



# AIMS K-12 College Prep Charter District

## AIMS Special Board Meeting

---

### Date and Time

Friday August 9, 2024 at 3:45 PM PDT

### Location

171 12th Street, Oakland, CA 94607

Members of the public, staff, and faculty may join virtually at:

Join Zoom Meeting

<https://us02web.zoom.us/j/6614266860?pwd=czlXWTUwZlZ5Zm41QkhsVXFMTDI3dz09>

Meeting ID: 661 426 6860

Passcode: Pu2kiv

---

One tap mobile

+12532050468,,6614266860#,,,,\*071330# US

+12532158782,,6614266860#,,,,\*071330# US (Tacoma)

---

Meeting ID: 661 426 6860

Passcode: 071330

Find your local number: <https://us02web.zoom.us/j/6614266860>

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Ahsjanae Hutchings has been designated to receive requests for disability-related m

odifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

[Click To Submit Public Comment](#)

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. **Ahsjanae Hutchings is 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 Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.**

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>3:45 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order		Chris Edington	
<b>B.</b> Record Attendance and Guests	Vote	Ahsjanae Hutchings	1 m
<b>C.</b> Adoption of Agenda	Vote	Chris Edington	1 m
<b>D.</b> Public Comment on Agenda Items			4 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board’s agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b>			
<b>E.</b> Public Comment on Non-Agenda Items			4 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b>			

	Purpose	Presenter	Time
<b>II. Action Items</b>			<b>3:55 PM</b>
<b>A.</b> Standard Operating Procedure (SOP) For Parents, Staff, or Community Members	Vote	Eric Haar	10 m
<b>B.</b> AIMS Updated UCP policy and form	Vote	Eric Haar	10 m
<b>C.</b> ELOP Budget and Program Details	Vote	Eric Haar	10 m
<b>D.</b> Teach Like a Champion	Vote	Christopher Ahmad	10 m
<b>E.</b> TCI Curriculum	Vote	Christopher Ahmad	10 m
<b>F.</b> McGraw Hill	Vote	Christopher Ahmad	10 m
<b>G.</b> Revised Bylaws	Vote	Jaime Colly	5 m
<b>H.</b> Board Declaration of Goals FY24-25	Vote	Jaime Colly	5 m
<b>I.</b> Board Finance Committee Functions Memo	Vote	Jaime Colly	5 m
<b>J.</b> Board Governance Committee Functions Memo	Vote	Jaime Colly	5 m
<b>K.</b> Approval of LOI from N1 Capital	Vote	Steven Leung	5 m
<b>III. Closing Items</b>			<b>5:20 PM</b>
<b>A.</b> Adjourn Meeting	FYI	Chris Edington	
<b>B.</b> NOTICES	FYI	Ahsjanae Hutchings	

**The next regular meeting of the Board of Directors is scheduled to be held on August 27, 2024, at 6:45 PM. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Ahsjanae Hutchings is 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 Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.**

**I, Ahsjanae Hutchings, hereby certify that I posted this agenda on the AIMS website at [www.aimsk12.org](http://www.aimsk12.org), on August 6, 2024 before 3:45 PM.  
Certification of Posting**

# Coversheet

## Standard Operating Procedure (SOP) For Parents, Staff, or Community Members

**Section:** II. Action Items  
**Item:** A. Standard Operating Procedure (SOP) For Parents, Staff, or Community  
Members  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Standard Operating Procedure (SOP) For Informal Complaints for Parents, Staff, or Community Me  
mbers\_.pdf  
Ombudsman August Board cover letter 080624.pdf

## **Standard Operating Procedure (SOP) For Parents, Staff, or Community Members:**

If a parent, staff member, or community member has a complaint, here is what they should do:

### 1. How to Make a Non-UCP/Informal Complaint

- A non-UCP complaint can be made by speaking to the AIMS Ombudsman or AIMS Site Leadership, Director of Schools, or emailing a “Non-UCP Complaint Form” to the above indicated or to the board president or Superintendent. The staff or representatives of any other school district or outside organization are not a component of the AIMS non-UCP complaint process.

### 2. What Information to Provide

- When making a complaint, it is helpful to provide as much detail as possible, including:
  - What happened
  - When it happened
  - Who was involved
  - Any other relevant information

### 3. What Happens Next

- The non-UCP complaint will be recorded in a system called Epicenter.
- The staff will keep the non-UCP complaint confidential.
- The school leadership and the Office of the Ombudsman will review the complaint.

### 4. Tracking the Complaint

- Every non-UCP complaint is tracked until it is resolved.  
- The complainant may be contacted for more information or to receive updates on the progress.

### 5. Resolution

- The school will work on resolving the non-UCP complaint as quickly as possible.  
- Any actions taken to resolve the non-UCP complaint will be communicated to the complainant.

### 6. Important Note

- No party except AIMS assigned staff and the complainant or their representative is a formal member of this process.



# AIMS K-12 College Prep Charter District Board Submission Cover Letter

## Submitter Information

Full Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date of Submission (MM/DD/YYYY): \_\_\_\_\_

## Item Details

Title of Item: \_\_\_\_\_  
Is this item a:  New Submission  
 Renewal  
If Renewal: Please summarize any changes from the previous submission:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Approvals

Has this item been reviewed by:  
 Superintendent  
 Chief Business Officer (CBO) (If budget changes)  
 Director of Compliance (If plan changes)  
 Neither

## Committee Review

Has this item been through the appropriate committee review process?  
 Yes  No  
If yes: Please specify which committee(s) and provide minutes or approval documentation:  
\_\_\_\_\_  
If no: Explain why:  
\_\_\_\_\_  
\_\_\_\_\_

## Deadline Information

Is there a submission deadline for this item?  
 Yes  No  
If yes: Please indicate the deadline date (MM/DD/YYYY): \_\_\_\_\_

## Financial Information (if applicable):

Total Cost: \$ \_\_\_\_\_  
Is this expenditure included in the annual budget?  
 Yes  No  
Please specify in which plan this expense is indicated:  
 SPSA  LCAP  Other: \_\_\_\_\_

# Coversheet

## AIMS Updated UCP policy and form

**Section:** II. Action Items  
**Item:** B. AIMS Updated UCP policy and form  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** AIMS Updated UCP policy and form 071624.docx.pdf  
Ombudsman August Board cover letter 080624.pdf

## AIMS K-12 COLLEGE PREP CHARTER DISTRICT BOARD OF DIRECTORS POLICY

**BOARD POLICY #1007**  
**REVISED [INSERT DATE]**

### **POLICY TITLE: Uniform Complaint Policy and Procedures**

The Board of Directors ("Board") of AIMS K-12 College Prep Charter District, a California Non-profit Public Benefit Corporation ("AIMS") hereby adopts the revision of Policy #1007 establishing its Uniform Complaint Policy and Procedures for AIMS College Prep Elementary School, AIMS College Prep Middle School and AIMS College Prep High School, each individually referred to as the "School" or collectively as the "Schools."

AIMS is committed to compliance with applicable state and federal laws and regulations governing educational programs in the operation of the Schools. The Schools are the local agency primarily responsible for compliance with federal and state laws and regulations governing their educational programs. Pursuant to this policy, the Schools Ombudsperson shall ensure persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws, and programs which they are assigned to investigate. Designated employees may have access to legal counsel as determined by the Ombudsperson.

#### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status/citizenship, gender, expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Schools program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
- (2) Complaints alleging a of violation of state or federal law and regulation governing the following programs:

Accommodations for Pregnant and Parenting Pupils  
Adult Education Programs  
Child Care and Development  
Consolidated Application



### Course Periods without Education Content

Education and graduation of Pupils in Foster Care, Pupils who are Homeless, Former Juvenile Court Pupils Now Enrolled in a School District, Migratory Pupils and Pupils of Military Families

Every Student Succeeds Act  
Local Control and Accountability Plans (LCAP)  
Consolidated Categorical Aid Programs  
Migrant Education  
Physical Education Instructional Minutes  
Pupil Fees  
Reasonable Accommodations to a Lactating Pupil  
School Plans for Student Achievement  
School Safety Plans

- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
- a. "Educational activity" means an activity offered by the Schools that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. "Pupil Fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families/ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d.899. A pupil fee includes, but is not limited to, all of the following.
    - i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
    - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
  - c. A pupil fees complaint may be filed with the Head of School, or Ombudsperson, or his/her designee.
  - d. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability

plans.

- d. A pupil fees complaint shall be filed no later than one (1) year from the date the alleged violation occurred.
  - e. If the Schools find merit in a pupil fees complaint or the California Department of Education (“CDE”) finds merit in an appeal, the School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
  - f. Nothing in this policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or the Schools from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 do not fall under the UCP. Instead, they are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 do not fall under the UCP. Instead, they are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

The Schools acknowledges and respects every individual's right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible as permitted by law] the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. The Schools cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Schools will attempt to do so as appropriate. The Schools may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Ombudsperson on a case- by-case basis.

The Schools prohibit any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint, or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

### **Compliance Officer**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Schools' compliance with law is:

Eric Haar  
Ombudsperson  
171 12<sup>th</sup> Street, Oakland, CA 94607  
ombudsman@aimsk12.org  
(510) 496-9949

Should a complaint be filed against the Ombudsperson, the compliance officer for that case shall be the President of the AIMS Charter Schools Board of Directors.

### **The UCP Annual Notification**

The Ombudsperson, or designee, shall annually provide written notification of the AIMS UCP to employees, students, parents and/or guardians, advisory committees, appropriate private school officials or representatives, and other interested parties as applicable.

The annual notification shall be in English, and when necessary, in the primary language, pursuant to Section 48985 of the Education Code if fifteen (15) percent, or more, of the pupils enrolled in the Schools speak a single primary language other than English; or mode of communication of the recipient of the notice.

The Ombudsperson, or designee, shall make available copies of the UCP free of charge. The annual notice of this policy may be made available on the AIMS website.

The annual notice shall include the following:

- (a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- (b) A statement clearly identifying any California State preschool programs that any of the Schools are operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that any of the Schools are operating pursuant to Title 22 licensing requirements.
- (c) A statement that the Schools are primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal the School's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of the School's Decision, except if the School has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals the School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if the School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.

- (k) A statement that copies of the AIMS UCP shall be available free of charge.

