



# THE ACADEMY OF ALAMEDA

## The Academy of Alameda Charter School Board Board Meeting

---

### Date and Time

Thursday August 27, 2020 at 6:30 PM PDT

---

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
Opening Items			
<b>A. Zoom Meeting Agreements and Protocol</b>		Matt Huxley	3 m
	<ul style="list-style-type: none"><li>• This meeting is being recorded</li><li>• Please mute yourself when you enter the meeting and while someone else is talking.</li><li>• Use the "raise-hand" icon or raise your hand on video if you have a question.</li><li>• Make sure your name is spelled correctly.</li><li>• You can use the chatbox to write a question.</li><li>• Use reactions to give a "thumbs-up" or "clap."</li></ul>		
<b>B. Call the Meeting to Order</b>		David Forbes	1 m
<b>C. Record Attendance and Guests (Roll Call)</b>		David Forbes	1 m
<b>D. Public Comments</b>		David Forbes	1 m
<b>E. The Board Reviews The Academy of Alameda's Mission and Envisioned Future Statements</b>		David Forbes	1 m

**Mission:** The Academy of Alameda equitably develops students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

**Envisioned Future:**

We envision a future where all of our students are successful, and their destinies are not determined by their demographics.

	Purpose	Presenter	Time
<b>II. Consent Agenda</b>			<b>6:37 PM</b>
<b>A. Approve Minutes From the Following Board Meetings: July 20, June 25, August 2</b>	Approve Minutes	David Forbes	
Approve minutes for Board Meeting on June 25, 2020			
<b>B. Check Register &amp; Credit Card Statement</b>	FYI	David Forbes	
Review and approve the credit card statements and check registers that show all purchases made using a credit card and vendors paid during the months of June & July 2020.			
<b>C. 2020-21 Consolidated Application</b>	FYI	David Forbes	
The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds (Title I-V) from various federal programs to county offices, school districts, and direct-funded charter schools throughout California. The Academy of Alameda Middle and Elementary School will be applying for Title I, Title II, Title III, and Title IV funding during the 2020-21 school year.			
As part of our continued receipt of Title funding from the federal government, we are obligated to approve our Consolidated Application Assurances, and to approve the accompanying three policies on an annual basis. They are complementary to other policies on record, and are intended to make our compliance for federal funding explicit. No changes have been made since the last annual update on the following:			
1) Protected Prayer Certification;			
2) Parent Involvement Policy;			
3) Support for Education of Homeless Students			
<b>D. Employee Handbook and COVID-19 Related Policies</b>	FYI	David Forbes	
Each year, AoA's Board of Directors approves the Employee Handbook after it is first reviewed by the Organizational Team, which solicits input from Chartersafe and The Academy's legal counsel. There are no significant changes to the main body this year, but there are additional policies that have been added related to COVID-19. Those policies are included for your review.			
<b>E. Vote on Consent Agenda</b>	Vote	David Forbes	3 m
<b>III. Board Communications</b>			<b>6:40 PM</b>
<b>A. Board Member Reports</b>	Discuss	David Forbes	10 m
<b>B. Elementary and Middle School Proactive and Responsive Actions to Ensure Strong Attendance</b>	Discuss	Miranda Thorman	20 m
<b>C. Budget Update</b>	FYI	Stacie Ivery	20 m
The budget adopted at the June 2020 board meeting was based on the assumptions known at the time of the May Revise. Since the May Revise, the state adopted budget has shifted significantly. The LCAP will be adopted at the September 2020 board meeting along with a revised 20-21 budget that supports the actions identified in the LCAP. The current presentation is an overview of the changes.			

	Purpose	Presenter	Time
D. Learning and Attendance Continuity Plan Overview	FYI	Matt Huxley	15 m
E. Suggested Edits to AoA's Mission and Envisioned Future Statements	Discuss	Matt Huxley	10 m

**Current New Mission Statement:** The Academy of Alameda equitably develops students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

**Proposed New Mission Statement:** The Academy of Alameda equitably supports the development of students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

**Current Envisioned Vision Statement:** The Academy of Alameda envisions a future where all of our students are successful, and their destinies are not determined by their demographics.

**Proposed Envisioned Future Statement:** The Academy of Alameda envisions a future where all of our students are successful, and their destinies are not solely determined by their demographics.

**IV. Action Items 7:55 PM**

A. Executive Director Recommendation to Board On AoA's Reopening Plan	Vote	Matt Huxley	15 m
B. Equity and Inclusion Design Team			10 m

**V. Closing Items 8:20 PM**

A. Review of Key September 29 Board Meeting Agenda Topics	Discuss	David Forbes	5 m
-----------------------------------------------------------	---------	--------------	-----

**Key Topics Include:**

- Fiscal/Operational and ASES MOU's
- Unaudited Actuals
- LCAP Approval (Learning Continuity and Attendance Plan)
- The Executive Director's 2020/21 Goals
- Distance Learning Report Update
- Enrollment Update
- Attendance Review Update
- Recommendation to the Board to Continue in Distance Learning Only Environment or to Begin Phasing In Onsite Learning
- Board Approval of Local Authorization and Emergency Credentials
- Board Committee Reports

B. Adjourn Meeting	Vote	David Forbes	1 m
--------------------	------	--------------	-----

## Coversheet

Approve Minutes From the Following Board Meetings: July 20,  
June 25, August 2

**Section:** II. Consent Agenda  
**Item:** A. Approve Minutes From the Following Board Meetings: July 20, June  
25, August 2  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on June 25, 2020  
2020\_08\_02\_board\_meeting\_minutes.pdf  
2020\_07\_20\_board\_meeting\_minutes.pdf

APPROVED



# THE ACADEMY OF ALAMEDA

## The Academy of Alameda Charter School Board

### Minutes

#### Board Meeting

---

#### Date and Time

Thursday June 25, 2020 at 6:30 PM

---

#### Directors Present

A. Price (remote), C. Robie (remote), D. Forbes (remote), K. Zimmerman (remote), Q. Chu (remote), R. Brown (remote), R. Whittaker (remote), W. Schaff (remote)

#### Directors Absent

*None*

#### Directors who arrived after the meeting opened

W. Schaff

#### Guests Present

M. Huxley (remote), M. Thorman (remote), N. Bullock (remote), S. Hottinger (remote), S. Ivery (remote), T. Ammar (remote)

---

#### I. Opening Items

##### A. Zoom Meeting Agreements and Protocol

##### B. Call the Meeting to Order

D. Forbes called a meeting of the board of directors of The Academy of Alameda Charter School Board to order on Thursday Jun 25, 2020 at 6:30 PM.

##### C.

**Record Attendance and Guests (Roll Call)**

**D. Public Comments**

No public comments.

**E. The Board Reviews The Academy of Alameda's Mission and Envisioned Future Statements**

Ron Whittaker reads mission and vision statement.

**II. Consent Agenda**

**A. Approve Minutes**

The board will approve the minutes from June 18th at next meeting.

C. Robie made a motion to approve the minutes from Board Meeting on 05-28-20.

K. Zimmerman seconded the motion.

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

**Roll Call**

R. Whittaker Aye

C. Robie Aye

D. Forbes Aye

A. Price Aye

Q. Chu Aye

R. Brown Aye

W. Schaff Absent

K. Zimmerman Aye

C. Robie made a motion to approve the minutes from 6/20/20 Board Meeting on 06-25-15.

K. Zimmerman seconded the motion.

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

**B. May 2020 Check Register & Credit Card Statement**

**C. AUSD/AoA Food Services Agreement (MOU)**

**D. Sonoma SELPA Local Plan Agreement**

**E. 2020-21 Consolidated Application**

**F. 2020-21 Consolidated Application Assurances**

**G. 2020-21 Title III Consortium MOU**

**H. 2020-21 Education Protection Account (EPA) Annual Spending Determination**

**I.**

## **FEMA Grant Assurances**

### **J. Elementary Secondary School Emergency Relief Fund (ESSER) Assurances**

### **K. 2019/2020 Elementary & Middle School (LCAP) Operation Reports**

### **L. 2020/21 Board Meeting Calendar**

### **M. 2020/21 AoA Elementary and Middle School Calendar**

### **N. Vote on Consent Agenda**

C. Robie made a motion to Approve the consent agenda. Items E, F, and L were pulled from tonight's consent agenda and will be brought back at a future meeting.

K. Zimmerman seconded the motion.

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

#### **Roll Call**

A. Price Aye

C. Robie Aye

R. Whittaker Aye

K. Zimmerman Aye

Q. Chu Aye

D. Forbes Aye

W. Schaff Absent

R. Brown Aye

## **III. Board Communications**

### **A. Board Member Reports**

W. Schaff arrived.

### **B. Elementary & Middle School Distance Learning Student Reports**

Nora Bullock presents distance learning reports from last year for elementary school.

Miranda Thorman presents distance learning reports from last year for middle school.

Leadership answered questions from board members, no action was taken.

### **C. 2020-21 Reopening Schools Plan Overview**

M. Huxley presents on the plan for distance learning for next year. No action was taken.

#### IV. Action Items

##### A. School Uniforms Temporary Moratorium for 2020/21

M. Huxley explains previous uniform policy and leads a discussion on how to move forward with or without uniform policy.

C. Robie made a motion to approve uniform moratorium.

A. Price seconded the motion.

post board discussion Amy price - motions to oppose moratorium.

Bill Schaff - seconds

The motion did not carry.

##### Roll Call

C. Robie	No
A. Price	No
Q. Chu	No
W. Schaff	No
R. Brown	No
K. Zimmerman	No
D. Forbes	No
R. Whittaker	No

A. Price made a motion to Continue with our current uniform policy and establish a committee to review the current policy and bring back suggested changes.

W. Schaff seconded the motion.

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

##### Roll Call

D. Forbes	Aye
R. Whittaker	Aye
W. Schaff	Aye
A. Price	Aye
K. Zimmerman	Aye
R. Brown	Aye
C. Robie	Aye
Q. Chu	Aye

##### B. AoA Inclusion and Equity Action Committee

M. Huxley presented on the purpose and composition of the Equity Action Committee. Ron Whittaker, Regina Brown and Amy Price agreed to be the board representatives on the committee.

