unified School District** and its governing board of education that **AIMS K12 College Prep Charter District** intends to file an application for new construction funding for its **AIMS College Prep High School** with the Office of Public School Construction (OPSC) under the Charter School Facilities Program
(CSFP) as provided under Article 12, Chapter 12.5, Part 10, Division 1, Title 2, commencing with Section 17078.50, et seq., of the Education Code (EC).

Per EC 17078.53 and School Facility Program (SFP) Regulation Section 1859.162, **AIMS K12 College Prep Charter District** is required to notify the district superintendent and governing board of education of the school district, in which a charter school project will be physically located and that serves the same grade level as the charter school, at least (30) days prior to submittal of an *Application for Charter School Preliminary Apportionment (Form SAB 50-09)* to OPSC. Applications may be submitted beginning **May 2, 2022, and ending on June 3, 2022**. **AIMS K12 College Prep Charter School** intends to file a Form SAB 50-09 for new construction funding for its **AIMS College Prep High School** and include a request for up to **450** grade **(9-12)** pupil grants.

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Per SFP Regulation Section 1859.162.1, as part of the application process for a CSFP new construction preliminary apportionment, the school district in which the charter school will be physically located, serves the same grade level as the charter school and where new construction eligibility is assessed is required to submit a current *Enrolment/ Certification Projection (Form SAB 50-01)* with OPSC for the current California Basic Education Data System (CBEDS) year. Therefore, I respectfully request the **Oakland Unified School District** file an updated Form SAB 50-01 with OPSC for the **2021/2022** year **by June 3, 2022**, if not already completed.

In addition, pursuant to SFP Regulation 1859.162.1, please submit a school board resolution certifying the number of the district's unhoused pupils that the project will house, supporting documentation that explains the methodology used to generate this number and the school board meeting minutes that recorded the approval of the certification. The school board must have discussed the issue as an action item at a regularly scheduled, publicly held board meeting. I respectfully request that these items be generated by district staff, approved by the school board, and sent to **AIMS K12 College Prep Charter District** or OPSC for inclusion in the funding application within 90 days of this notification.

If you have any questions or require additional information about this notification of intent to file, please contact the charter representative's name at the charter representative's phone number or the charter representative's email address. You may also contact Superintendent Maya Woods-Cadiz at Maya.woods-Cadiz@aimsk12.org or (415) 310-6025.

Sincerely,

Superintendent Maya Woods-Cadiz, AIMS K12 College Prep Charter District



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05/1/2022

From: Superintendent Maya Woods-Cadiz
AIMS K12 College Prep Charter District
171 12th Street Oakland, CA 94607

To: Interim Director Krag Arnold and Superintendent Johnson Trammell
Oakland Unified School District
1000 Broadway, 3rd Floor, Suite 300
Oakland, CA 94607

Subject: Notification of Intent to File *Application for Charter School Preliminary Apportionment (Form SAB 50-09)* with Office of Public School Construction for the Charter School Facilities Program for **Rehabilitation Funding**

Dear:

Interim Director Krag Arnold and Superintendent Johnson Trammell,

I am writing to notify the superintendent of **Oakland Unified School District** and its governing board of education that **AIMS K12 College Prep Charter District** intends to file an application for rehabilitation funding for its **AIMS College Prep High School** with the Office of Public School Construction (OPSC) under the Charter School Facilities Program (CSFP) as provided under Article 12, Chapter 12.5, Part 10, Division 1, Title 2, commencing with Section 17078.50, et seq., of the Education Code (EC).

Per EC 17078.53 and School Facility Program (SFP) Regulation Section 1859.162, **AIMS K12 College Prep Charter District** is required to notify the district superintendent and governing board of education of the school district, in which a charter school project will be located and that serves the same grade level as the charter school, and that owns the site of the prospective project, at least (30) days prior to submittal of an *Application for Charter School Preliminary Apportionment* (Form SAB 50-09) to OPSC. Applications may be submitted beginning **May 2, 2022, and ending on June 3, 2022**. **AIMS K12 College Prep Charter School** intends to file a Form SAB 50-09 for rehabilitation funding for its **AIMS K12 College Prep High School.** This project is located at the district-owned **Ralph Bunche** site.

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rehabilitated. The agreement must be approved prior to the submittal of the application and must have been discussed and approved at the school district board meeting. Therefore, I respectfully request that **AIMS K12 College Prep College District** begin this process with **AIMS K12 College Prep High School** if not already completed.

If you have any questions or require additional information about this notification of intent to file, please contact the charter representative's name at the charter representative's phone number or the charter representative's email address. You may also contact Superintendent Maya Woods-Cadiz at Maya.woods-Cadiz@aimsk12.org or (415) 310-6025.

Sincerely,

Superintendent Maya Woods-Cadiz, AIMS K12 College Prep Charter District



Coversheet

SELPA

Section: III. Action Items
Item: E. SELPA
Purpose:
Submitted by:
Related Material: AIMS - Notice Letter.pdf

EL DORADO CHARTERSELPA
Special Education Local Plan Area

March 12, 2022

Maya Woods
Superintendent
AIMS K-12
171 12th St
Oakland, CA 94607
maya.woods-cadiz@aimsk12.org

Sent via Email

Dear Ms. Woods,

This letter confirms that the application for the following charter school was reviewed and approved for admission in the El Dorado Charter SELPA beginning July 1, 2022. Please complete the confirmation of intent to join form for the 2022-23 school year by May 19, 2022.

- AIMS College Prep Elementary
- AIMS College Prep Middle
- AIMS College Prep High

The email received along with this letter has registration details for the upcoming mandatory New Partner Induction Meeting on May 25, 2022 in San Diego. Please register as soon as possible for this event.

We look forward to our partnership. Please contact Amy Ferguson at aferguson@edcoe.org if you have any questions or need additional information.

Sincerely,

Ginese Quann
Executive Director

GQ:af

cc: Ed Manansala, Ed.D., Superintendent of Schools, El Dorado County Office of Education
Dr. Kyla Johnson-Trammell, Superintendent, Oakland Unified School District
Jennifer Blake, Executive Director SELPA, Oakland Unified School District
Stephanie Farland, Director, Charter Schools Division, CDE