### Procedures

The following procedures shall be used to address all complaints which allege that any of the Schools have violated federal or state laws, or regulations enumerated in the “Scope” section above. Compliance officers shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### Step 1: Filing of Complaint

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or a complaint alleging unlawful discrimination, harassment, intimidation or bullying pursuant to this policy.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying may be filed by a person who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Compliance Officer or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Compliance Officer or designee shall be made in writing. The period for filing may be extended by the Compliance Officer or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Compliance Officer or designee shall respond immediately upon a receipt of a request for extension.

All other complaints under this policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the AIMS Board of Directors approved the LCAP or the annual update.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the School's staff shall assist the complainant in the filing of the complaint.

Complainants are protected from retaliation.

### Step 2: Mediation

Within three (3) business days of receiving the complaint, the Compliance Officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the Compliance Officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the Compliance Officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the Schools' timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

### Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.



Refusal by the School to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### Step 4: Final Written Decision

The School shall issue an investigation report (the “Decision”) based on the evidence. The School’s Decision shall be in writing and sent to the complainant within sixty (60) calendar days of the School’s receipt of the complaint unless the timeframe is extended with the written agreement of the complainant. The School’s Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether the School is in compliance with the relevant law.
3. Corrective actions, if the School finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant’s right to appeal the School’s Decision within thirty (30) calendar days to the CDE, except when the School has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and the employee was informed of the Schools' expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### Appeals to the California Department of Education (“CDE”)

If dissatisfied with the School’s Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the School’s Decision. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the School’s Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. The School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the School's Decision are not supported by substantial evidence.
4. The legal conclusion in the School's Decision is inconsistent with the law.
5. In a case in which the School's Decision found noncompliance; the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the School's decision, the Ombudsperson, or designee, shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including, but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the Schools' complaint procedures.
6. Other relevant information requested by the CDE

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution as a new complaint. If the CDE notifies the School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the School when one of the conditions listed in Title 5, California Code of Regulations Section 4650 exists, including but not limited to cases in which through no fault of the complainant, the School has not taken action within sixty (60) calendar days of the date the complaint was filed with the School.

### Civil Law Remedies

A complainant may pursue available civil law remedies outside of the Schools' complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

# AIMS K-12 COLLEGE PREP CHARTER DISTRICT UNIFORM COMPLAINT PROCEDURE FORM

Last Name \_\_\_\_\_ First Name/MI \_\_\_\_\_

Student Name (if applicable) \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address/Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

AIMS School/Office of Alleged Violation \_\_\_\_\_

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable.

- Consolidated Application                       Course Periods without Education Content
- Education and graduation of pupils in Foster Care, Pupils who are homeless, Former Juvenile Court Pupils Enrolled in a School District and Pupils of Military Families                       Every Student Success Act  Local Control & Accountability Plans (LCAP)
- Consolidated Categorical Aid Programs             Migrant Education             Physical Education Instructional Minutes
- Pupil Fees             School Plans for Student Achievement             School Safety Plans
- Adult Education Programs             Reasonable Accommodations for a Lactating Pupil [
- ] Accommodations for Pregnant and Parenting Pupils  Child Care and Development

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- Age                       Gender/Gender Expression/Gender Identify                       Sex (actual or perceived)  Ancestry
- Genetic Information                       Sexual Orientation (actual or perceived)                       Ethnic Group Identification
- National Origin                       Race or Ethnicity                       Religion                       Disability (Mental or Physical)                       Color
- Immigration status/citizenship  Marital Status  Medical Condition
- Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator

---



---



---



---



---





# AIMS K-12 College Prep Charter District Board Submission Cover Letter

## Submitter Information

Full Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date of Submission (MM/DD/YYYY): \_\_\_\_\_

## Item Details

Title of Item: \_\_\_\_\_  
Is this item a:  New Submission  
 Renewal  
If Renewal: Please summarize any changes from the previous submission:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Approvals

Has this item been reviewed by:  
 Superintendent  
 Chief Business Officer (CBO) (If budget changes)  
 Director of Compliance (If plan changes)  
 Neither

## Committee Review

Has this item been through the appropriate committee review process?  
 Yes  No  
If yes: Please specify which committee(s) and provide minutes or approval documentation:  
\_\_\_\_\_  
If no: Explain why:  
\_\_\_\_\_  
\_\_\_\_\_

## Deadline Information

Is there a submission deadline for this item?  
 Yes  No  
If yes: Please indicate the deadline date (MM/DD/YYYY): \_\_\_\_\_

## Financial Information (if applicable):

Total Cost: \$ \_\_\_\_\_  
Is this expenditure included in the annual budget?  
 Yes  No  
Please specify in which plan this expense is indicated:  
 SPSA  LCAP  Other: \_\_\_\_\_

# Coversheet

## ELOP Budget and Program Details

**Section:** II. Action Items  
**Item:** C. ELOP Budget and Program Details  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ELOP Board cover ltr 080724.pdf  
CDE ELOP email 080724.pdf  
ELOP 23-24 Program and Budget Update.pdf



# AIMS K-12 College Prep Charter District Board Submission Cover Letter

## Submitter Information

Full Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date of Submission (MM/DD/YYYY): \_\_\_\_\_

## Item Details

Title of Item: \_\_\_\_\_  
Is this item a:  New Submission  
 Renewal  
If Renewal: Please summarize any changes from the previous submission:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Approvals

Has this item been reviewed by:  
 Superintendent  
 Chief Business Officer (CBO) (If budget changes)  
 Director of Compliance (If plan changes)  
 Neither

## Committee Review

Has this item been through the appropriate committee review process?  
 Yes  No  
If yes: Please specify which committee(s) and provide minutes or approval documentation:  
\_\_\_\_\_  
If no: Explain why:  
\_\_\_\_\_  
\_\_\_\_\_

## Deadline Information

Is there a submission deadline for this item?  
 Yes  No  
If yes: Please indicate the deadline date (MM/DD/YYYY): \_\_\_\_\_

## Financial Information (if applicable):

Total Cost: \$ \_\_\_\_\_  
Is this expenditure included in the annual budget?  
 Yes  No  
Please specify in which plan this expense is indicated:  
 SPSA  LCAP  Other: \_\_\_\_\_





Eric Haar <eric.haar@aimsk12.org>

**Re: AIMS K-12 Charter: Question related to ELOP Program allowance of hours paid**

2 messages

**Christina Jordan** <christina.jordan@aimsk12.org>

Wed, Aug 7, 2024 at 9:19 AM

To: ExpandedLearning@cde.ca.gov

Bcc: eric.haar@aimsk12.org

Good morning,

We are in fairly urgent need of guidance relating to ELOP staffing payments for FY23.24 as we close our books in merely days.

We do understand this may be a busy time for your team, but a call to myself (Christina Jordan 415-500-1326) would be immensely appreciated. If email is best, that is also very appreciated.

(original email sent 7/30/24 below - our auditors did direct us to receive an answer to this question for you, so we need guidance not only to close our books but to supply support to the auditor)

*Best Regards,*



**Christina Jordan**

*Director of Business Operations*

**AIMS K-12 College Prep Charter District**  
171 12th Street | Oakland | CA 94607

E christina.jordan@aimsk12.org  
C 415-500-1326

www.AIMSK12.org

On Tue, Jul 30, 2024 at 12:07 PM Christina Jordan <christina.jordan@aimsk12.org> wrote:

Good afternoon,

We are seeking to confirm that payment for an ELOP-related overnight trip is paid correctly and our Auditor encouraged us to reach out to you directly.

Are we allowed to pay (per Labor laws 24 hours less three 30 minute breaks) up to 22.5 hours in a given day for the overnight trip? Employees stated that they were up at 6 am on Saturday and some students did not settle until 4:30 am the next day.



How many hours are we allowed to pay with ELOP dollars in such a circumstance?

*Best Regards,*



**Christina Jordan**

*Director of Business Operations*

**AIMS K-12 College Prep Charter District**  
171 12th Street | Oakland | CA 94607

*E* christina.jordan@aimsk12.org  
*C* 415-500-1326

www.AIMSK12.org

---

**Christina Jordan** <christina.jordan@aimsk12.org>

Wed, Aug 7, 2024 at 3:01 PM

To: Eric Haar <eric.haar@aimsk12.org>

Cc: Payroll Department <payroll@aimsk12.org>, Marisol Magana <marisol.magana@aimsk12.org>

Hi all,

Below is the official work from the CDE ELOP team regarding hours allowed to pay for the overnight trip.

Note: Max hours in a day is 22.5 as three (30 minute) breaks are required in that time.

*Best Regards,*



**Christina Jordan**

*Director of Business Operations*

**AIMS K-12 College Prep Charter District**  
171 12th Street | Oakland | CA 94607

*E* christina.jordan@aimsk12.org  
*C* 415-500-1326

www.AIMSK12.org



----- Forwarded message -----

From: **Michael Funk** <MFunk@cde.ca.gov>  
Date: Wed, Aug 7, 2024 at 2:57 PM  
Subject: Re: AIMS K-12 Charter: Question related to ELOP Program allowance of hours paid  
To: Christina Jordan <christina.jordan@aimsk12.org>  
Cc: Emily Romine <ERomine@cde.ca.gov>, Akilah Byrd <abyrd@acoe.org>, Shamia Sandles <shamias@acoe.org>

Dear Christina,

Thank you for the conversation today. I am glad we connected.

As we discussed, the primary restriction on ELO-P funding is that it cannot be used to support any aspect of the instructional day. There are no provisions that limit how the funding can be used to compensate staff for your recent overnight experience with the students. As long as you follow your local policies and labor law, you will be fine.

Please let me know if you have any other questions.

Thank you for all you do!

Michael

\*\*\*

**Michael Funk**

Director, Expanded Learning Division

California Department of Education

916-319-9916

*California's Expanded Learning Programs are an integral part of young people's education, engaging them in year-round learning opportunities that prepare them for college, career, and life.*



facebook.com/CaliforniaExpandedLearningPrograms



@CaELPrograms

**From:** Christina Jordan <christina.jordan@aimsk12.org>  
**Sent:** Wednesday, August 7, 2024 1:08 PM  
**To:** Michael Funk <MFunk@cde.ca.gov>  
**Cc:** Emily Romine <ERomine@cde.ca.gov>  
**Subject:** [EXTERNAL] Re: AIMS K-12 Charter: Question related to ELOP Program allowance of hours paid



CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hi Michael,

I just left you a voicemail. My phone blocks any number that is not in my contacts. I added the number in your email signature but you called from another so I apologize you were blocked.