R. Brown made a motion to Approve AoA Inclusion and Equity Committee.

W. Schaff seconded the motion.



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

**Roll Call**

C. Robie Aye  
R. Whittaker Aye  
R. Brown Aye  
Q. Chu Aye  
D. Forbes Aye  
A. Price Aye  
W. Schaff Aye  
K. Zimmerman Aye

**C. 2020-21 ES & MS Budget Approval**

S. Ivery presented on the 20-21 Elementary and Middle School budgets.

C. Robie made a motion to Approve the Elementary School Budget for the 20-21 school year.

K. Zimmerman seconded the motion.

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

**Roll Call**

A. Price Aye  
K. Zimmerman Aye  
C. Robie Aye  
D. Forbes Aye  
R. Brown Aye  
W. Schaff Aye  
Q. Chu Aye  
R. Whittaker Aye

R. Brown made a motion to Approve the Middle School Budget for the 20-21 school year.

Q. Chu seconded the motion.

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

**Roll Call**

R. Whittaker Aye  
R. Brown Aye  
W. Schaff Aye  
C. Robie Aye  
Q. Chu Aye  
D. Forbes Aye  
A. Price Aye  
K. Zimmerman Aye

**D. Officer Nomination**

D. Forbes made a motion to approve B. Schaff as board treasurer beginning 7/1/2020.

C. Robie seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Q. Chu Aye  
K. Zimmerman Aye  
W. Schaff Abstain  
R. Brown Aye  
A. Price Aye  
C. Robie Aye  
R. Whittaker Aye  
D. Forbes Aye

R. Whittaker made a motion to Approve Q. Chu as board Vice President beginning 7/1/2020.

C. Robie seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Brown Aye  
K. Zimmerman Aye  
D. Forbes Aye  
A. Price Aye  
Q. Chu Abstain  
R. Whittaker Aye  
W. Schaff Aye  
C. Robie Aye

A. Price made a motion to approve Carole Robie as board Secretary beginning 7/1/2020.

R. Brown seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Whittaker Aye  
R. Brown Aye  
C. Robie Abstain  
D. Forbes Aye  
K. Zimmerman Aye  
A. Price Aye  
W. Schaff Aye  
Q. Chu Aye

R. Whittaker made a motion to approve D. Forbes as board President beginning 7/1/2020.

C. Robie seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Whittaker Aye  
A. Price Aye  
D. Forbes Abstain  
R. Brown Aye  
Q. Chu Aye  
W. Schaff Aye

**Roll Call**

C. Robie Aye  
K. Zimmerman Aye

**E. Vote for New Three-year Terms for Two Board Members**

D. Forbes made a motion to approve C. Robie & Q. Chu for additional 3-year terms beginning 7/1/2020.

R. Whittaker seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Whittaker Aye  
A. Price Aye  
C. Robie Abstain  
R. Brown Aye  
W. Schaff Aye  
D. Forbes Aye  
K. Zimmerman Aye  
Q. Chu Abstain

**V. Closing Items**

**A. Review of Key August 2 Board Retreat Agenda Topics**

M. Huxley and D. Forbes presented on the draft agenda for the August 2nd board retreat.

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:46 PM.

Respectfully Submitted,  
D. Forbes

DRAFT



# THE ACADEMY OF ALAMEDA

## The Academy of Alameda Charter School Board

### Minutes

#### AoA Board of Directors and Organizational Team Retreat

---

#### **Date and Time**

Sunday August 2, 2020 at 9:00 AM

#### **Location**

**Board Meeting To Be Held Via Zoom**

---

#### **Directors Present**

A. Price (remote), C. Robie (remote), D. Forbes (remote), K. Zimmerman (remote), Q. Chu (remote), R. Brown (remote), R. Whittaker (remote), W. Schaff (remote)

#### **Directors Absent**

*None*

#### **Guests Present**

A. Cameron (remote), M. Huxley (remote), M. Thorman (remote), S. Hottinger (remote), S. Ivery (remote)

---

#### **I. Opening Items**

##### **A. Record Attendance and Guests**

##### **B. Call the Meeting to Order**

D. Forbes called a meeting of the board of directors of The Academy of Alameda Charter School Board to order on Sunday Aug 2, 2020 @ 9:00 AM at

**Board Meeting To Be Held Via Zoom**

##### **C. C. Public Comments**

**D. The Board of Directors Reviews The Academy of Alameda's Mission and Envisioned Future Statements**

**II. Consent Agenda**

**A. 2020/21 AoA Academic Calendar**

**B. Vote on Consent Agenda**

A. Price made a motion to Approve the Consent Agenda.

R. Whittaker seconded the motion.

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

**Roll Call**

W. Schaff Aye

R. Whittaker Aye

Q. Chu Aye

K. Zimmerman Aye

C. Robie Aye

D. Forbes Aye

R. Brown Aye

A. Price Aye

**III. Board Retreat Agenda**

**A. Welcoming Remarks, Review of Agenda**

**B. 2020/21 AoA's Reopening Schools Plan Presentation**

Staff presented the Board an update of AoA's distance learning only plan and the Board asked questions and provided input.

**C. Morning Break**

**D. Lunch**

**E. Affirming AoA's Mission and Envisioned Future Statements**

**Guiding Questions: How well do the mission and envisioned future statements express what a successful student looks like? What, if anything, might need to be added or changed?**

The Board and Organizational Leadership Team reviewed the essential questions (above) and then the mission and envisioned future statements. There was consensus around not wanting to make any significant changes (if any at all) to the mission and envisioned future statements - although there were two slight edits that members seemed to approve of. While the statements are general and inspiring, most people felt that the specifics actions within the strategic plan - especially at the school level would help define what student success looks like.

There was discussion on the value of having a 5th and 8th grade successful student profile, and a majority felt that that work should take place but not this year due to the Pandemic and need to focus on distance learning and a possible return to school.

David and Matt will bring this topic up at a meeting later in the year.

**F. Board/Staff Debrief**

Board members praised the staff for their work on the distance learning only presentation and the discussion regarding the mission and vision as well as the facilitation and agenda planning.

**G. Break**

**H. 2020/21 Board Development Plan**

David Forbes proposed that the Board have 6 committees for the 2020/21 school year

- The Executive Director Support and Evaluation Committee
- Finance Committee
- Student Success Committee
- Marketing/Fundraising Committee
- Governance Committee Purpose
- The Equity and Inclusion Committee

Board members created the purpose of each (except for the Equity and Inclusion Committee which would be created at a different date) as well as which Board members would serve on the 6 committees.

**IV. Closing Items**

**A. Closing Remarks and Appreciations**

The Board Retreat concluded with more acknowledgements regarding the strong and even participation of members of the Leadership team and the Board. There was consensus that it was a successful retreat as there was adequate time to dive deeply into the three topics.

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:50 PM.

Respectfully Submitted,  
D. Forbes

DRAFT



# THE ACADEMY OF ALAMEDA

## The Academy of Alameda Charter School Board

### Minutes

#### Board Meeting

---

#### **Date and Time**

Monday July 20, 2020 at 6:30 PM

---

#### **Directors Present**

A. Price, C. Robie, D. Forbes, K. Zimmerman, Q. Chu, R. Brown, R. Whittaker, W. Schaff

#### **Directors Absent**

*None*

#### **Guests Present**

M. Huxley, S. Ivery, T. Ammar

---

### **I. Opening Items**

#### **A. Zoom Meeting Agreements and Protocol**

#### **B. Call the Meeting to Order**

D. Forbes called a meeting of the board of directors of The Academy of Alameda Charter School Board to order on Monday Jul 20, 2020 @ 6:33 PM.

#### **C. Record Attendance and Guests (Roll Call)**

Que Chu read the mission and vision statement.

#### **D. Public Comments**

#### **E. The Board Reviews The Academy of Alameda's Mission and Envisioned Future Statements**

### **II. Board Communications**

**A. Board Member Reports**

R. Whittaker - parents and students from the district are feeling uneasy about the changes that are happening with the learning structures of the state.

No one else had anything to report.

**III. Action Items**

**A. Extension of Distance Learning Only Environment To All Students Through September 25**

C. Robie made a motion to To amend #3 and #10 in resolution # 2020-2021-1.

W. Schaff seconded the motion.

Board members discussed resolution # 2020-2021-1 regarding the organizational and educational impacts related to the Covid-19 pandemic for the school year 2020-2021. The board **VOTED** unanimously to approve the motion.

**Roll Call**

W. Schaff	Aye
A. Price	Aye
Q. Chu	Aye
C. Robie	Aye
K. Zimmerman	Aye
D. Forbes	Aye
R. Brown	Aye
R. Whittaker	Aye

**B. Board Resolution to Grant The Executive Director Limited Additional Authority**

C. Robie made a motion to Grant The Executive Director Limited Additional Authority.

W. Schaff seconded the motion.

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

**IV. Closing Items**

**A. Review of Key August 2 Board Retreat Agenda Topics**

The board discussed items to that will be addressed during the Board Retreat meeting on August 2nd.

**B. Adjourn Meeting**

D. Forbes made a motion to Adjourn meeting.

R. Whittaker seconded the motion.

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



# Coversheet

## Check Register & Credit Card Statement

**Section:** II. Consent Agenda  
**Item:** B. Check Register & Credit Card Statement  
**Purpose:** FYI  
**Submitted by:** Stacie Ivery  
**Related Material:** 2020-07 July Check Register.pdf  
2020-06 June Check Register.pdf  
2020-06 June Credit Card Statement.pdf  
2020-07 July Credit Card Statement.pdf

**BACKGROUND:**

The credit card statements and check registers show all purchases made using a credit card and vendors paid during the months of June & July 2020.

**RECOMMENDATION:**

Approval of the June & July Credit Card Statements & Check Registers.