I am ready to receive your call, if you are able to call me again.

*Best Regards,*



**Christina Jordan**

*Director of Business Operations*

**AIMS K-12 College Prep Charter District**  
171 12th Street | Oakland | CA 94607

*E* christina.jordan@aimsk12.org  
*C* 415-500-1326

www.AIMSK12.org

On Wed, Aug 7, 2024 at 12:31 PM Michael Funk <MFunk@cde.ca.gov> wrote:

Christina, I will call you later this afternoon.

It will be a 916 number.

Thank you,

Michael

\*\*\*

**Michael Funk**

Director, Expanded Learning Division

California Department of Education

916-319-9916

*California's Expanded Learning Programs are an integral part of young people's education, engaging them in year-round learning opportunities that prepare them for college, career, and life.*



facebook.com/CaliforniaExpandedLearningPrograms



@CaELPrograms



[Quoted text hidden]



Updated (May - 2024) - Expanded Learning Opportunity Program Details													
Non-instructional day	Day	Date	Activity	Location	Number of Students	Admission/Lodging/Vendor Enrichment	Transportation	Food/Meals	Number of Staff	Rate	Hours	Staff Cost	Total Cost
	Mon - Friday		After School - ELO-P study hall/clubs (Start date 3/27 - 5/21) (33 Days) - 2 Hours	On Site	200			\$10,890	15	50		\$27,000	\$37,890
	Non instructional day		Non instructional day (Start date 3/27-5/21) - 14 Days - 9 Hours	On Site	200				25	50		\$157,500	\$157,500
			ELOP Hours - Robert Half						1			\$3,000	\$3,000
	Mon - Friday		After School Instructor/Club Advisor (17 days) - Starting 5/21/24	On Site	200			\$5,610	15	75		\$38,250	\$38,250
	Mon - Friday		ELOP Supervisor (17 Days)	On Site					6	100		\$20,400	\$20,400
1	Saturday	March 23	Jelly Belly Factory Tour & Boomers (E)	Livermore	100	\$2,500	\$3,000	\$3,500	6	50	9.00	\$2,700	\$11,700
	Saturday	March 23	Academic School Day/Enrichment (8:00-5:00)	On Site	100	\$0	\$0						
	Thursday	March 28	Academic 4:00-5:00 (A's Opening Day (All)) - 5:30-10:00 PM	Oakland	100	\$7,700	\$2,203	\$2,200	7	50	6.00	\$2,100	\$12,403
2	Saturday	March 30	Jelly Belly Factory Tour & Boomers (M)	Livermore	100	\$2,500	\$4,300	\$3,500	7	50	9.00	\$3,150	\$13,450
3	Monday	April 1	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	40				2	50	9.00	\$900	\$900
4	Tuesday	April 2	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	40				2	50	9.00	\$900	\$900
5	Wednesday	April 3	Aerospace Museum of California (All)	McClellan	40	\$2,000	\$4,000		4	50	9.00	\$1,800	\$7,800
6	Thursday	April 4	The Tech Interactive	San Jose	40	\$2,500	\$4,000		5	50	9.00	\$2,250	\$8,750
7	Friday	April 5	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	10				5	50	9.00	\$2,250	\$2,250
8	Saturday	April 6	Exploratorium (M)	San Francisco	21	\$0	\$3,000		3	50	9.00	\$1,350	\$4,350
9	Saturday	April 13	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	10				2	50	9.00	\$900	\$900
10	Saturday	April 20	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	10				2	50	9.00	\$900	\$900
	Saturday	April 20	Exploratorium (M)	San Francisco	100	\$2,495			2	50	9.00	\$900	
11	Saturday	April 27	Academic School Day/Enrichment/SBAC Test Prep (8:00-5:00)	On Site	50				2	50	9.00	\$900	\$900
													\$0
12	Saturday	May 4	Exploratorium (ES / MS)	San Francisco	50	\$1,397	\$300		6	50	9.00	\$2,700	\$4,397
13	Saturday	May 11	Exploratorium (ES / MS)	San Francisco	50	\$1,397	\$300		6	50	9.00	\$2,700	\$4,397
14	Saturday	May 18	Academic School Day/Enrichment (8:00-5:00)	On Site	10			\$2,000	2	50	9.00	\$900	\$2,900
15	Saturday	May 25	Academic School Day/Enrichment (8:00-5:00)	On Site	10			\$2,000	2	50	9.00	\$900	
16	Saturday	June 1	Academic School Day/Enrichment (8:00-5:00)/World Culture Day	On Site	150	\$8,470	\$3,000	\$2,000	7	100/75	10.50	\$6,825	\$20,295
17	Sunday	June 2	Santa Cruz (All)	Santa Cruz	150	15,500	\$6,570	\$0	8	100/75	13.00	\$9,425	31,495
18	Friday	June 7	Redwood Alliance (June 7th) 4:00-12:00 AM	Redwood Alliance	34	\$5,422.50			11	100/75	8.00	\$6,600	\$6,600
19	Saturday	June 8	Cal Academy of Sciences (ES)	San Francisco	41	\$3,569	\$3,000	\$2,000	8	75	9.00	\$5,400	\$13,969
	Saturday	June 8	Redwood Alliance (June 8th) 6:30 AM - 4:30 AM	Redwood Alliance	34				11	100/75	22.50	\$17,575	\$17,575
20	Sunday	June 9	Redwood Alliance (June 9th) 7:00 AM - 4:00 PM	Redwood Alliance	34				11	100/75	9.00	\$8,325	\$8,325
	Sunday	June 9	MOCHA	Oakland	14				2	75	9.00		
21	Saturday	June 15	Academic School Day/Enrichment (8:00-5:00)	On Site	20				3	100	9.00	\$2,700	\$2,700
22	Sunday	June 16	Academic School Day/Enrichment (8:00-5:00)	On Site	20				3	100	9.00	\$2,700	\$2,700
23	Thursday	June 20	Academic School Day/Enrichment (9:00-6:00)	On Site	10				2	100	2.00	\$400	\$400
24	Friday	June 21	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,750			2	100	2.00	\$400	\$2,150
25	Saturday	June 22	Academic School Day/Enrichment (8:00-5:00)	On Site	10				4	100	9.00	\$3,600	\$3,600
26	Sunday	June 23	Academic School Day/Enrichment (8:00-5:00)	On Site	10				5	100	9.00	\$4,500	\$4,500
27	Monday	June 24	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,050			3	100	2.00	\$600	\$1,650
28	Tuesday	June 25	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,050			3	100	2.00	\$600	\$1,650
29	Wednesday	June 26	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,050			3	100	2.00	\$600	\$1,650
30	Thursday	June 27	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,050			3	100	2.00	\$600	\$1,650
31	Friday	June 28	Academic School Day/Enrichment (9:00-6:00)	On Site	10	\$1,750			3	100	2.00	\$600	\$2,350
31	Saturday	June 29	Academic School Day/Enrichment (8:00-5:00) Nexplore Field Day Enrichment Offering	On Site	20				3	100	9.00	\$2,700	\$2,700
32	Sunday	June 30	Academic School Day/Enrichment (8:00-5:00) Nexplore Field Day Enrichment Offering	On Site	10				3	100	9.00	\$2,700	\$2,700
			<b>Total Spend:</b>			<b>\$63,151</b>	<b>\$33,673</b>	<b>\$17,200</b>				<b>\$351,200</b>	<b>\$462,596.25</b>

## ELO-P BUDGET PLANNING SPREADSHEET (2023-2024 - Update)

### MIDDLE SCHOOLS 2023-2024

<b>Site Name:</b>	American Indian Public Charter School II (K-8)		<b>ELOP</b>
Average # of students to be served daily (ADA): 200			School Site
	<b>TOTAL GRANT AWARD</b>		

#### MEALS, TRANSPORTATION, LODGING

	Transportation		\$30,306
	Adimission/Lodging		\$56,836
	Afterschool Snacks/Meals		\$15,480
	<b>Total</b>		<b>\$102,621</b>

#### PERSONNEL

	Program Instructor/Club Advisor - After School Program Supervisor -Afterschool Program Instructor/Club Advisor - Non-Instructional Day Program Supervisor - Non-instructional day		\$316,080
	<b>Total personnel</b>		<b>\$316,080</b>

#### BENEFITS

3000's	Benefits (rate: 25%)		\$79,020
	<b>Total benefits</b>		<b>\$79,020</b>

#### BOOKS AND SUPPLIES

6141	Supplies (Yearbook, classroom materials and supplies)		\$50,000
6270	Professional Development		\$0
	<b>Total books and supplies</b>		<b>\$50,000</b>

#### CONTRACTED SERVICES

6245	Contractors (Air Reading)		\$750,000
6245	Other contractors		\$75,000
	<b>Total services</b>		<b>\$825,000</b>

#### IN-KIND DIRECT SERVICES

	ASES - In Kind		\$25,000
	<b>Total services</b>		<b>\$25,000</b>

	<b>Subtotals</b>		<b>\$1,397,721</b>
	<b>Total</b>		<b>\$1,397,721</b>

## ELO-P BUDGET PLANNING SPREADSHEET (2023-2024 - Update)

**MIDDLE SCHOOLS 2023-2024**

<b>Site Name:</b>	AIMS College Prep Middle School			<b>ELOP</b>
Average # of students to be served daily (ADA):	40			School Site
	<b>TOTAL GRANT AWARD</b>			

**MEALS, TRANSPORTATION, LODGING**

	Transportation		\$6,315
	Adimission/Lodging		\$6,315
	Afterschool Snacks/Meals		\$1,720
	<b>Total</b>		<b>\$14,350</b>

**PERSONNEL**

	Program Instructor/Club Advisor - After School Program Supervisor -Afterschool Program Instructor/Club Advisor - Non-Instructional Day Program Supervisor - Non-instructional day		\$35,120
	<b>Total personnel</b>		<b>\$35,120</b>

**BENEFITS**

3000's	Employee (rate: 25%)		\$8,780
	<b>Total benefits</b>		<b>\$8,780</b>

**BOOKS AND SUPPLIES**

6141	Supplies (Yearbook, classroom materials and supplies)		\$2,600
6270	Professional Development		\$0
	<b>Total books and supplies</b>		<b>\$2,600</b>

**CONTRACTED SERVICES**

6245	Contractors (Air Reading)		\$101,200
6245	Other contractors		\$5,000
	<b>Total services</b>		<b>\$106,200</b>

**IN-KIND DIRECT SERVICES**

	ASES - In Kind		
	<b>Total services</b>		

	<b>Subtotals</b>		<b>\$167,050</b>
	<b>Total</b>		<b>\$167,050</b>



# Coversheet

## Teach Like a Champion

<b>Section:</b>	II. Action Items
<b>Item:</b>	D. Teach Like a Champion
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Teach Like a Champion Invoice.pdf Teach Like a Champion Cover Letter.docx.pdf

**Teach Like a Champion at Array Education**  
 25 Broadway, Fl 3  
 New York, NY 10004  
 (646) 893-9016

# TLAC INVOICE



Teach Like a **CHAMPION**®

**Invoice #:** P0724-0712  
**Invoice Date:** 08/02/24  
**Amount Due:** \$32,500.00

**Bill To:**

AIMS K-12  
 171 12th Street  
 Oakland, CA 94607  
 United States

Due Date	Terms
09/01/24	Net 30

Item	Description	Quantity	Price	Amount
Partnership Fees	2 day in-person workshop, one day Engaging Academics, one day Check for Understanding (Aug 8-9, 2024)	1	\$32,500.00	\$32,500.00

**Total:** \$32,500.00  
**Payments:** \$0.00  
**Amount Due:** \$32,500.00

Payments options include:

- (1) BILL: Payment network ID is 0234911925887340, email is TLAC@arrayeducation.org. You can also click on the link in your invoice email to pay directly in BILL.
- (2) Electronic payment via ACH or wire - ABA routing #: 021000021, Account #: 758293927, Account Name: Array Education
- (3) Check payments in USD made out Array Education (address above).

TLAC is a program of Array Education.

If you have questions about your invoice, please contact us at (646) 893-9016 or finance@arrayeducation.org.

Thank you!

Teach Like a Champion at Array Education

To pay online, go to <https://app02.us.bill.com/p/teachlikeachampionatarray>



## AIMS K-12 College Prep Charter District Board Submission Cover Letter

### Submitter Information

Full Name: Christopher Ahmad  
Position/Title: Director of Data and Academics  
Department: Academics  
Date of Submission (MM/DD/YYYY): 7/6/2024

### Item Details

Title of Item: Teach Like a Champion Professional Development

Is this item a:  New Submission

Renewal

If Renewal: Please summarize any changes from the previous submission:

### Approvals

Has this item been reviewed by:

Superintendent

Chief Business Officer (CBO) (If budget changes)

Director of Compliance (If plan changes)

Neither

### Committee Review

Has this item been through the appropriate committee review process?

Yes  No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

### Deadline Information

Is there a submission deadline for this item?

Yes  No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/15/2024

### Financial Information (if applicable):

Total Cost: \$32,500

Is this expenditure included in the annual budget?

Yes  No

Please specify in which plan this expense is indicated:

4410	7435 (LREBG)
------	--------------

# Coversheet

## TCI Curriculum

<b>Section:</b>	II. Action Items
<b>Item:</b>	E. TCI Curriculum
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	TCI Cover Letter (1).docx.pdf LCAP 1.1 Curriculum (AIPCSII).png LCAP 1.1 Curriculum (AIMS MS).png TCI Quote.pdf



## AIMS K-12 College Prep Charter District Board Submission Cover Letter

### Submitter Information

Full Name: Christopher Ahmad  
Position/Title: Director of Data and Academics  
Department: Academics  
Date of Submission (MM/DD/YYYY): 7/26/2024

### Item Details

Title of Item: TCI Curriculum  
Is this item a:  New Submission  
 Renewal

If Renewal: Please summarize any changes from the previous submission:

### Approvals

Has this item been reviewed by:  
 Superintendent  
 Chief Business Officer (CBO) (If budget changes)  
 Director of Compliance (If plan changes)  
 Neither

### Committee Review

Has this item been through the appropriate committee review process?  
 Yes  No  
If yes: Please specify which committee(s) and provide minutes or approval documentation:  
  
If no: Explain why: Bringing the contract to the board for the first time

### Deadline Information

Is there a submission deadline for this item?  
 Yes  No  
If yes: Please indicate the deadline date (MM/DD/YYYY): 8/14/2024

### Financial Information (if applicable):

Total Cost: \$AIPCS I: 10,515.69  
AIPCS II: 10265.31

Is this expenditure included in the annual budget?  
 Yes  No  
Please specify in which plan this expense is indicated:  
LCAP - Goal 1, Action 1.1

LCAP 1.1 from AIPCS I and II.





Navigation and formatting toolbar including icons for undo, redo, print, save, zoom (100%), text style (Normal text), font (Arial), font size (12), bold (B), italic (I), underline (U), text color (A), and various alignment and list options.

Action #	Title	Description	Total Funds
1.1	Textbooks and Supplemental Curriculum, and Individual Online Learning Platforms	Approved textbooks and standards aligned instructional materials will ensure that students will have access to appropriate curriculum. Supplement testing prep materials (CAASPP, CAST and CAT). Approved online learning programs to supplement learning and promote student success. Quill Writing, IXL, Kami, ALEKS \$4000 ESSER III 10,000,000F	\$17,226





**Quote #: Q-27019-2**  
 Date: 3/12/2024  
 Expires On: 5/10/2024  
 Prepared By: Catherine Lisenby  
 Email: info@teachtci.com  
 Phone: 800-497-6138

**Quote for:**

Aims K-12 Clg Prep Charter Dst  
 Zubida Bakheit  
 zubida.bakheit@aimsk12.org

**Ship to:**

Aims K-12 Clg Prep Charter Dst  
 171 12th St  
 Oakland, CA 94607

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-TL-01	Middle School (6-8) Social Studies: Teacher License (1 Yr)	Digital	\$289.00	\$289.00	9	\$2,601.00
MS-SS-SL-01	Middle School (6-8) Social Studies: Student License (1 Yr)	Digital	\$32.00	\$32.00	450	\$14,400.00
218-4	HA! Ancient World: Notebook	Print English	\$8.00	\$8.00	150	\$1,200.00
239-9	HA! Medieval World and Beyond: Notebook	Print English	\$8.00	\$8.00	150	\$1,200.00
272-6	HA! US Through Industrialism: Notebook	Print English	\$8.00	\$8.00	150	\$1,200.00

<b>TOTAL:</b>	<b>\$20,601.00</b>
---------------	--------------------

Shipping (5%) \$180.00

<b>Grand Total</b>	<b>\$20,781.00</b>
--------------------	--------------------

**Terms and Conditions**

**Business Terms**

TCI's Business Terms apply to all orders. View details at <https://www.teachtci.com/tci-business-terms>

**How to Order**

Please include a copy of this quote with your purchase order to expedite your order and ensure you receive the pricing quoted above. Adjustments cannot be made after the order has been fulfilled. Place orders online at <https://shop.teachtci.com> or send using one of the following options:

- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040
- If paying by check, send payment to PO Box 6004, Whittier CA 90607

Download a copy of TCI's W-9 at <https://www.teachtci.com/w9>

**License Contact**

Set-up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

**Shipping**

Shipping and handling fees do not apply to teacher and student license-only products.

**Print Subscriptions**

If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

**Student Journal Bundles**

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

# Coversheet

## McGraw Hill

<b>Section:</b>	II. Action Items
<b>Item:</b>	F. McGraw Hill
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	McGraw Hill Chemistry Cover Letter (1).docx.pdf McGraw Hill Quote.pdf



## AIMS K-12 College Prep Charter District Board Submission Cover Letter

### Submitter Information

Full Name: Christopher Ahmad  
Position/Title: Director of Data and Academics  
Department: Academics  
Date of Submission (MM/DD/YYYY): 7/6/2024

### Item Details

Title of Item: McGraw Hill Chemistry  
Is this item a:  New Submission  
 Renewal

If Renewal: Please summarize any changes from the previous submission:

### Approvals

Has this item been reviewed by:

- Superintendent
- Chief Business Officer (CBO) (If budget changes)
- Director of Compliance (If plan changes)
- Neither

### Committee Review

Has this item been through the appropriate committee review process?

- Yes  No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why: Bringing the contract to the board for the first time

### Deadline Information

Is there a submission deadline for this item?

- Yes  No

If yes: Please indicate the deadline date (MM/DD/YYYY): 7/15/2024

### Financial Information (if applicable):

Total Cost: \$17,238.25

Is this expenditure included in the annual budget?

- Yes  No

Please specify in which plan this expense is indicated:

LCAP - Goal 1, Action 1.1



Because learning changes everything.®

**QUOTE PREPARED FOR:**

American Indian Public CS HS  
 746 GRAND AVE  
 OAKLAND, CA 94610-2714  
 ACCOUNT NUMBER: 187484

**SUBSCRIPTION/DIGITAL CONTACT:**

Chaniel Clark  
 chaniel.clark@aimsk12.org  
 5102205044

**CONTACT:**

Chaniel Clark  
 chaniel.clark@aimsk12.org  
 5102205044

**SALES REP INFORMATION:**

Gary Costley  
 gary.costley@mheducation.com  
 (916) 204-0645

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">OVERBY MHE HS CHEMISTRY 15 2025</a>	\$14,490.00	\$0.00	\$14,490.00
<b>PRODUCT TOTAL*</b>	<b>\$14,490.00</b>	<b>\$0.00</b>	<b>\$14,490.00</b>
ESTIMATED S&H**			\$1,219.23
ESTIMATED TAX**			\$1,529.02
<b>GRAND TOTAL*</b>			<b>\$17,238.25</b>

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

Access to the teacher online resources (e.g., Instructor's Manual, etc.) on Connect, our Higher Ed Platform, is free with the purchase of the student text/digital. Your teacher can register @ [mheonline.com/connectactivation](http://mheonline.com/connectactivation)

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
 Email: orders\_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 05/23/2024      ACCOUNT NAME: American Indian Public CS HS      EXPIRATION DATE: 08/21/2024  
 QUOTE NUMBER: MROSS-05232024040651-001      ACCOUNT #: 187484      PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>OVERBY MHE HS CHEMISTRY 15 2025</b>					
MHE HIGH SCHOOL CHEMISTRY	978-1-26-514330-5	120	\$120.75	\$0.00	\$14,490.00
Teacher Resources are digital only and may be registered for @ mheonline.com/connectactivation					
<b>OVERBY MHE HS CHEMISTRY 15 2025 Subtotal:</b>				<b>\$0.00</b>	<b>\$14,490.00</b>

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
 Email: orders\_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 05/23/2024      ACCOUNT NAME: American Indian Public CS HS      EXPIRATION DATE: 08/21/2024  
 QUOTE NUMBER: MROSS-05232024040651-001      ACCOUNT #: 187484      PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

American Indian Public CS HS  
 746 GRAND AVE  
 OAKLAND, CA 94610-2714  
 ACCOUNT NUMBER: 187484

**CONTACT:**

Chaniel Clark  
 chaniel.clark@aimsk12.org  
 5102205044

VALUE OF ALL MATERIALS	\$14,490.00
FREE MATERIALS	\$0.00
<b>PRODUCT TOTAL*</b>	<b>\$14,490.00</b>
ESTIMATED SHIPPING & HANDLING**	\$1,219.23
ESTIMATED TAX**	\$1,529.02
<b>GRAND TOTAL</b>	<b>\$17,238.25</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Chaniel Clark  
 chaniel.clark@aimsk12.org  
 5102205044

Comments:

Thank you!