## The Academy of Alameda Check Register

2020-21

July

Grand Total 150,842.29

Date	Check Number	Vendor	Description	Check Amount
7/2/2020		Square	Monthly Admin Fee (July 2020)	35.00
7/8/2020	BP10749	Google Voice	Google Voice Line (May 2020)	24.26
7/8/2020	BP10746	Interpreters Unlimited (1099-7) (S Corp)	Translation Services: Spanish	120.00
7/8/2020	BP10755	Therapy Works	SPED Contractor - OT & AT Services (April 2020)	2,325.00
7/8/2020	BP10757	Communication Works (S Corp)	SPED Contractor: Speech Services (April, May, & June 2020)	20,648.00
7/8/2020	BP10750	Janet Redondo	Bookkeeping Services (May & June 2020)	1,200.00
7/8/2020	BP10753	Mr. Copy (MRC Smart Technology Solutions)	Contract Overage: (05/07/20 - 06/06/20)	5.28
7/8/2020	BP10751	Office Depot Inc.	Boxes; MS Printing	441.12
7/8/2020	BP10756	Sergio's Janitorial & Yard	Janitorial Services: Feb/Mar 2020; March/April 2020; April/May 2020; May/June 2020	31,600.00
7/8/2020	BP10748	Starline Supply Company	Custodial Supplies	364.30
7/8/2020	BP10754	Xerox Financial Services (CT#010-0019523-002)	CT#2: Lease payment (05/28/20 - 06/27/20)	326.14
7/8/2020	BP10752	Xerox Financial Services (CT#010-0019523-003)	CT#3: Lease payment (05/30/20 - 06/29/20)	287.26
7/17/2020	BP10758	Charter Schools Development Center	20-21 CSDC Membership	2,250.00
7/20/2020		Bank of Marin (Cardmember Service)	BoM CC Payment (June Purchases)	3,419.83
7/21/2020		California Choice	Health Insurance Premium - August 2020	30,819.23
7/24/2020		US Bank Equipment Finance	Lease payment (06/25/20 - 07/25/20)	321.80
7/28/2020		Pitney Bowes, Inc.	Lease payment (07/30/20 - 10/29/20)	398.81
7/31/2020	BP10759	Amazon Capital Services	Thermometers & Brooms; Office Supplies	1,052.25
7/31/2020	BP10766	CharterSafe	20-21 Worker's Comp & Insurance Deposit & August	44,747.00
7/31/2020	BP10760	Xerox Financial Services (CT#010-0019523-002)	CT#2: Lease payment (06/28/20 - 07/27/20)	326.14
7/31/2020	BP10763	Xerox Financial Services (CT#010-0019523-003)	CT#3: Lease payment (06/30/20 - 07/29/20); (07/30/20 - 08/29/20)	535.64
7/31/2020	BP10765	Xerox Financial Services (CT#010-0082705-001)	CT#1: Lease payment (06/15/20 - 07/14/20)	341.84
7/31/2020	BP10770	Aeries Software	Aeries Scheduling Workshop (6/24/20)	750.00
7/31/2020	BP10772	Brand Marinade LLC (Need W-9)	AoA Staff Masks	1,893.19
7/31/2020	BP10768	Mr. Copy (MRC Smart Technology Solutions)	Contract Overage: (05/28/20 - 07/30/20)	18.49
7/31/2020	BP10769	Young, Minney & Corr, LLP (YM&C) (1099-7)	Legal Services thru 06/30/20	1,132.50
7/31/2020	BP10762	Therapy Works	SPED Contractor - OT & AT Services (May 2020)	1,713.75

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



## The Academy of Alameda Check Register

**2020-21**

**July**  
**Grand Total 150,842.29**

Date	Check Number	Vendor	Description	Check Amount
7/31/2020	BP10761	Amazon Capital Services	Office Supplies	98.28
7/31/2020	BP10773	Brand Marinade LLC (Need W-9)	Web Leader T-shirts	428.03
7/31/2020	BP10771	Interpreters Unlimited (1099-7) (S Corp)	Translation Services: Cantonese	200.00
7/31/2020	BP10764	Amazon Capital Services	Classroom Start-Up Supplies	69.15
7/31/2020	BP10767	Brain Pop	Education Software	2,950.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



## The Academy of Alameda Check Register

2019-20

June

Grand Total 167,852.59

Date	Check Number	Vendor	Description	Check Amount
6/2/2020		Square	Monthly Admin Fee (June 2020)	35.00
6/11/2020	VV402	Michael Rice	Refund: Popcorn Fundraiser	66.00
6/15/2020	3929	Ernesto Baena	Final Check	3,805.94
6/19/2020	3930	VOIDED Check	VOID	0.00
6/19/2020	3931	Shannon Smoot	Final Check	4,329.18
6/22/2020		Bank of Marin (Cardmember Service)	BoM CC Payment (May Purchases)	3,370.72
6/22/2020		Vision Services Plan-CA (VSP)	Vision Insurance Premium - June 2020	947.90
6/23/2020		California Choice	Health Insurance Premium - July 2020	46,466.44
6/25/2020	BP10744	Girard, Edwards, Stevens & Tucker LLP	Legal fees thru 03/31/20 & 04/30/20	1,017.50
6/25/2020	BP10741	Typing Club	ES Typing Program Software	776.65
6/25/2020	BP10742	Alameda Unified School District	19-20 Oversight Fees (Q3); Utilities Fees (Q3)	35,266.00
6/25/2020	BP10743	JW Pepper & Son, Inc.	Music Supplies: Sheet Music	99.17
6/25/2020	BP10738	Alameda Unified School District	19-20 Oversight Fees (Q3); Utilities Fees (Q3)	61,963.00
6/25/2020	BP10740	Young, Minney & Corr, LLP (YM&C) (1099-7)	Legal Services thru 04/30/20	177.00
6/25/2020	BP10745	Xerox Financial Services (CT#010-0082705-001)	CT#1: Lease payment (05/15/20 - 06/14/20) Contract Overage: (04/30/20 - 05/30/20); Freight Charge:	341.84
6/25/2020	BP10739	Mr. Copy (MRC Smart Technology Solutions)	360 App Fee	47.65
6/30/2020		Amazon	PD Books: How to Be An Antiracist	730.35
6/30/2020		Amazon	PD Materials: SPED Reading Intervention	107.11
6/30/2020		Amazon	Strat Lit Teacher Resource Materials	146.35
6/30/2020		Amazon	PD Books (MS Principal)	38.86
6/30/2020		Amazon	COVID-19 Social Distancing Supplies	501.89
6/30/2020		Amazon	Amazon LOC Payment (May/June 2020)	5,183.28
6/30/2020	VV404	Amber Cameron Balquist	Reimbursement: Mileage & PD Food	224.82
6/30/2020	VV403	Chris Peterson	Reimbursement: Art Supplies	1,104.94
6/30/2020	VV405	Phil Layzer	Refund: A's Tickets (Music Program)	60.00
6/30/2020	VV406	Kathleen Kelly	Refund: A's Tickets (Music Program)	140.00
6/30/2020	VV407	Katrina Rice	Refund: A's Tickets (Music Program)	80.00
6/30/2020	VV408	Melanie Shannon	Refund: A's Tickets (Music Program)	140.00
6/30/2020	VV409	Chau Trang	Refund: Warrior's Tickets (Music Program)	120.00
6/30/2020	VV411	Thanh Phan	Refund: Disneyland Performance	200.00
6/30/2020	VV410	San Tu	Refund: Disneyland Performance	400.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



**July 2020 Statement**

Open Date: 06/02/2020 Closing Date: 07/02/2020



**Visa® Community Card**  
ACADEMY OF ALAMEDA (CPN 001559617)

**Cardmember Service** ☎ 1-866-552-8855  
BUS 30 ELN 1

<b>New Balance</b>	<b>\$3,433.27</b>
<b>Minimum Payment Due</b>	<b>\$35.00</b>
<b>Payment Due Date</b>	<b>07/28/2020</b>

<b>Activity Summary</b>		
Previous Balance	+	\$3,755.51
Payments	-	\$3,370.72 <sup>CR</sup>
Other Credits	-	\$1,312.95 <sup>CR</sup>
Purchases	+	\$4,361.43
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$3,433.27</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$35.00</b>
Credit Line		\$50,000.00
Available Credit		\$46,566.73
Days in Billing Period		31

**Payment Options:**



Mail payment coupon with a check



Pay online at [myaccountaccess.com](http://myaccountaccess.com)



Pay by phone 1-866-552-8855

*No payment is required.*

CPN 001559617

0047985100550558300000035000003433278



**Automatic Payment**

24-Hour Cardmember Service: 1-866-552-8855

- ☎ . to pay by phone
- ☎ . to change your address

Account Number:
Your new full balance of \$3,433.27 will be automatically deducted from your account on 07/20/20.

000010329 01 SP 000638509140988 E

ACADEMY OF ALAMEDA  
ACCOUNTS PAYABLE  
401 PACIFIC AVE  
ALAMEDA CA 94501-1837



### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
  - ▶ Dollar amount: The dollar amount of the suspected error.
  - ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
- ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - ▶ We can apply any unpaid amount against your credit limit.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

### Important Information Regarding Your Account

**1. INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

**2. Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

**3. Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



July 2020 Statement 06/02/2020 - 07/02/2020  
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 2 of 4

Cardmember Service ☎ 1-866-552-8855



**Important Messages**

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Your payment of \$3433.27 will be automatically deducted from your bank account on 07/20/2020. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

**Transactions** HUXLEY, MATTHEW P **Credit Limit \$20000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
06/16	06/09	4313	SCHOOL SERVICES OF CAL 916-4467517 CA MERCHANDISE/SERVICE RETURN	\$320.00CR	_____
<b>Purchases and Other Debits</b>					
06/03	06/02	7413	ZOOM.US 888-799-9666 CA	\$140.00	_____
06/12	06/11	5875	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99	_____
07/01	06/30	1571	SOLUTION TREE INC 812-3367700 IN	\$299.00	_____
07/01	06/30	1791	TECHSOUP 4156339300 CA	\$58.00	_____
<b>Total for Account</b>				<b>\$191.99</b>	

**Transactions** HOTTINGER, SUMMER **Credit Limit \$7500**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
06/16	06/15	4015	ASANA.COM 4155253888 CA MERCHANDISE/SERVICE RETURN	\$49.11CR	_____
<b>Purchases and Other Debits</b>					
06/02	06/01	4253	GOOGLE *SVCSaoaschools g.co/HelpPay# CA	\$24.26	_____
06/03	06/02	7233	ZOOM.US 888-799-9666 CA	\$104.99	_____
06/08	06/07	1463	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99	_____
06/09	06/08	0353	Audible*MY18361U2 Amzn.com/bill NJ	\$14.95	_____
06/09	06/08	1195	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99	_____
06/15	06/13	9673	AMZN MKTP US*MY0FD1R60 AMZN.COM/BILL WA	\$43.58	_____
06/15	06/12	4875	ASANA.COM HTTPSWWW.ASAN CA	\$49.11	_____
06/15	06/12	6056	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99	_____
06/16	06/15	7015	ASANA.COM HTTPSWWW.ASAN CA	\$2,111.18	_____
06/23	06/21	3493	PODS #50 PODS.COM CA	\$217.43	_____
06/29	06/27	7823	EDUCATION WEEK 800-445-8250 MD	\$35.00	_____
06/30	06/29	5455	BambooHR HRIS 866-3879595 UT	\$99.00	_____
07/02	07/02	9952	GOOGLE *SVCSaoaschools g.co/HelpPay# CA	\$25.97	_____

Continued on Next Page



July 2020 Statement 06/02/2020 - 07/02/2020  
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 3 of 4