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
 Name of School Official (Please Print)

\_\_\_\_\_  
 Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
 Email: orders\_mhe@mheducation.com | Phone: (800) 780-0246 | Fax: (866) 513-8081

QUOTE DATE: 05/23/2024      ACCOUNT NAME: American Indian Public CS HS      EXPIRATION DATE: 08/21/2024  
 QUOTE NUMBER: MROSS-05232024040651-001      ACCOUNT #: 187484      PAGE #: 3

# Coversheet

## Revised Bylaws

<b>Section:</b>	II. Action Items
<b>Item:</b>	G. Revised Bylaws
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Revised.Bylaws.Revision date 6_18_24.pdf





**AIMS K - 12**  
COLLEGE PREP  
CHARTER DISTRICT

# BY-LAWS OF AMERICAN INDIAN MODEL SCHOOLS

## Table of Contents

Article 1 - OFFICES..... 2

Article 2 - PURPOSES..... 2

Article 3 - BOARD OF DIRECTORS..... 3

Article 4 - MEETINGS OF THE BOARD..... 6

Article 5 - ACTIONS BY THE BOARD..... 8

Article 6 - OFFICERS..... 11

Article 7 - COMMITTEES..... 14

Article 8 - EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS..... 15

Article 9 - CORPORATE RECORDS, REPORTS, AND SEAL..... 16

Article 10 - FISCAL YEAR..... 18

Article 11 - AMENDMENT OF BYLAWS..... 18

Article 12 - AMENDMENT OF ARTICLES..... 18

Article 13 - PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS..... 18

Article 14 - MEMBERS..... 19

CERTIFICATE OF SECRETARY..... 19

---

## Article 1 - OFFICES

### Section 1. CORPORATE NAME

The name of this corporation is American Indian Public Schools. (“Schools”)

### Section 1.2 PRINCIPAL OFFICE

The principal office of the corporation shall be located at 171 12<sup>th</sup> Street, Oakland, California 94607 in Alameda County of California.

### Section 1.3 OTHER OFFICES OF THE CORPORATION

The corporation may also establish branch or subordinate offices at any place or places within or without the state of California, where it is qualified to conduct its activities.

---

## Article 2 - PURPOSES

### Section 2. PURPOSES

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote *the AIMS K12 College Prep Charter district doing business as* American Indian Model Schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The specific purposes for which this corporation is organized are to meet the academic, social, cultural and developmental needs of students, and in an environment that respects the integrity of the individual student and diverse cultures and knowledge and which creates educational partnerships among teachers, students, parents, and the wider community consisting of individuals businesses, institutions and cultural organizations.

### Section 2.1 POLICY OF NONDISCRIMINATION

American Indian Model Schools is non-sectarian in its programs, policies, employment,

practices and all other operations. As a public charter school, it does not charge tuition, or discriminate on the basis of race, national origin, gender, sexual orientation, religion or spiritual practice or disability.

---

## **Article 3 - BOARD OF DIRECTORS**

### **Section 3. GENERAL POWER**

The Board shall conduct and direct the affairs of the Corporation and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, and these Bylaws. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

#### **Section 3.1 SPECIFIC POWERS**

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the fully responsible for the operation of the operations and fiscal affairs of the American Indian Model Schools including, but limited to the following:

- Elect and remove Directors
- Set policies for schools and organization
- To call, hold, and conduct meetings of the Corporation's Board in accordance with the Ralph M. Brown Act (Government Code §§54950 *et. seq.*) ("the Brown Act").
- Hire, support, supervise, evaluate, discipline, and dismiss separate from the Super
- Approve contractual agreements
- Approve and monitor the implementation of general policies of AIMS.
- Approve and monitor AIMS annual budget and budget revisions.
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of AIMS in accordance with applicable laws and the receipt of grants and donations consistent with the mission of AIMS.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted account practices.
- Approve annual independent fiscal audit and performance report
- Establish operational committees as needed.
- Borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore.
- Engage in ongoing strategic planning.
- Act as a hearing body and take action on recommended student expulsions. Change the principal office of the principal business office in California from one location to another
- Amend the Articles of Incorporation and By-laws

## Section 3.2 NUMBER OF DIRECTORS AND QUALIFICATIONS

The corporation shall have at least three (3) and no more than seven (7) directors and collectively they shall be known as the Board of Directors. The number may be changed by amendment of these Bylaws, or repeal of these Bylaws and adoption of new Bylaws, as provided in these Bylaws.

The qualifications for Directors are generally the ability to attend board meetings, a willingness to actively support and promote the corporation and a dedication to its charitable endeavors. The desired qualifications for serving as a director are a business owner/managers from the Bay Area; a person with background in finance, investments city business and/or banking; a person with educational leadership experience and background; a persona affiliated, or has been affiliated with a college or university; one director may be a university student, and/or alumni of AIMS Charter Schools a person with a fund development background; and a person affiliated or familiar with commercial real estate expertise.

## Section 3.3 NOMINATION, ELECTION AND TERM OF OFFICE

- A. **Nomination** – ~~The President of the board shall appoint a Board Nominating committee to nominate qualified candidates for election to the board at least 40 days before the date of any election of directors. The Board Nominating Committee shall make its report at least 10 days before the date of the election, or as such other time that the board may act, and the secretary or president shall forward to each member of the board of directors, with notice of meeting required by the Bylaws, a list of candidates nominated by the committee.~~

The board will meet at their annual retreat to identify the criteria for filling board vacancies. The board will authorize the posting of an application for potential candidates. A committee of the board, or the Superintendent as the board's designee, shall conduct the initial interview. The candidate will then present their interest and qualifications to the board as a whole in a publicly noted hearing. During this hearing, the public will have the opportunity to comment on the candidate. The board will conduct a public vote to approve or deny the appointment of the candidate as a board member.

- B. **Election** – The Board shall elect all Directors, whether due to vacancy, completion of term of office, or otherwise, by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.
- C. **Time of Elections** – The Board shall elect Directors at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Each new Director shall take office at the conclusion of the Annual Meeting **or duly noted hearing or meeting** at which he/she is elected.
- D. **d) TERMS OF OFFICE** - Terms of office for each director shall typically be four (4) years, **but can be extended by a majority vote of the board**, with ~~new directors seated at the annual board meeting and~~ with terms staggered so that, as near as possible, one half of the Board comes to the end of their term each year. ~~A director may serve no more than two consecutive four-year terms. Upon a showing of special circumstances, a director may request, and with Board approval, be appointed to a one-year term.~~

### Section 3.4 COMPENSATION

Directors and members of committees shall receive ~~no~~ compensation for their services as directors, **which shall be voted upon in a public, duly noted meeting, but they** may receive just and reasonable reimbursement for expenses.

### Section 3.5 RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these Bylaws not more than twenty-five percent (25%) of persons serving on the board may be interested persons. For purposes of this section, "interested persons" mean either:

- A. Any person currently being compensated **other than board compensation** by the corporation for services rendered it within the previous twelve (12) months, whether as a full-or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- B. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person.
- C. **Any person with a child or close relative as an AIMS student.**

However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation

### Section 3.6 VACANCIES

Vacancies on the Board of Directors shall exist (1) on death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under in Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the directors then in office **at a duly noted public board meeting**. Any director missing two consecutive board meetings is subject to removal, **but it is not mandatory**. Said removal can be effectuated through a majority vote of those directors present.

Any director may resign effective upon giving a written notice to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

Vacancies on the board may be filled. Directors nominated to fill vacancies may be elected by majority vote at any regular or special meeting.

A person elected to fill a vacancy as provided by this Section shall hold office until the end of the term they are filling or until his or her death, resignation or removal from office.

### **Section 3.7 NON-LIABILITY OF DIRECTORS**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

### **Section 3.8 INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

To the fullest extent permitted by law, this corporation shall indemnify its Directors, officers, employees and other persons described in Corporations Code section 5238(a), including persons formerly occupying such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses” shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board by any person seeking indemnification under Corporations Code Section 5238(b) or (c), the Board shall decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or (c) has been met, and if so, the Board may authorize indemnification.

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in the defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

---

## **Article 4 - MEETINGS OF THE BOARD**

### **Section 4. PLACE OF MEETINGS**

Meetings shall be held at the principal office of the corporation or the publicly noticed location stated on an agenda posted in compliance with the Brown Act. Any meeting regular or special, may be held by conference telephone or any conferencing technology, so long as all director’s participation in such a meeting can hear each other and all other applicable legal requirements are complied with including, but not limited to “the Brown Act” Cal. Gov. Code § 54950 et seq.

### **Section 4.1 MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT**

Any Board meeting may be held by telephone conference, video conferencing/screen communication,

or other video/screen communications equipment. Participation in such a meeting shall constitute in person presence if all the following apply:

- A. **(a)** Each member participating in the meeting can communicate concurrently with all

other members;

- B. **(b)** Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objective to, a specific action taken by the Corporation;
- C. **(c)** The Board has adopted and implemented a means of verifying both of the following: A person communication by telephone, video conferencing/communication screen, or other communications equipment is a director entitled to participate in the Board meeting; and
- D. All statements, questions, actions or votes were made by the director and not by another person not permitted to participate as a director.

The meeting must meet all the requirements of the Brown Act (Government Code section 54950 et. seq.).

## **Section 4.2. REGULAR AND ANNUAL MEETINGS**

Regular meetings of directors shall be held at least quarterly, at such date and time as determined by the Board of Directors. Regular meetings shall typically be held on the third Tuesday of each month at the publicly noticed location.

This corporation makes no provision for members, therefore, at the annual meetings of directors held on the third Tuesday of June, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day. Directors shall be elected by the Board of Directors in accordance with this section.

## **Section 4.3 SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the President, the Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons call the meeting, and in the absence of such designation, at the principal office of the corporation. Any and all special meetings must comply with all applicable laws, including but not limited to “the Brown Act” Cal. Gov. Code § 54950 et seq.

## **Section 4.4 EMERGENCY MEETINGS**

Emergency meetings may be held for those limited purposes as specified in the Brown Act. Notice and posting of agendas shall be made in accordance with the Brown Act. An “emergency” as defined in Government code, section 54956.5 includes “matters upon which prompt action is necessary due to the disruption of public facilities” such as a “work stoppage or other activity which severely impairs public health, safety, or both” as a “crippling disaster which severely impairs public health, safety, or both.”

## **Section 4.3 NOTICE OF MEETINGS**

Regular meetings must be noticed through the posting of an agenda at least 72 hours before the meeting. Members of the public may request that a copy of the agenda and “all documents constituting the agenda packet” be mailed to them **at the requestor’s expense**. They will be mailed when the agenda is posted or when it is distributed to a majority of the legislative body,

whichever is first. The agency may charge a fee for mailing the materials, not to exceed the cost of providing the mailing service, **and the staff hours beyond average contracted time.**

Special meetings may be called, but only upon 24 hours' notice to each local newspaper of general circulation, radio or television station that has in writing requested notice. The notice must be posted in a location freely accessible to the public. Only the business specified for discussion at the special meeting

Emergency meetings may be called under specific, drastic circumstances ("work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body"). The 24-hour notice is not necessary, but a 1-hour notification of those media requesting notice is necessary if possible.

## **Section 4.4 CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any regular or special board meeting shall be specified consistent with the Brown Act.

## **Section 4.5 WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a constant to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

---

## **Article 5 - ACTIONS BY THE BOARD**

### **Section 5. QUORUM FOR MEETINGS**

A quorum shall consist of a majority of the Board of Directors then in office.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors' present at such meetings may adjourn from time to time until fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a



withdrawal from the meeting, provided that an action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation. Directors may not vote by proxy.

### **Section 5.1 ACTIONS BY THE BOARD**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committee (Corporation Code § 5212), approval of contracts or transactions in which a director has a material financial interest (Corporation Code § 5233) and indemnification of directors (Corporation Code § 5238e), require a greater percentage of different voting rules for approval or a matter by the Board.

### **Section 5.2 CONDUCT OF MEETINGS**

Meetings of the Board shall be presided over in the following order of priority. President, Vice President, Treasurer or Secretary. In the absence of the previously named officers, a Director chosen by a majority of the Directors present at the meeting shall preside over the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his/her absence or need to preside over the meeting, another person chosen by a majority of the Directors present at the meeting shall act as Secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with previous of law.

### **Section 5.3 RULES OF PROCEDURES**

All meetings of the Board and of the committees, shall be conducted in accordance with Robert's Rules of Order.

### **Section 5.4 PARTICIPATION IN DISCUSSIONS AND VOTING**

Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board committee, except as follows. No Director shall participate in either the discussion or vote on any matter involving:

1. a self-dealing transaction;
2. a conflict of interest, as defined by law or in any Board-adopted conflict of interest policy;
3. indemnification of the Director; or
4. any other matter in which the law prohibits that Director's participation.

### **Section 5.5 DUTY TO MAINTAIN BOARD CONFIDENCES**

Every Director has a duty to maintain the confidentiality of all Board discussions held during the closed session. A Director shall not disclose confidential records. Any Director violating

these duties may be removed from the Board, and may be subject to any lawful penalty.

## Section 5.6 BOARD TRAINING

The Board shall annually participate in training, which shall include, at a minimum conflict of interest and Brown Act training.

## Section 5.3 STANDARD OF CARE

- A. Performance of Duties. Each Director shall perform all duties of a Director, including duties on any Board committee, in good faith, in a manner the Director believes to be in the Corporation's best interest and with such care, including reasonable inquiry, as the ordinary prudent person in a like position would use under similar circumstances.
- B. Reliance on Others. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
  - a. One or more Officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented.
  - b. Legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
  - c. A Board committee on which the Director does not serve, as to matters within the designated authority, provided the Director believes the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets are contributed to the Corporation.

## Section 5.4 CONTRACTS WITH DIRECTORS AND OFFICERS

No director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding the director's financial interest in such contract or transaction or regarding such common directorship, officer ship, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction, (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for the purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (b) results to a benefit to one or more directors or their families because they are the class of persons intended to be benefited by the educational or charitable program of this Corporation. All actions taken under this Section must be made in compliance with all applicable conflict of interest laws, and the "Schools" Conflict of Interest Code.

## **Section 5.5 CONFLICT OF INTEREST**

Any Director, officer, key employee, or committee member having an interest in a contract, or transaction, or program presented to or discussed by the Board or committee for authorization, approval, or ratification shall make a prompt and clear disclosure of his or her interest to the board or committee prior to its acting on such contract or transaction.

Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during, in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made the vote thereon and where applicable, the abstention from voting.

Charter schools and "any entity managing a charter school" will have to follow the same types of policies and laws as traditional districts in regards to open meeting and conflict of interest policies and disclosure laws. Charter schools and their governing bodies will be held to the same conflict of interest standards as other school district governing boards. Charter school governing body members and employees will need to file statements of economic interest (Form 700) which could make public any potential conflicts of interest that individuals may have.

Pursuant to the board approved *Conflict of Interest Code*, all Board of Trustees, Superintendent and other designated employees shall file Statements of Economic Interests (Form 700) with the American

Indian Model Schools Office. All statements shall be available for public inspection and reproduction. (Gov. Code, 81008.) All statements will be retained for at least 5 years. In addition, all Board of Trustees, Superintendent and other designated employees shall sign the Conflict of Interest Form and Non-Disclosure Statement.

---

## **Article 6 - OFFICERS**

### **Section 6. NUMBER OF OFFICERS**

The officers of the corporation shall be a President, a Secretary, and Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurer, or other officers. Any number

of officers may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairperson of the Board.

### **Section 6.1 QUALIFICATION, ELECTION, AND TERM OF OFFICE**

Any person may serve as an officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office for an annual term, or until his or her successor shall be elected and qualified, whichever occurs first.

### **Section 6.2 REMOVAL AND RESIGNATION**

Any officer may be removed without cause by the Board of Directors at any time by majority vote of those directors' present at a duly held meeting. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

### **Section 6.3 VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in officers of the officers appointed at the discretion of the board may or may not be filled as the board shall determine.

### **Section 6.4 DUTIES OF PRESIDENT**

The President shall be ~~the chief executive officer of the corporation and shall~~, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be

required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, he or she shall preside at all meetings of the Board of Directors. If applicable, the President shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of, the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

### **Section 6.5 DUTIES OF VICE PRESIDENT**

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have

other powers and perform such other duties as be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

## **Section 6.6 DUTIES OF SECRETARY ( Board Officer)**

The Secretary shall:

1. Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended to date.
2. Keep at the principal office of the corporation or such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
4. Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.
5. Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
6. Exhibit at all reasonable times to any director of the corporation, or his or her agent or attorney, on request therefore, the Articles of Incorporation, Bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.
7. In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## **Section 6.7 DUTIES OF TREASURER**

1. Subject to the provisions of these Bylaws relating to the “execution of Instruments, Deposits and Funs,” the Treasurer shall:
2. Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.
3. Receive, and give receipt for, the monies due and payable to the corporation from any source whatsoever.
4. Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
5. Keep and maintain adequate and correct accounts of the corporation’s properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
6. Exhibit all reasonable times the books of accounts and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.
7. Render to the President and directors, whenever requested, an account of any or all of

his or her transactions as Treasurer and of the financial condition of the corporation.

8. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
9. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## Article 7 - COMMITTEES

### Section 7. BOARD COMMITTEES

The Board may create one or more standing or ad hoc committees to serve at the pleasure of the Board. Appointments to such Board committees shall be by majority vote of the Directors then in office, and the Chairperson of such Board committees shall be appointed by the President of the Board. Unless otherwise provided in these Bylaws or by the laws of the State of California, each committee shall have all of the authority of the Board to the extent delegated by the Board. However, no committee, regardless of Board resolution, may:

- A. Fill vacancies on the Board or on any committee which has the authority of the Board;
- B. Amend or repeal Bylaws or adopt new Bylaws;
- C. Amend or repeal any resolution of the Board which by its express terms is not to amendable or repeatable;
- D. Appoint committees of the Board or the members thereof;
- E. Approve any self-deal transaction, except as provided in Section 5233 (d)(3) of the California Corporation Code; or
- F. Approve any action for which the California Corporation Code requires the approval of the Board.

By a majority vote of its members then in office the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

### Section 7.1 MEETINGS AND ACTION OF BOARD COMMITTEES

The Board shall have the power to prescribe the manner in which proceedings of any such Board committee shall be conducted. In the absence of any such prescription, the committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, meetings and actions of Board committees shall be governed by, held and taken in accordance with, the provisions of Article 4 of these Bylaws which concern meetings of the Board, with such changes in those provisions as required by this Article 7 and as necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of the committees may be determined by the Board or by the committee. Special meetings of committees may also be called by the Board. The Board may adopt rules for the government of any Board committee

not inconsistent with the provisions of these Bylaws.