Cardmember Service ☎ 1-866-552-8855

Transactions		HOTTINGER,SUMMER		Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Total for Account</b>				<b>\$2,721.33</b>	

Transactions		BULLOCK,NORA		Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
06/04	06/03	2008	CALICOSPANISH.COM HTTPSCALICOSP OR	\$29.00	_____
06/23	06/22	3626	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/23	06/22	0025	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/23	06/22	3383	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/23	06/22	3875	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/23	06/22	5176	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/24	06/23	1414	CRT LEARNING CO WWW.CRTANDTHE CA	\$59.00	_____
06/24	06/23	0152	MINDFUL SCHOOLS 510-899-6781 CA	\$49.00	_____
06/24	06/23	0160	MINDFUL SCHOOLS 510-899-6781 CA	\$49.00	_____
06/24	06/23	0186	MINDFUL SCHOOLS 510-899-6781 CA	\$49.00	_____
06/24	06/23	0194	MINDFUL SCHOOLS 510-899-6781 CA	\$49.00	_____
07/01	06/30	4015	BAYAREAINTE 510-673-8912 CA	\$500.00	_____
<b>Total for Account</b>				<b>\$1,079.00</b>	

Transactions		SOUKHAMTHATH,KANITHA		Credit Limit	\$20000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
06/23	06/17	8908	SHERATON SEATTLE HOTEL 206-6219000 WA MERCHANDISE/SERVICE RETURN	\$928.16CR	_____
<b>Total for Account</b>				<b>\$928.16CR</b>	

Transactions		BILLING ACCOUNT ACTIVITY		Amount	Notation
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
06/04	06/04	0217	CREDIT ADJUSTMENT CREDIT ADJUSTMENT	\$15.68CR	_____
06/22	06/22	MTC	PAYMENT THANK YOU	\$3,370.72CR	_____
<b>Total for Account</b>				<b>\$3,386.40CR</b>	

Continued on Next Page





July 2020 Statement 06/02/2020 - 07/02/2020  
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 4 of 4

Cardmember Service ☎

1-866-552-8855



2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$35.80
Total Interest Charged in 2020	\$0.00

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.99%	
**PURCHASES	\$3,433.27	\$0.00	YES	\$0.00	13.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

### Contact Us



Phone

Voice: 1-866-552-8855  
 TDD: 1-888-352-6455  
 Fax: 1-866-807-9053



Questions

Cardmember Service  
 P.O. Box 6353  
 Fargo, ND 58125-6353



Mail payment coupon with a check

Cardmember Service  
 P.O. Box 790408  
 St. Louis, MO 63179-0408



Online

myaccountaccess.com

End of Statement



ACADEMY OF ALAMEDA

## Link your credit card to PayPal today!!!

Experience faster checkouts, added security and convenience. It's all there for you when you link your card to PayPal.

Link your card in the Mobile App or online today.

Recent updates to your account may impact your eligibility to enroll in PayPal.





**August 2020 Statement**

Open Date: 07/03/2020 Closing Date: 08/03/2020



**Visa® Community Card**  
ACADEMY OF ALAMEDA (CPN 001559617)

**Cardmember Service** ☎ 1-866-552-8855  
BUS 30 ELN 1

<b>New Balance</b>	<b>\$2,701.18</b>
<b>Minimum Payment Due</b>	<b>\$28.00</b>
<b>Payment Due Date</b>	<b>08/28/2020</b>

<b>Activity Summary</b>		
Previous Balance	+	\$3,433.27
Payments	-	\$3,419.83 <sup>CR</sup>
Other Credits	-	\$13.44 <sup>CR</sup>
Purchases	+	\$2,701.18
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$2,701.18</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$28.00</b>
Credit Line		\$50,000.00
Available Credit		\$47,298.82
Days in Billing Period		32

**Payment Options:**



Mail payment coupon with a check



Pay online at [myaccountaccess.com](http://myaccountaccess.com)



Pay by phone 1-866-552-8855

*No payment is required.*

CPN 001559617

0047985100550558300000028000002701187



**Automatic Payment**

24-Hour Cardmember Service: 1-866-552-8855

- ☎ . to pay by phone
- ☎ . to change your address

Account Number:
Your new full balance of \$2,701.18 will be automatically deducted from your account on 08/20/20.

000009404 01 SP 000638537528043 E

ACADEMY OF ALAMEDA  
ACCOUNTS PAYABLE  
401 PACIFIC AVE  
ALAMEDA CA 94501-1837



### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
  - ▶ Dollar amount: The dollar amount of the suspected error.
  - ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
- ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - ▶ We can apply any unpaid amount against your credit limit.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

### Important Information Regarding Your Account

**1. INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

**2. Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

**3. Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



August 2020 Statement 07/03/2020 - 08/03/2020

Page 2 of 4

ACADEMY OF ALAMEDA (CPN 001559617)

Cardmember Service



1-866-552-8855



**Important Messages**

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Your payment of \$2701.18 will be automatically deducted from your bank account on 08/20/2020. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

Speed through checkout with the added security and convenience of PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

**Transactions** HUXLEY, MATTHEW P **Credit Limit \$20000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
07/03	07/02	0471	ADOBE ACROPRO SUBS 4085366000 CA MERCHANDISE/SERVICE RETURN	\$4.14	CR
<b>Purchases and Other Debits</b>					
07/03	07/02	2003	ZOOM.US 888-799-9666 CA	\$104.99	
07/06	07/03	9362	FTD.COM 800-736-3383 IL	\$87.06	
07/09	07/08	1137	MICROSOFT*STORE MSBILL.INFO WA	\$69.99	
07/20	07/20	3723	Microsoft*Microsoft 36 msbill.info WA	\$69.99	
07/30	07/29	5077	BambooHR HRIS 866-3879595 UT	\$99.00	
08/03	08/02	4885	ZOOM.US 888-799-9666 CA	\$104.99	
08/03	08/02	0865	ADOBE *800-833-6687 800-833-6687 CA	\$104.93	
08/03	08/02	6586	PEET'S EGIFT CARD 877-850-1977 ME	\$130.00	
08/03	07/31	7959	OFFICE DEPOT 1135 800-463-3768 CA	\$138.27	
<b>Total for Account</b>				<b>\$905.08</b>	

**Transactions** HOTTINGER, SUMMER **Credit Limit \$7500**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
07/03	07/02	0166	ADOBE ACROPRO SUBS 4085366000 CA MERCHANDISE/SERVICE RETURN	\$2.58	CR
07/03	07/02	7024	ADOBE ACROPRO SUBS 4085366000 CA MERCHANDISE/SERVICE RETURN	\$4.65	CR
07/03	07/02	9685	ADOBE ACROPRO SUBS 4085366000 CA MERCHANDISE/SERVICE RETURN	\$2.07	CR
<b>Purchases and Other Debits</b>					
07/03	07/02	6734	ACROBAT PRO SUBS 800-443-8158 CA	\$104.93	
07/06	07/04	4966	B2B Prime*MJ8TI2ZX2 Amzn.com/bill WA	\$1,425.65	
07/08	07/08	8483	Audible*MJ5AQ7VL0 Amzn.com/bill NJ	\$14.95	

Continued on Next Page



August 2020 Statement 07/03/2020 - 08/03/2020  
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 3 of 4

Cardmember Service ☎ 1-866-552-8855

Transactions		HOTTINGER,SUMMER				Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
07/23	07/21	3804	PODS #50	PODS.COM CA	\$217.43	_____	
<b>Total for Account</b>					<b>\$1,753.66</b>		

Transactions		BULLOCK,NORA				Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
<b>Purchases and Other Debits</b>							
07/06	07/03	6423	CALICOSPANH.COM	HTTPSCALICOSP OR	\$29.00	_____	
<b>Total for Account</b>					<b>\$29.00</b>		

Transactions		BILLING ACCOUNT ACTIVITY				Amount	Notation
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
<b>Payments and Other Credits</b>							
07/20	07/20	MTC	PAYMENT THANK YOU		\$3,419.83CR	_____	
<b>Total for Account</b>					<b>\$3,419.83CR</b>		

<b>2020 Totals Year-to-Date</b>	
Total Fees Charged in 2020	\$35.80
Total Interest Charged in 2020	\$0.00

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.99%	
**PURCHASES	\$2,701.18	\$0.00	YES	\$0.00	13.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Continued on Next Page



August 2020 Statement 07/03/2020 - 08/03/2020  
ACADEMY OF ALAMEDA (CPN 001559617)

Page 4 of 4

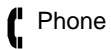
Cardmember Service



1-866-552-8855



### Contact Us



Phone

Voice: 1-866-552-8855  
TDD: 1-888-352-6455  
Fax: 1-866-807-9053



Questions

Cardmember Service  
P.O. Box 6353  
Fargo, ND 58125-6353



Mail payment coupon  
with a check

Cardmember Service  
P.O. Box 790408  
St. Louis, MO 63179-0408



Online

[myaccountaccess.com](http://myaccountaccess.com)

*End of Statement*

ACADEMY OF ALAMEDA



## Link your credit card to PayPal today!!!

Experience faster checkouts, added security and convenience.  
It's all there for you when you link your card to PayPal.

**Link your card in the Mobile App or online today.**

Recent updates to your account may impact your eligibility to enroll in PayPal.





# Coversheet

## 2020-21 Consolidated Application

**Section:** II. Consent Agenda  
**Item:** C. 2020-21 Consolidated Application  
**Purpose:** FYI  
**Submitted by:** Stacie Ivery  
**Related Material:** 2020-21 ConApp (AoA Middle).pdf  
2020-21 ConApp (AoA Elem).pdf

### BACKGROUND:

Funding for Title I, II, III, & IV is estimated to be \$108.1K for the Middle School and \$60.6K for the Elementary School. Due to COVID-19, there is some flexibility given on the use of these funds in 2020-21 including waiver of the "supplement not supplant" rule.

### RECOMMENDATION:

Approval of the Elementary & Middle School Consolidated Application (ConApp) for federal funding through the Every Student Succeeds Act (ESSA) for the 2020-21 fiscal year.