Except as otherwise allowed pursuant to the Brown Act, meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

## **Section 7.2 OTHER COMMITTEES**

- A. The President of the Board, subject to the limitations imposed by the Board, or the Board may create other committees, either standing or special, to serve the Board that do not have the powers of the Board. The Board President shall appoint members to serve on such committees, and shall designate the committee chairperson. Each member of a committee shall continue as such until the next annual election of Officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee, or until the authorized business of the committee has been completed.
- B. Such other committees established pursuant to this section may consist of persons who are not members of the Board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as 'advisory' committees.
- C. Meetings of a committee may be called by the Board President, the chairperson of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business of any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.
- D. Any member of a committee may resign at any time by giving written notice to the chairperson of the committee or to the President of the Board. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The Board President may, with prior approval of the Board, remove any appointed member of a committee. The Board President, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

---

## **Article 8 - EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **Section 8.1 EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution

authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so expressly authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or render it liable monetarily for any purpose or in any amount.

## **Section 8.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for payments of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

## **Section 8.3 DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

## **Section 8.4 GIFTS**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purpose of this corporation.

---

# **Article 9 - CORPORATE RECORDS, REPORTS, AND SEAL**

## **Section 9.1 MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal office in the State of California:

(c) Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

(d) Adequate and correct books and records of account, including accounts of its properties, business transactions, assets, liabilities, receipts, disbursements, and gains and losses.

## **Section 9.2 CORPORATE SEAL**

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

## **Section 9.3 DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all



books, records and documents of every kind and to inspect the physical properties of the corporation.

### **Section 9.4 RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of the article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

### **Section 9.5 ANNUAL REPORT**

The board president shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation. The Annual Report shall contain the following information:

- A. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- D. The expenses or receipts of the corporation, for both general and restricted purposes, during the fiscal year;
- E. Any information required by Section 7 of this Article or elsewhere in these bylaws.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

### **Section 9.6 ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS**

This corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

- F. Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest;
- G. Any director or officer of the corporation, or its parent or subsidiary (a more common directorship shall not be considered a material financial interest); or
- H. Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of transactions involving the same persons, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to

any director or officer.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions stating each person's in the transaction and, when practical, the amount of such interest, provided that in the case or a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

---

## **Article 10 - FISCAL YEAR**

### **Section 10 FISCAL YEAR OF THE CORPORATION**

The fiscal year of the corporation shall begin on the 1<sup>st</sup> of July and end on the 30<sup>th</sup> of June in each year.

---

## **Article 11 - AMENDMENT OF BYLAWS**

### **Section 11 AMENDMENT**

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by the Board of Directors. These Bylaws and any amendments to these Bylaws shall become effective immediately upon their adoption.

---

## **Article 12 - AMENDMENT OF ARTICLES**

### **Section 12 AMENDMENTS**

Any amendment of the Articles of Incorporation may be adopted by the Board of Directors.

---

## **Article 13 - PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

### **Section 13 PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in

effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in

the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

---

## **Article 14 - MEMBERS**

### **Section 14.1 NO MEMBERS**

This corporation shall not have any members. Therefore, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors. All rights that would otherwise vest in the members shall vest in the Board of Directors.

### **Section 14.2 ASSOCIATES**

Nothing in this Article 12 shall be construed as limiting the right of the corporation to refer to persons associated with it as “members” even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a members, as set forth in the California Nonprofit Public Benefit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the corporation’s assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

---

## **CERTIFICATE OF SECRETARY**

The undersigned does hereby certify that the undersigned is the Secretary of American Indian Model Schools, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, that the foregoing Bylaws, consisting of \_\_\_\_\_ ( ) pages, of said corporation were duly and regularly adopted as such by the Board of Directors of said

corporation at a meeting held on \_\_\_\_\_, 20\_\_, and that the above and foregoing Bylaws are now in full force and effect.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

Executive Assistant, American Indian Model Schools

# Coversheet

## Board Declaration of Goals FY24-25

<b>Section:</b>	II. Action Items
<b>Item:</b>	H. Board Declaration of Goals FY24-25
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Board Declaration of Goals FY24-25.pdf



## Board of Directors Declaration of Goals

The Board of Directors is committed to driving the continued success and growth of the organization. The Board has identified the following key goals and priorities for the fiscal year: 2024-2025.

### Goals

#### 1. Sustain Academic Excellence:

The Board declares its commitment to providing the necessary resources and support to maintain the organization's reputation for academic excellence and high-quality educational programs.

The Board will work to ensure:

- The percentage of students scoring proficient or advanced on standardized tests increases by 3% annually.
- A 10% growth in the number of students scoring 4 or 5 on AP tests over the next two years.
- All students will have equitable access to current state adopted textbooks, supplemental learning materials, and engaging resources to deepen their learning and promote differentiation to meet multiple learning styles.

#### 2. Student Well-being and Support:

The Board declares its commitment to allocating resources to enhance student well-being and support services.

The Board will work to ensure:

- Mental health programs are implemented in all schools, with a 3% annual increase in student participation.
- The number of special education support staff increases by 3% annually.
- An 85% satisfaction rate is achieved in student well-being surveys.

#### 3. Technology and Innovation:

The Board declares its commitment to investing in technology and innovation to enhance the educational experience.

The Board will work to ensure:

- A 1:1 student-to-device ratio is achieved within the next two academic years.

- Annual technology training is provided for 80% of the teaching staff.

#### 4. **Community and Parental Engagement:**

The Board declares its commitment to supporting initiatives that strengthen community and parental engagement.

The Board will work to ensure:

- The board will host at least two community meetings or events to promote transparency, strengthen relationships with the community, and provide opportunities for opening two-way communication to identify needs, priorities, and inform decision making.
- Website traffic and engagement increase by 3% annually.
- Monthly newsletters are sent with an open rate of at least 50%.

#### 5. **Professional Development:**

The Board declares its commitment to investing in the professional development of the organization's staff.

The Board will work to ensure:

- 80% of teachers participate in at least 15 hours of professional development annually.
- Teacher collaboration sessions increase by 3% each year.
- A 75% satisfaction rate is achieved in professional development feedback surveys.

#### 6. **Facilities and Infrastructure:**

The Board declares its commitment to maintaining and improving the organization's facilities and infrastructure.

The Board will work to ensure:

- Annual safety inspections are completed with a 95% compliance rate.
- A five-year facilities improvement plan is developed and implemented within the next two years.
- At least 5% of the annual budget is allocated to maintenance and upgrades.

#### 7. **Equity and Inclusion:**

The Board declares its commitment to promoting equity and inclusion within the organization.

The Board will work to ensure:

- The achievement gap between different student demographics is reduced by 3% annually.
- Annual diversity and inclusion training is conducted for 80% of the staff.

#### 8. **Financial Stewardship:**

The Board declares its commitment to exercising strong financial stewardship.

The Board will work to ensure:

- A balanced budget is maintained with no deficit spending each fiscal year.

- Grant funding and external partnerships increase by 3% annually.
- Quarterly financial reviews are conducted with 100% transparency and public reporting.

**9. Extracurricular and Enrichment Programs:**

The Board declares its commitment to providing a diverse range of extracurricular and enrichment opportunities for students.

The Board will work to ensure:

- Student participation in extracurricular activities increases by 3% annually.
- A 75% satisfaction rate is achieved in student and parent surveys regarding extracurricular offerings.

**The Board hereby adopts these goals as the strategic priorities for the organization in the 2024-2025 fiscal year.**



# Coversheet

## Board Finance Committee Functions Memo

**Section:** II. Action Items  
**Item:** I. Board Finance Committee Functions Memo  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Board Finance Committee Memo (2).pdf



**AIMS K-12**  
COLLEGE PREP  
CHARTER DISTRICT

171 12th Street, Oakland, CA 94607  
Board@aimsk12.org  
510-893-8701

---

**Date:** May 31, 2024  
**From:** Aims K-12 Board  
**Subject:** Purpose, Role, and Responsibilities of the Finance Committee

**Purpose:**

The Board Finance Committee of Aims K-12 College Prep Charter District is established to provide oversight and guidance on the financial matters of the district. The committee ensures that the district's financial resources are managed effectively and align with the district's mission, goals, and strategic plan.

**Role:**

The role of the Board Finance Committee is advisory in nature. It supports the Board of Trustees by reviewing and making recommendations on financial policies, strategies, and actions. The committee works closely with the district's administration to ensure transparency, accountability, and integrity in the district's financial operations.

**Responsibilities:**

1. Financial Planning and Budgeting:
  - Review and recommend the annual budget to the Board of Trustees.
  - Monitor the implementation of the budget and ensure it aligns with the district's goals and objectives.
  - Assess the financial impact of proposed programs and initiatives.
2. Financial Reporting:
  - Review periodic financial reports, including income statements, balance sheets, and cash flow statements.
  - Ensure accurate and timely financial reporting in compliance with applicable laws and regulations.
  - Oversee the preparation of the district's annual financial statements.
3. Internal Controls and Risk Management:
  - Evaluate the effectiveness of the district's internal controls and financial management practices.

- Recommend improvements to mitigate financial risks and enhance operational efficiency.
  - Monitor compliance with financial policies and procedures.
4. Audit and Compliance:
- Oversee the selection of external auditors and review the scope and results of the annual audit.
  - Ensure that audit findings and recommendations are addressed promptly and effectively.
  - Monitor compliance with federal, state, and local financial regulations.
5. Investment and Asset Management:
- Review and recommend investment policies and strategies to the Board of Trustees.
  - Monitor the performance of the district's investments and ensure they align with the district's investment policy.
  - Oversee the management and safeguarding of the district's assets.
6. Financial Policies:
- Develop and recommend financial policies to the Board of Trustees.
  - Periodically review and update financial policies to reflect changing conditions and best practices.
  - Ensure that financial policies are communicated and implemented effectively within the district.
7. Fundraising and Resource Development:
- Support the development of strategies to enhance the district's financial resources.
  - Review and recommend fundraising plans and initiatives.
  - Monitor the progress and effectiveness of fundraising efforts.

### **Membership:**

The Board Finance Committee shall consist of members appointed by the Board of Trustees. Membership may include board members, district administrators, and community representatives with expertise in finance and accounting. The committee shall meet regularly, with meeting schedules determined by the committee chair.

### **Reporting:**

The Board Finance Committee shall report its activities and recommendations to the Board of Trustees regularly. Reports shall include updates on financial performance, budget status, audit findings, and other relevant financial matters.

### **Adoption and Review:**

This document shall be reviewed and approved by the Board of Trustees. The Board Finance Committee shall review its purpose, role, and responsibilities annually and recommend any necessary revisions to the Board of Trustees.