The Academy of Alameda (01 61119 0122085)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:14 PM

**2020-21 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	08/17/2020

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda (01 61119 0122085)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:15 PM

### 2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	07/30/2020
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2020-21 LCAP Federal Addendum Certification**

**CDE Program Contact:**

Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

**Returning Application**

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) / District</b> For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b> Enter the adoption date of the current LCAP	06/25/2019
Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Title	Executive Director

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2020-21 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/25/2020
-------------------------------------------	------------

### District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address  Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC review is not applicable

### Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda (01 61119 0122085)

Status: Certified  
Saved by: Stacie Ivery  
Date: 8/17/2020 10:15 PM

## 2020-21 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

<b>Title IV, Part A (Student and School Support)</b>  ESSA Sec. 4101 SACS 4127	Yes
-----------------------------------------------------------------------------------------	-----

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda (01 61119 0122085)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:15 PM

### 2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

#### Estimated Allocation Calculation

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	53
Estimated English learner student program allocation	\$6,063

**Note: \$10,000 minimum program eligibility criteria**

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

#### Budget

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$6,063
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$6,063

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda (01 61119 0122085)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:15 PM

## 2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Arturo Ambriz, Fiscal Oversight and Support Office, [AAmbriz@cde.ca.gov](mailto:AAmbriz@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:16 PM

**2020-21 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	08/17/2020

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:16 PM

## 2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	07/30/2020
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:16 PM

## 2020-21 LCAP Federal Addendum Certification

**CDE Program Contact:**

Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

### Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) / District</b> For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b> Enter the adoption date of the current LCAP	06/25/2019
Authorized Representative's Full Name	Matthew Huxley
Authorized Representative's Title	Executive Director

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2020-21 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/25/2020
-------------------------------------------	------------

### District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address  Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC review is not applicable

### Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
Saved by: Stacie Ivery  
Date: 8/17/2020 10:16 PM

## 2020-21 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

<b>Title IV, Part A (Student and School Support)</b>  ESSA Sec. 4101 SACS 4127	Yes
-----------------------------------------------------------------------------------------	-----

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:16 PM

### 2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Allocation Calculation**

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	50
Estimated English learner student program allocation	\$5,720

**Note: \$10,000 minimum program eligibility criteria**

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$5,720
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
<b>Total budget</b>	<b>\$5,720</b>

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

The Academy of Alameda Elementary (01 61119 0131805)

Status: Certified  
 Saved by: Stacie Ivery  
 Date: 8/17/2020 10:16 PM

## 2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Arturo Ambriz, Fiscal Oversight and Support Office, [AAmbriz@cde.ca.gov](mailto:AAmbriz@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# Coversheet

## Employee Handbook and COVID-19 Related Policies

**Section:** II. Consent Agenda  
**Item:** D. Employee Handbook and COVID-19 Related Policies  
**Purpose:** FYI

**Submitted by:**

**Related Material:**

20-08-07 - Children in the Workplace Policy-Agreement-Consent-Waiver.pdf  
20-08-07 - Emergency Family and Medical Expansion Act (E-FMLA).pdf  
20-08-07 - Emergency Paid Sick Leave (COVID-PSL).pdf  
20-08-07 - Infectious Disease Control Policy.pdf  
20-08-07 - Return to Work Policy.pdf  
20-08-07 - Temporary Remote Work Policy.pdf  
Communicable Diseases Non-Discrimination Policy.pdf  
2020-2021 Employee Handbook.pdf



## The Academy of Alameda Children in the Workplace Policy

The Academy of Alameda understands the impact that lengthy school closures relating to the COVID-19 coronavirus outbreak are having on families. As a temporary measure to assist our employees, we have agreed to permit employees to bring children to work under certain conditions to allow our employees to meet both their family and work responsibilities during this difficult time. Please understand that The Academy of Alameda's position in this regard is subject to change as additional information about the virus and its societal impact become known.

Beginning on August 10, 2020, employees may bring minor children to work at the following location: 401 Pacific Avenue, Alameda CA 94501 and under the following conditions:

1. Employees must provide to their supervisor the names and ages of all children who will be present on The Academy of Alameda property.
2. Employees must receive approval from their supervisor **before** bringing their children to work. There may be occasions where — because of an employee's specific duties and responsibilities over a period of time — this policy will be suspended so that the employee can devote their full attention to their assigned tasks. Under such circumstances, alternate childcare will need to be arranged by the employee.
3. Employees are responsible for supervising their children at all times while they are on the premises and are not permitted to leave the building for any reason without taking their children. The Academy of Alameda will not provide child care assistance. The children must exclusively stay in the employee's office or workspace, unless the employee escorts the child to the bathroom or when entering/exiting the premises.
4. Employees who decide to bring their children to work agree to accept full responsibility for the safety of their children.
5. Employees may not have their children with them while operating any vehicle while performing duties on behalf of The Academy of Alameda.
6. Employees agree to ensure that their children are not disruptive and do not interfere with normal office operations. Children brought to the workplace must comprehend and comply with any workplace social distancing rules in effect and must be mature enough to engage in proper office hygiene (such as handwashing, refraining from touching or placing mouths on office items, etc.).
7. Employees may not bring sick children to work with them (this includes but is not limited to symptoms associated with the COVID-19 coronavirus).
8. All complaints related to this policy should be made directly to the parent's immediate supervisor or the Director of HR. All complaints will be kept anonymous to the extent possible. The Academy of Alameda shall have final discretion to decide what should be done to resolve the complaint.
9. The Academy of Alameda has the right to suspend or terminate the permission provided under this Policy at any time if a parent's performance declines or if organizational needs are not being met.

## The Academy of Alameda Children in the Workplace Parent Agreement, Consent and Waiver

### ACKNOWLEDGEMENT & AGREEMENT

By signing this Agreement, I certify that I have read the Children in the Workplace Policy Guidelines. I understand and agree to comply with the terms and conditions set forth in the Policy Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions or otherwise fail to meet any criteria currently in the Policy or that may be added to the Policy and conveyed to me in writing, my eligibility may be terminated, requiring me to remove my children from the workplace within a reasonable period of time.

I acknowledge that The Academy of Alameda reserves the right to cancel or retire the Program in part or in its entirety at any time, thus requiring me to remove my children from the workplace within a reasonable period of time. In this event, I understand that The Academy of Alameda will attempt to provide a reasonable period of time for me to make alternate childcare arrangements.

\_\_\_\_\_  
Name of Parent/Employee

\_\_\_\_\_  
Signature of Parent/Employee

\_\_\_\_\_  
Date

### CONSENT AND WAIVER

In consideration of The Academy of Alameda's agreement to permit me to bring my children to work with me in compliance with the Children in the Workplace Policy, I hereby release and hold harmless, on my own behalf and on behalf of my children (i) The Academy of Alameda; (ii) any entity affiliated with The Academy of Alameda; and (iii) any of the current or former owners, officers, directors, agents, representatives, insurers, attorneys, successors, assigns, and current employees, if any, of The Academy of Alameda, and the foregoing entities from any and all claims, liabilities, causes of action and demands of any kind or character, including negligence, whether vicarious, derivative or direct, that I, my children, or any of my children's family members, heirs, or assigns now have or may hereafter have or assert against The Academy of Alameda, growing out of, resulting from, or connected with this policy and/or with me bringing my children to work or their presence at work with me. This waiver does not preclude legal remedies for injury that cannot be waived as a matter of law.

\_\_\_\_\_  
Name of Parent/Employee

\_\_\_\_\_  
Signature of Parent/Employee

\_\_\_\_\_  
Date

## The Academy of Alameda

### Emergency Family and Medical Leave Expansion Act (“E-FMLA”)

#### Purpose

The Academy of Alameda enacted this policy in accordance with the Families First Coronavirus Response Act (“FFCRA”) to provide paid time off to eligible employees for qualifying child care reasons.

#### Eligible Employees

All employees (including part-time and temporary employees) who work for The Academy of Alameda for a minimum of 30 days are eligible to use E-FMLA as set forth in this policy.

#### Definitions

For purposes of this policy, the following definitions are incorporated:

“Child care provider” means a provider who receives compensation for providing child care services on a regular basis, including an ‘eligible child care provider’ (as defined in section 658P of the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n).

“Public health emergency” means an emergency with respect to COVID-19 declared by a Federal, State or local authority.

“School” means an ‘elementary school’ or ‘secondary school’ as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

“Child” is the employee’s own child, which includes a biological, adopted, foster child, stepchild, a legal ward, or a child for whom you are standing in loco parentis who is under the age of 18 years of age; or 18 years or older who is incapable of self-care because of a mental or physical disability.

#### Permitted Use

Eligible employees may use E-FMLA if they are unable to work (or telework) due to a need for leave to care for their child if their child’s school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency. This may be taken if no other suitable person is available to care for the child during the period of the leave.

#### Paid Leave Received

Employees are entitled to up to twelve weeks of time off under E-FMLA. The first two weeks are unpaid, but may be paid if the employee elects to use COVID-PSL or other applicable The Academy of Alameda paid benefits during this time. The remaining ten weeks are paid at two-thirds of the employee’s regular rate of pay, up to a daily maximum of \$200 and an aggregate total of \$10,000. The amount paid is also based on the number of hours the employee would otherwise normally be scheduled to work.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, The Academy of Alameda will determine the number of hours, which generally includes a backward looking calculation of hours worked in the previous six months.

#### Limits on Use

E-FMLA is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. Please also note that any time off for FMLA reasons during the relevant period will count against remaining availability of E-FMLA. For instance, if an employee took three weeks of FMLA during the

relevant time period, the employee will have nine weeks available under E-FMLA for use. In this example, the first two weeks of the available nine weeks would be unpaid and the remaining seven weeks would be paid in accordance with the above calculations.

#### Intermittent Leave

If The Academy of Alameda and the Employee agree, an employee who needs time off for E-FMLA, may take time off intermittently.

#### Use Of Paid Benefits

After the first two workweeks (10 work days), employees may elect to use, or The Academy of Alameda may require the use of, other applicable accrued unused AoA paid leave benefits concurrently with E-FMLA.

#### Maintenance of Health Benefits

The Academy of Alameda will provide continued coverage under The Academy of Alameda's group health plan if the employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior E-FMLA. Unless otherwise noted, the employee's contribution portion will be deducted from the employee's pay. The Academy of Alameda will provide instructions to employees as their payment for benefit contributions during any unpaid time off under E-FMLA.

#### Notification

The employee must completely fill out and submit a Request for Leave Form and provide reasonable advance notification of the need to use E-FMLA, if foreseeable. Documentation from the employee's school or child care provider regarding the closure or unavailability must be submitted with the Request for Leave Form.

If the need to use E-FMLA is not foreseeable, the employee must submit the Request for Leave Form as soon as practicable. However, paid leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact Summer Hottinger, Director of HR.

#### Termination

Employees will not receive pay in lieu of unused E-FMLA. Unused E-FMLA will not be paid out upon termination.

#### Restoration to Position

Generally, an employee who takes E-FMLA leave shall be entitled, upon return from such leave, to be restored either (A) to the position of employment held by the employee when the leave commenced; or (B) to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. In accordance with applicable law, restoration to a position may not be possible if certain conditions exist which include, but are not limited to, economic conditions or other changes in operating conditions of The Academy of Alameda that affect employment and are caused by a public health emergency.

#### No Discrimination or Retaliation

The Academy of Alameda prohibits discrimination or retaliation against employees for requesting or using E-FMLA.

Other

Please note that under certain circumstances, The Academy of Alameda may be exempt from the requirements of E-FMLA. In addition, employees may be eligible for time off under The Academy of Alameda's FMLA policy if the employee has a serious health condition related to COVID-19, or to care for the employee's spouse, child or parent with a serious health condition related to COVID-19.

Other terms and conditions of FMLA may apply to this leave. Please see Summer Hottinger, Director of HR for additional information.

This E-FMLA policy may be modified, altered, or otherwise amended or deleted in The Academy of Alameda's sole and absolute discretion.

## The Academy of Alameda

### Emergency Paid Sick Leave (“COVID-PSL”)

#### Purpose

The Academy of Alameda enacted this policy in accordance with the Families First Coronavirus Response Act (“FFCRA”) to provide emergency paid sick leave (“COVID-PSL”) to eligible employees.

#### Eligible Employees

All employees (including part-time and temporary employees) who work for The Academy of Alameda are eligible to use COVID-PSL beginning on the first day of employment as set forth in this policy.

#### Definitions

For purposes of this policy, the following definitions are incorporated:

“Caring for an individual” relates to the care for an employee’s immediate family member, a person who regularly resides in the employee’s home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined.

“Health care provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other health care provider as authorized by statute.

“Seeking a medical diagnosis” for COVID-19 is limited to time the employee is unable to work or telework because the employee is experiencing symptoms such as a fever, dry cough, shortness of breath or any other symptoms identified by the U.S. Centers for Disease Control and Prevention and the employee is taking affirmative steps to obtain a medical diagnosis, such as making, waiting for, or attending an appointment for a test for COVID-19.

The definitions of “child care provider,” “school,” and “child” are the same as those set forth in The Academy of Alameda’s E-FMLA policy below.

#### Permitted Use

Eligible employees may use COVID-PSL to take paid time off if an employee is unable to work (or telework) due to any of the six qualifying reasons set forth below:

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. This includes situations in which the employee has been advised to self-quarantine because the employee has COVID-19, it is believed the employee may have COVID-19 due to known exposure or symptoms or the employee is deemed particularly vulnerable to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in subparagraph (2).
5. The employee is caring for a child of such employee if the school or place of care of the child has been closed, or the child care provider of such child is unavailable, due to COVID-19 precautions. This may be taken if no other suitable person is available to care for the child during the period of the leave.

6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

#### Hours of Paid Leave Received

Full-time employees are entitled to 80 hours of COVID-PSL.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, The Academy of Alameda will determine the number of hours, which generally includes a backward looking calculation of hours worked in the previous six months.

#### Caps on Amount of Paid Leave Received

For qualifying reasons 1-3, the employee will receive their regular rate of pay up to \$511 daily and an aggregate total of \$5,110. For qualifying reasons 4-6, the employee will receive their regular rate of pay up to \$200 daily and an aggregate total of \$2,000.

#### Limits on Use

COVID-PSL is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. If an otherwise eligible employee received COVID-PSL from a prior employer, the employee may not be entitled to COVID-PSL under this policy.

#### Intermittent Leave

If The Academy of Alameda and the employee agrees, an employee may take the leave intermittently if the employee works on site and needs time off to care for their child if the school or place of care of the employee's child has been closed, or the child care provider is unavailable due to COVID-19 precautions. Intermittent leave while an employee is working on The Academy of Alameda's premises will not be provided for any other reasons for leave under COVID-PSL. If The Academy of Alameda and the employee agree, an employee may take the leave intermittently for any qualifying reason if the employee is teleworking.

#### Use Of Paid Benefits

Employees may elect to use other accrued unused AoA paid leave benefits pursuant to those applicable policies before using COVID-PSL, although employees are not required to do so.

#### Maintenance of Health Benefits

The Academy of Alameda will provide continued coverage under The Academy of Alameda's group health plan if the employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior to COVID-PSL. Unless otherwise noted, the employee's portion of contributions will be deducted from the employee's pay.

#### Notification

The employee must completely fill out and submit a Request for Leave Form and provide reasonable advance notification of the need to use COVID-PSL, if foreseeable. Additional documentation supporting the need for leave may be requested. If the need to use COVID-PSL is not foreseeable, the employee must submit the Request for Leave Form as soon as practicable. However, paid leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact Summer Hottinger, Director of HR.

Termination

Employees will not receive pay in lieu of unused COVID-PSL. Unused COVID-PSL will not be paid out upon termination.

No Discrimination or Retaliation

The Academy of Alameda prohibits discrimination or retaliation against employees for using their COVID-PSL.

This COVID-PSL policy may be modified, altered, or otherwise amended or deleted in The Academy of Alameda's sole and absolute discretion.



## The Academy of Alameda Infectious Disease Control Policy

The Academy of Alameda will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of The Academy of Alameda during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The Academy of Alameda is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

### **Preventing the Spread of Infection in the Workplace**

The Academy of Alameda will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. A committee will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of child care should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

### Limiting Travel

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with management on appropriate actions. Business-related travel outside the United States will not be authorized until further notice.

Employees should avoid crowded public transportation when possible. Alternative scheduling options, ride-share resources and/or parking assistance will be provided on a case-by-case basis. Contact human resources for more information.

### Telecommuting (Telecommuting See Policy)

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your Supervisor for consideration.

### Staying Home When Ill

Many times, with the best of intentions, employees report to work even though they feel ill. We provide paid sick time and other benefits to compensate employees who are unable to work due to illness. Refer to Paid Sick Leave policy.

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Examples include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-

reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

#### Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your healthcare provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

#### Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

### **Social Distancing and Face-Covering Guidelines for Workplace Infectious Disease Outbreaks**

In the event of an infectious disease outbreak, The Academy of Alameda may implement these social distancing and face mask guidelines to minimize the spread of the disease among the staff.

*During the workday*, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in staff rooms, offices, copy rooms or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid staff lounge).
6. Encourage members and others to request information and orders via phone and email in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.
7. Wear face-coverings when walking around the campus or in the presence of any other employee or visitor, or who work in open spaces. Face-coverings are to be worn in the classroom while students and others are present and in all common areas at all times.

#### *Outside activities*

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

## The Academy of Alameda

### Return to Work Policy

To ensure the health and safety of our employees and students, the organization will issue return to work protocols as may be required in accordance with applicable local, state or federal regulations and guidance. Please contact Summer Hottinger, Director of HR for specific instructions and return to work protocols.

Generally, however, all employees will be required to adhere to all established health and safety protocols and to practice good hygiene in the workplace, which includes the following:

- Washing your hands often with soap and water for 20 seconds;
- Washing your hands after blowing one's nose, coughing, or sneezing;
- Washing your hands after using the restroom;
- Washing your hands before eating or preparing food;
- Washing your hands before and after providing routine care for another person who needs assistance (e.g., a child); and
- Washing your hands immediately after removing gloves.

The Academy of Alameda will also take steps to ensure enhanced cleaning of classrooms, the main office and all other areas of the campus. Common areas, for purposes of this policy, are defined as hallways, conference rooms, lunch areas, restrooms or anywhere else where you will be within six feet of another individual.

If an employee is sick, The Academy of Alameda encourages the employee to remain at home until the employee is able to return to work. The employee should follow The Academy of Alameda's sick leave policies for time off of work.

## The Academy of Alameda

### Temporary Remote Work Policy

Due to the nature of the organization's operations, employees are typically expected to report to the physical campus as scheduled during regular operations. In light of recent events surrounding the COVID-19 global pandemic, the schools may have to modify its operations. In such instances, employees may be permitted or required to work from home on a temporary basis. Because the schools provide an essential service, it may require an employee to work on site as necessary for school operations during any remote work period.

#### Eligibility

In order for employees to be eligible to work remotely and on a temporary basis, the employee must have advanced specific written authorization from their supervisor due to modifications to operations due to COVID-19.

#### Conditions of Remote Work

The conditions of remote work include, but are not limited to the following:

- Availability: As a condition to working on a remote basis, the employee must be available for contact via telephone and email and perform work during their normal scheduled hours. Unless expressly authorized by their supervisor, non-exempt employees do not have permission to work at any time outside of their scheduled hours. If an employee will not be available for work during their normal hours, the employee must notify and obtain advanced approval from their supervisor.
- Timekeeping Requirements: Non-exempt employees working remotely must comply with The Academy of Alameda's timekeeping and meal and rest period policies while working remotely. Specifically, employees must accurately record all hours worked remotely in The Academy of Alameda's timekeeping system. This means employees must record all times the employee begins, stops, or resumes working remotely. Non-exempt employees are also required to take a meal period while working remotely in accordance with The Academy of Alameda policies and must accurately record the start and stop times of each meal period. Employees are not required to record the times of any rest periods. If an employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, the employee must immediately report these issues to Summer Hottinger, Director of HR.
- Compliance With The Academy of Alameda Policies: Employees must comply with all AoA policies and procedures while working remotely, including, but not limited to, all policies and procedures governing Employee's use of The Academy of Alameda's electronic communications and computer systems and Confidential Information, including but not limited to student information.
- Leave of Absence. Employees must request and obtain written approval for any leave taken in the same manner as though the employee were not working remotely.
- Security Measures. Employees must continue to follow approved safeguards in order to protect the data, property, records and assets of the organization. All work products done at the home work area will be treated in the same manner as work products from the school's primary location and are the property of The Academy of Alameda. All records, computer files, and correspondence must be safeguarded for return to the organization's primary location. Computer

files must be regularly backed up and saved. All school property, unless otherwise specifically authorized by a supervisor, must be returned to the school's primary location upon the employee's conclusion of the remote work period.

- Travel. Employees must remain available to be physically present at the work site as needed by school operations. Employees may not work remotely from other states or locations which prevent physical presence without written permission.

### Expense Reimbursement

Any reasonable expenses necessarily incurred by employees as a result of being required to work from home (as opposed to being permitted to work from home) will be reimbursed by The Academy of Alameda by payment of a \$50 monthly stipend. Such expenses may include a reasonable percentage of internet and phone expenses. If an employee believes that the designated stipend is insufficient to reimburse the employee for all reasonable expenses necessarily incurred as a result of remote work, the employee must immediately report any expense issues to the employee's immediate Supervisor. Employees will be required to submit documentation to support any request for reimbursement of expenses that exceeds the stipend amount.