**Approval:**

**Board Chair Signature**

**Committee Chair Signature**



# Coversheet

## Board Governance Committee Functions Memo

**Section:** II. Action Items  
**Item:** J. Board Governance Committee Functions Memo  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** \_Board Governance Committee Memo (2).pdf



**AIMS K-12**  
COLLEGE PREP  
CHARTER DISTRICT

171 12th Street, Oakland, CA 94607  
Board@aimsk12.org  
510-893-8701

---

**Date:** May 31, 2024  
**From:** Aims K-12 Board  
**Subject:** Purpose, Role, and Responsibilities of the Governance Committee

**Purpose:**

The Governance Committee of Aims K12 College Prep Charter District was established to enhance the effectiveness of the Board of Trustees. The committee ensures that the board operates with the highest standards of governance, ethics, and accountability, aligning with the district's mission and strategic goals.

**Role:**

The role of the Governance Committee is advisory and supportive. It assists the Board of Trustees by developing and recommending governance policies, practices, and structures that promote effective board functioning and leadership.

**Responsibilities:**

1. Board Composition and Development:
  - Assess the composition of the Board of Trustees to ensure it reflects the diversity and skills needed to govern effectively.
  - Develop and oversee a process for recruiting, nominating, and onboarding new board members.
  - Plan and implement ongoing board development and training programs.
2. Board Policies and Procedures:
  - Review and recommend governance policies and procedures to the Board of Trustees.
  - Ensure that governance documents, such as bylaws and board policies, are up-to-date and reflect best practices.
  - Monitor compliance with governance policies and recommend updates as needed.
3. Board Performance and Evaluation:
  - Develop and oversee a process for evaluating the performance of the Board of Trustees and individual board members.
  - Facilitate regular self-assessments and external evaluations of the board's effectiveness.
  - Recommend actions to address identified areas for improvement.
4. Ethics and Accountability:

- Promote a culture of ethical behavior and accountability within the Board of Trustees.
  - Develop and recommend a code of conduct and conflict of interest policy for board members.
  - Monitor adherence to ethical standards and address any issues that arise.
5. Board Meetings and Communication:
- Review and recommend improvements to the structure and conduct of board meetings.
  - Ensure effective communication and collaboration among board members and between the board and district administration.
  - Oversee the preparation and distribution of board meeting agendas and materials.
6. Strategic Planning and Oversight:
- Support the development and implementation of the district's strategic plan.
  - Ensure that the Board of Trustees is actively engaged in strategic planning and oversight.
  - Monitor the alignment of board activities with the district's strategic goals.

### **Membership:**

The Governance Committee shall consist of members appointed by the Board of Trustees. Membership may include board members, district administrators, and community representatives with expertise in governance and organizational leadership. The committee shall meet regularly, with meeting schedules determined by the committee chair.

### **Reporting:**

The Governance Committee shall report its activities and recommendations to the Board of Trustees regularly. Reports shall include updates on board composition, policy reviews, performance evaluations, and other relevant governance matters.

### **Adoption and Review:**

This document shall be reviewed and approved by the Board of Trustees. The Governance Committee shall review its purpose, role, and responsibilities annually and recommend any necessary revisions to the Board of Trustees.

### **Approval:**

**Board Chair Signature**

**Committee Chair Signature**

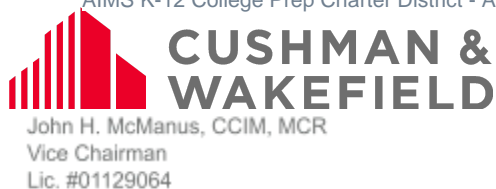




# Coversheet

## Approval of LOI from N1 Capital

**Section:** II. Action Items  
**Item:** K. Approval of LOI from N1 Capital  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** N1 Capital.LOI.7.25.24.doc.pdf



Cushman & Wakefield  
555 12<sup>th</sup> Street, Suite 1400  
Oakland, CA 94607  
Lic. #00616335  
(510) 763-4900 Tel  
(510) 834-4119 Fax  
john.mcmanus@cushwake.com

July 25, 2024

Tony Chung

Perri Lee

**N1 Capital**

Via email: [PLee@N1CapitalInc.com](mailto:PLee@N1CapitalInc.com)

[TChung@N1CapitalInc.com](mailto:TChung@N1CapitalInc.com)

Re: **Offer to Purchase - Seller Counter Proposal**  
**1301 30<sup>th</sup> Avenue, Oakland, CA**  
**An approximate 132,422 square foot parcel with commercial building**  
**County APN 025-0695-021-01**

Dear Tony and Perri:

On behalf of Goodwill of the San Francisco East Bay, a California non-profit corporation ("Seller"), I want to thank you for your Letter of Intent to Purchase from AIMS K-12 or assignee ("Buyer") to purchase the property. The Seller is prepared to move forward with negotiations subject to the following terms and conditions:

**I. Purchase Price:**

The purchase price shall be Ten Million dollars (\$10,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

- (A) Deposit. Upon mutual contract execution, Buyer shall place into escrow a deposit of \$500,000.00 which deposit shall become non-refundable in the event of default by Buyer following Buyer's approval of contingencies listed in Paragraph II, and as described in Paragraph VI ("Escrow Period"). The deposit shall be applied and credited with interest towards the purchase price, unless otherwise specified.
- (B) Cash. In addition to the above deposit, Buyer will deposit the balance of the Purchase Price with escrow in cash holder prior to the closing date. There shall be no financing by Seller.

**II. Review of Documents and Inspections and General Feasibility:**

Seller shall within ten (10) business days deliver to Buyer the following documents and information, if available, and Buyer shall have forty-five (45) days following Buyer's receipt of all such documents and information to proceed with due diligence to satisfy itself in its sole and absolute discretion of same, and to make and obtain such inspections and studies of the Property at Buyer's cost, as Buyer may elect. During this time, the Buyer shall perform an Appraisal Report to satisfy itself that the Purchase Price is met or exceeded. If the Purchase Price is higher than the Appraised Price, Buyer shall have the choice to terminate the Agreement and have its deposit returned or it may elect to proceed. Seller does not commit to reducing the Purchase Price to match the Appraisal, if less than the Purchase Price ("Due Diligence Period"):

- (1) A current legal description of the property.
- (2) A current preliminary title report prepared by Chicago Title Company together with copies of all exceptions referenced or described therein.
- (3) All plans, drawings and specifications respecting the improvements, and any toxic or soil reports, engineering and architectural studies, grading plans, topographical maps and similar data respecting the property. Buyer shall be responsible to determine, in its sole discretion, the condition of the soils.
- (4) A list and complete copies of all service contracts, maintenance contracts, management contracts and warranties relating to the property.
- (5) A list and complete copies of all licenses, permits, maps, certificates of occupancy, building inspection approval and covenants, conditions and restrictions respecting the property.

During the due diligence period, Buyer shall also have the right to inspect the property with twenty-four hour notice.

Upon satisfaction of the Contingencies under this Paragraph II, Buyer shall release \$50,000 through escrow to Seller which shall become non-refundable but be applicable to the Purchase Price.

### III. **Financing:**

There shall be no Financing Contingency.

### IV. **Documents to be Delivered on the Closing Date:**

On the closing date, Buyer shall receive a grant deed conveying fee simple title to the real property and improvements to Buyer and assignments of all service contracts, warranties, licenses, permits and other documents which Buyer shall reasonably require.

### V. **Prorations and Costs:**

Property taxes, rents, etc. shall be pro-rated as of close of escrow as per Alameda County custom. Buyer shall pay for title insurance and escrow fees; Seller shall pay for all County transfer and sales taxes, and Buyer and Seller shall each pay one-half of the City Transfer Tax.

### VI. **Escrow Period:**

Escrow shall be opened at Chicago Title Company upon mutual Contract Execution and Seller shall prepare a mutually satisfactory purchase and sales agreement and escrow instructions. Close of escrow shall occur no later than December 1, 2025 based on the timeline and deposit schedule that is outlined below. If those steps deemed "Major" are not completed in a timely manner with documents provided to Seller, then Seller shall have the unilateral Right to Cancel Escrow, returning to Buyer only those deposits which have not become non-refundable and been passed through:

Days from Escrow Opening	Activity	Increased, non-refundable deposit due at completion of time period	"Major Step"
45	All physical due diligence and feasibility	\$50,000	
45	Buyer to execute contracts with LPC, N1, bond counsel and architect with any personal or financial information redacted.		Yes
135	Completion of Development and Design Drawings	\$100,000	Yes
225	Completion of Construction Drawings	\$100,000	Yes
315	Submittal for Plan Check to City of Oakland	\$250,000	Yes

**VII. Brokerage:**

Both parties acknowledge for the others benefit that they have had no dealings with any real estate broker other than Cushman & Wakefield of California, Inc. ("C&W") which shall be paid by Seller under separate agreement. C&W represents both Parties in this transaction which constitutes a Dual Agency. C&W agrees to reduce its fee by one (1%) percent, which Seller will credit to Buyer at Close of Escrow.

This letter is only a proposal to negotiate and is neither an offer nor a contract. This proposal is only a list of the above terms and conditions that may or may not become a part of the final Purchase Contract. This proposal is not intended to be binding or to impose any obligations whatsoever on either party, including any obligation to bargain in good faith. No covenants are implied. The parties do not intend to be bound by an agreement until both agree to sign a formal written contract.

In addition, this letter is submitted subject to review and acceptance of the final terms and conditions of the Purchase Contract and related documents. Nothing contained herein shall be binding on either party unless and until such documents are approved, fully executed and exchanged by both parties. Either party is free to terminate the negotiations at any time, and will not by doing so incur any additional obligations or liability.

By your acceptance hereof, you acknowledge and agree that this Letter of Intent is merely a statement of the general terms and conditions that are normally contained in a purchase agreement for a property of this nature. If Buyer and Seller decide to proceed with this transaction, all of the terms of the purchase agreement must be agreed to by both parties. This Letter shall remain valid until Friday, August 2, 2024, at which point it shall be of no further effect.

Both Buyer and Seller require approval from their respective Board of Directors, which shall be a contingency of entering into any binding agreement.

Sincerely,

**CUSHMAN & WAKEFIELD**



John H. McManus, CCIM, MCR  
Vice Chairman  
Lic.01129064

***Agreed and Accepted:***

By:

Its: \_\_\_\_\_

On: \_\_\_\_\_  
\_\_\_\_\_