An employee's ability to work remotely remains at the sole and absolute discretion of The Academy of Alameda. As with all of its policies and procedures, The Academy of Alameda reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion.

## The Academy of Alameda

### **Communicable Diseases Non-Discrimination Policy**

The Academy of Alameda's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), including the SARS-CoV-2 (coronavirus) and tuberculosis. The Academy of Alameda may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC).

The Academy of Alameda will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. The Academy of Alameda reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

The Academy of Alameda will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.



# 2020-2021 EMPLOYEE HANDBOOK

401 Pacific Avenue  
Alameda, CA 94501

Phone: (510) 748-4017

Fax: (510) 523-5304

[www.aoschools.org](http://www.aoschools.org)

<b>SECTION 1 - OUR MISSION/VISION/CORE VALUES</b>	<b>3</b>
<b>SECTION 2 - HANDBOOK INTRODUCTION</b>	<b>4</b>
<b>SECTION 3 - CONDITIONS OF EMPLOYMENT</b>	<b>5</b>
Immigration Compliance	7
<b>SECTION 4 - THE EMPLOYMENT PROCESS</b>	<b>8</b>
Work Schedule	8
Attendance and Tardiness	9
<b>SECTION 5 - THE WORKPLACE</b>	<b>12</b>
Technology Use and Privacy	13
Equipment Policy	13
Personal Business	14
Nepotism Policy	14
Personal Appearance/Standards of Dress for employees	15
<b>SECTION 6 - EMPLOYEE WAGES</b>	<b>16</b>
Payroll Withholdings	16
Federal, State, and Social Security Taxes	17
W-2 Forms	17
Overtime Pay	17
<b>SECTION 7 - BENEFITS</b>	<b>18</b>
<b>SECTION 8 - LEAVES</b>	<b>22</b>
Unpaid Leave of Absence	22
Family Care and Medical Leave	22
Pregnancy Disability Leave	25
Child Bonding Leave	28
Workers' Compensation Leave	28
Military and Military Spousal Leave of Absence	29
Bereavement Leave	29
Jury Duty or Witness Leave	30
Voting Time Off	30
School Appearance and Activities Leave	30
Victims of Abuse Leave	30
Bone Marrow and Organ Donor Leave	31
Catastrophic Leave	31
<b>SECTION 9 - STANDARDS OF CONDUCT</b>	<b>34</b>
Rules of Conduct	34
Off-Duty Conduct	34
<b>SECTION 10 - SAFETY</b>	<b>43</b>
<b>SECTION 11 - TERMINATION OF EMPLOYMENT</b>	<b>45</b>
<b>EMPLOYEE HANDBOOK ACKNOWLEDGEMENT</b>	<b>46</b>



---

## SECTION 1 - OUR MISSION/VISION/CORE VALUES

### **Our Mission**

---

The Academy of Alameda equitably develops students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

### **Our Vision**

---

We envision a future where all of our students are successful, and their destinies are not determined by their demographics

### **Our Core Values**

---

- Continual Improvement
- Collective Responsibility
- Relationships
- Diversity
- Equity

## SECTION 2 - HANDBOOK INTRODUCTION

Welcome to The Academy of Alameda (AoA)! We are happy to have you join our AoA community. This handbook has been written to provide you with an overview of AoA, its personnel policies and procedures, and your benefits as an AoA employee.

This employee handbook:

- Summarizes AoA's policies, as well as benefits and staff responsibilities.
- Applies to all full-time, part-time, and temporary employees.
- Should be used as a guide and may be revised or updated at the discretion of AoA as necessary.
- Supersedes any previously issued handbooks and or policy or benefit statements of memoranda that are inconsistent with the policies as described herein.

Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at AoA. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of AoA or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Employees are expected to read, understand and abide by the policies in this handbook.

Due to the fact that AoA is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. AoA also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of AoA, and it is intended for personal use and reference by employees of AoA. Circulation of this Handbook outside of AoA requires the prior written approval of the Executive Director or Director of HR.

Employees must sign the **Employee Handbook Acknowledgement** at the end of this Handbook in [Paycom](#). This will provide the School with a record that each employee has received and understands this Handbook.

Employees who have questions or want more information, should consult with their supervisor or the Director of HR who will be glad to assist.

## SECTION 3 - CONDITIONS OF EMPLOYMENT

### Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of AoA that all employees are considered “at-will” employees of AoA. Accordingly, either AoA or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require AoA to have “cause” to terminate an employee or otherwise restrict AoA’s right to release an employee from their at-will employment with AoA. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict AoA’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with AoA that are not consistent with AoA’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom the person knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

AoA will provide annual training to all employees on the mandated reporting requirements, using [Paycom Learning](#). This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

### Credential Requirements

Credentialed employees, must provide copies of a current credential, transcripts, and test scores upon being hired. Failure to provide these documents may delay a credentialed employee’s ability to begin work.

Credentialed staff is also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewals, and for providing AoA with verification of renewals. Failure to provide these updated documents may result in suspension without pay until such time as necessary documentation has been provided.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if an employee fails recertification, training, or testing, AoA is required to remove the employee from the work schedule until requirements are met or the credential is renewed.

## **Criminal Background Check**

---

As a condition of employment, and as required by law, AoA requires all applicants for employment to submit two sets of fingerprints to the Department of Justice and Federal Bureau of Investigation. AoA will not employ a person who has been convicted of a controlled substance or sex offense, or a violent or serious felony or a person who would be prohibited from employment by a public school district because of their conviction for any crime, unless an applicable exception applies. AoA will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. AoA shall also request subsequent arrest notification from the Department of Justice and take all necessary actions based upon such further notification.

All fingerprint and background information must be completed and the results in the possession of AoA before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

The Academy of Alameda covers the cost of both State (DOJ) and Federal (FBI) fees. The employee will be responsible for the "rolling" fee (rolling fees vary from location to location and cover the operator's cost for rolling the fingerprint images).

Additionally, should an employee, during their employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Director of HR.

For additional information on background checks, please contact the Director of HR.

## **Tuberculosis Test**

---

All employees of AoA must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with AoA and the cost of the exam will be borne by the applicant. Failure to provide the documentation on time may result in delay of your ability to begin work or termination. Results of these tests are strictly confidential.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept in the employee's personnel file. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to AoA will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## **First-Aid and CPR**

---

All AoA employees working unsupervised with children or in a classroom setting (i.e. teachers, instructional aides, administrators) must receive, renew, and maintain basic First-Aid and CPR certification by the first day of school for students. AoA will provide First-Aid and CPR training for employees. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First-Aid and CPR training prior to the start of the following school year.

For additional information on the training required, please contact the Director of HR.

## Immigration Compliance

---

AoA employs only those authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instructions. Former employees who are rehired must also complete the form if they have not completed an I-9 with AoA within the past three years or if their previous I-9 is no longer retained or valid.

However, AoA will not check the employment authorization status of current employees, or applicants who were not offered positions with AoA, unless required to do so by law.

AoA shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, AoA shall not discriminate against any individual because the person holds or presents a driver's license issued per section 12801.9 of the Vehicle Code to persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

## SECTION 4 - THE EMPLOYMENT PROCESS

### Employee Status and Classifications

Each AoA employee has a status of either “full-time” “part-time” or “temporary” and classified as either an “exempt” or “non-exempt” employee.

#### ***Employee DOL (Department of Labor) Status***

Some of the policies and benefits described in this handbook depends on whether the employee is full-time or part-time.

- Full-time employees are those employees regularly scheduled to work 30 hours or more each week.
- Part-time employees are those regularly scheduled to work less than 30 hours each week.
- Temporary employees are those employed for short-term assignments or in connection with a specific project or event.
  - Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

#### ***Exempt Status***

For purposes of salary administration, as well as eligibility for overtime payments and employee benefits, AoA classifies its employees under the Fair Labor Standards Act (FLSA) as defined below.

- Exempt employees: This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.
- Non-exempt employees: This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime for hours worked beyond 8 hours in one workday or beyond 40 in one workweek, as well as meal and rest breaks as prescribed by law.

#### ***Employee Classification***

Every employee is designated as an “Certificated employee” or “Classified employee”. Some of the policies and benefits described in this handbook depends on how the employee is designated.

- Certificated employees: Certificated employees are those employees hired by AoA for the primary purpose of instructing students.
- Classified employees: Classified employees include those employees hired by AoA that do not primarily instruct students, maintenance, assistants and other operational employees.

Employees will be notified in writing if any changes are made to their employee status and/or classification while employed at AoA. Any questions regarding employment status or classification should be directed to the Director of HR.

### Work Schedule

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. Your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with

Human Resources or your supervisor. All schedule changes or modifications must be approved by the Director of HR.

AoA reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or continue working after their scheduled hours unless specifically assigned by their supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has approval from the Director of HR to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

## Holidays

---

The AoA calendar reflects any and all holidays observed by AoA. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

AoA does not pay holidays and school breaks, such as days during AoA's calendared breaks.

### **Religious Holidays**

Recognized religious holidays not observed by AoA may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by submitting a time off request in [Paycom](#). The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity, etc. as applicable).

## Attendance and Tardiness

---

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects AoA's ability to implement its educational program and disrupts consistency in students' learning.

All employees are expected to request all time off in [Paycom](#).

If it is necessary to be absent or late, employees are expected to contact their supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, they are expected to keep their supervisor sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with AoA. Absences for more than three (3) consecutive days without notifying the direct supervisor will be considered a voluntary resignation from employment.

## Timecards (Non-exempt employees)

---

By law, AoA is obligated to keep accurate records of time worked by non-exempt employees. Non-exempt employees must accurately complete timecards within [Paycom](#) on a daily basis.

Non-exempt employees must accurately report arrival, departure and unpaid meal times (if they have been approved) as this is the only way the payroll processor knows how many hours each employee has worked and how much each employee is owed.

Absences and overtime must be accurately identified on the timecard. All time reported will be rounded to the nearest 5 minutes. An employee cannot record time and/or submit a timecard for another employee. Each employee must approve and submit their own timecard. Employees must record all time actually worked; working off the clock is prohibited.

Non-exempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked.

Any missing time or errors not corrected by the employee by the timecard correction window deadline as indicated on the payroll calendar will be corrected and paid on the next payroll.

Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with AoA.

## Off the Clock Work

---

AoA prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timecard. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

## Meal and Rest Periods

---

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal and/or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify your direct supervisor in advance as soon as possible so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

### **Meal Periods**

Non-exempt employees scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period should be taken approximately in the middle of the day but by no later than the end of the fifth (5th) hour of work. The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must check the "Lunch Waiver/Override" box on their timecard in [Paycom](#).

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if they have taken the required first meal break of at least 30 minutes and their workday will not exceed 12 hours. To waive the second meal period, the employee must check the "Lunch Waiver/Override" box on their timecard in [Paycom](#).



Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period to their supervisor immediately. The meal period must be accurately recorded on the employee's timecard. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

***Rest Periods***

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

- 3.5 to 6 hours worked = One (1) 10-minute rest period
- Over 6 hours to 10 hours worked = Two (2) 10-minute rest periods
- Over 10 hours to 14 hours worked = Three (3) 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period to their supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

## SECTION 5 - THE WORKPLACE

### Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their direct supervisor. Performance evaluations will be conducted at least once annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AoA and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their direct supervisor, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Principal within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the employee's direct supervisor will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. AoA's evaluation system will in no way alter the at-will employment relationship.

### Equal Employment Opportunity

AoA is an equal opportunity employer. It is the policy of AoA to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/ registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, AoA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their direct supervisor and the Director of HR with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation the person needs to perform the job, or if unknown, what job duties the disability impairs. AoA will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. AoA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, AoA will make the accommodation.

## Technology Use and Privacy

---

AoA will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. AoA retains a copy of all passwords; passwords unknown to AoA may not be used. System security features, including passwords and delete functions, do not neutralize AoA's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

## Equipment Policy

---

AoA attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the school. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

### **Laptop Computers**

Each staff member assigned a laptop for professional use shall be required to sign an agreement and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme

- temperatures;
- Keep food and drinks away from all computing devices and work areas;
  - Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
  - Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
    - immediately report the incident to their immediate supervisor;
    - obtain an official police report documenting the theft or loss; and
    - provide a copy of the police report to their immediate supervisor or Executive Director.

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

### ***Building Security/School Keys***

All employees who are issued keys to the office and classrooms are responsible for their safekeeping.

All employees will be assigned appropriate building keys needed to conduct their daily job responsibilities. Employees are responsible for all keys. Duplication of school keys is not allowed and strictly prohibited. It is against School policy to loan or distribute assigned keys to another employee or non-employee of the School. If an employee's school keys are lost, misplaced, destroyed, or stolen, they must report it immediately to their immediate supervisor.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior authorization.

### **Personal Business**

---

AoA's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area when using a school phone. Do not use School material, time or equipment for personal projects.

### **Nepotism Policy**

---

AoA permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of AoA, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. AoA will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of AoA, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Executive Director must approve any exceptions to this policy.

## **Personal Appearance/Standards of Dress for employees**

---

The Academy of Alameda is a professional workplace. All employees should therefore maintain professional standards of dress by wearing clothing that will present an image consistent with their job responsibilities, and will not interfere with the learning process. Pursuant to Senate Bill 188, no employee will be required to change physical traits such as hair or skin in order to be deemed professional. Standards of professionalism pertain to an employee's clothing and accessories.

## **Lactation Accommodation**

---

AoA accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

AoA will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

## **Personnel Files and Record Keeping Protocols**

---

At the time of employment, a personnel file is established for each employee and each employee will gain access to [Paycom](#). It is each employee's responsibility to keep all personnel information up to date in [Paycom](#). Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable AoA to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. AoA will restrict disclosure of personnel files to authorized individuals within AoA. A request for information contained in the personnel file must be directed to the Director of HR. Only the Director of HR or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, AoA will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of, substantiated investigations into, or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board, and the complaint is deemed to be false, not credible, unsubstantiated, or a determination was made that discipline was not warranted.

## SECTION 6 - EMPLOYEE WAGES

### Paydays

Paydays at AoA are the 10th and 25th of each month. The Director of HR or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day. If an employee observes any error in their check, it should be reported immediately to the Director of HR. Employees can refer to the Payroll Calendar on the Staff Resource webpage at <http://aoaschools.org/staff-resources.html>.

#### **Non-Exempt Employees**

Non-exempt employees will be paid semi-monthly on the 10th and 25th day of each month.

#### **Exempt Employees**

Exempt employees will be paid their monthly salary on the 25th day of each month. Per diem pay will be paid as follows:

- Work performed between the 16<sup>th</sup> and the last day of the month will be paid on the 10<sup>th</sup> of the following month.
- Work performed between the 1<sup>st</sup> and the 15<sup>th</sup> will be paid on the 25<sup>th</sup> of that month.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have an automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage garnishment order is received by AoA for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from the Director of HR as soon as possible.

### Payroll Withholdings

As required by law, AoA shall withhold Federal Income Tax, State Income Tax, Social Security/Medicare (FICA) and State Disability Insurance (SDI), as well as eligible employees' contributions to the State Teachers' Retirement System (STRS) from each employee's pay as follows:

1. **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
3. **Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by AoA. However, participation in STRS may impact the amount of wages withheld for FICA.
4. **State Disability Insurance (SDI):** This state fund is used to provide benefits to those out of work because of illness or disability.
5. **State Teachers' Retirement System (STRS):** All eligible certificated employees shall be enrolled in STRS, and AoA shall withhold the legally required percentage of the employee's wages representing the employee contribution to the retirement system.

In addition, AoA shall withhold the following deductions, dependent upon the employee's elected enrollment:

1. **457 Retirement Plan:** Employees who enroll in the optional 457 plan will have their elected contribution amounts withheld.
2. **Summer Holdback Reimbursement:** Annually, by August 20th, eligible employees may elect to have a

percentage of their monthly net pay from August through June withheld and reimbursed in July. Employees hired after August 20th must wait until the following August 20th in order to make this election.

3. **Employee Health Contributions:** Employees who elect health care plans that are more than the contribution threshold of AoA will have those amounts withheld every pay period. Missed contributions will be deducted from the following paycheck.

Every deduction from an employee's paycheck is explained on the employee's paycheck stub. Employees can view their paycheck stubs in [Paycom](#). If an employee does not understand the deductions, they should ask the Director of Finance or Director of HR.

## Federal, State, and Social Security Taxes

---

All Federal, State, and Social Security taxes will be automatically deducted from paychecks.

Federal Income Tax deductions are determined by the employee's W-4 form. State Income Tax deductions are determined by the employee's DE-4 form.

- W-4 and DE-4 forms are required to be completed upon hire, and it is the employee's responsibility to report any changes in filing status to the Principal and to fill out a new W-4 form.
- Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out and submitting a new W-4 or DE-4 form.
- Employees can request new W-4 and DE-4 forms from the Director of HR.

## W-2 Forms

---

At the end of the calendar year (January to December), a "withholding statement" (W-2 Form) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 Form shows Social Security information, taxes withheld and total wages.

## Overtime Pay

---

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. The number of overtime hours worked shall be calculated in the manner prescribed by law. AoA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the direct supervisor. AoA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees who are subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

## SECTION 7 - BENEFITS

### Paid Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, AoA offers paid sick leave (PSL) to its employees. PSL may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use PSL to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take PSL to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. PSL is not for “personal” absences.

#### **Eligible Employees**

All employees (including part-time and temporary) who work for AoA more than 30 days within a year in California are allotted PSL as set forth in this policy.

#### **Allotment, Accruals, and Carryover**

##### **Exempt Employees**

- Full-time (1.0 FTE) employees will be allotted eight (8) hours of PSL for each scheduled work month. Employees will be allotted PSL annually as follows:
  - 10-month employees - Eighty (80) hours on August 1
  - 11-month employees - Eighty-eight (88) hours on August 1
  - 12-month employees - Ninety-six (96) hours on July 1
- Part-time exempt employees and mid-year hires will be allotted PSL at a prorated amount based on the accrual policies above.
  - If hired the 1<sup>st</sup>-15<sup>th</sup> of the month the employee will be allotted eight (8) hours of PSL for each remaining month of their scheduled work year, including the current month.
  - If hired on the 16<sup>th</sup>-31<sup>st</sup> of the month the employee will be allotted eight (8) hours PSL for each remaining month of their scheduled work year, beginning on the following month.
- Unused, accrued PSL shall carry over from year-to-year, up to a cap of one-hundred-twenty (120) hours.

##### **Non-exempt Employees**

- Non-exempt employees will be allotted with 3 days of PSL at the beginning of their scheduled work year.
  - PSL will be calculated based on the employee’s work schedule at the time of hire.
- PSL accrual for non-exempt employees will be calculated based on actual hours worked.
  - Employees will accrue one (1) hour of PSL for every twenty (20) hours worked beginning on their first day of employment.
- Annual maximum accruals for non-exempt employees will be based on the position’s work year:
  - 10-month employees - Eight (80) hours
  - 11-month employees - Eighty-eight (88) hours
  - 12-month employees - Ninety-six (96) hours
- Unused, accrued PSL shall carry over from year-to-year, up to a cap of ninety-six (96) hours.
  - Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.
- AoA has a 45-day waiting period before new hires are eligible to use their earned PSL.

##### **Temporary Employees**

Accrual for temporary employees will be calculated based on actual hours worked. Employees will accrue one (1) hour of PSL for every twenty (20) hours worked beginning on their first day of employment.



### ***Use of Paid Sick Leave***

Employees must submit all PSL time off requests in a timely manner per AoA's Attendance policy.

Exempt employees may take PSL in minimum increments of one (1) hour.

Non-exempt employees may take PSL in minimum increments of thirty (30) minutes.

Any employee who is absent longer than three (3) days due to illness, may be required to provide medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to AoA. AoA will not tolerate abuse or misuse of sick leave. If AoA suspects abuse of sick leave, AoA may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by AoA.

### ***Termination***

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

## **Personal Necessity Leave**

---

AoA allows eligible employees to use a portion of PSL each school year as personal necessity leave. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

### ***Eligible Employees***

All regular part-time and full-time employees are eligible for personal necessity leave. Temporary employees may not use any portion of PSL as personal necessity leave.

### ***Allotment***

Employees will be allotted with personal necessity leave annually as follows:

#### ***Exempt Employees***

10-month employees - Twenty-four (24) hours on August 1

11-month employees - Thirty-two (32) hours on August 1

12-month employees - Forty (40) hours on July 1

#### ***Non-exempt Employees***

Three (3) days (based on employee's work schedule) on their first day of work

### ***Use of Personal Necessity Leave***

When possible, employees wishing to utilize personal necessity leave must submit a time off request in [Paycom](#) on (1) week in advance. Personal necessity leave must be requested with due consideration for "peak traffic periods" during the school year. Personal necessity leave must not be requested during critical times of the year as it relates to the employee's position (e.g. professional development days and testing for teachers and administrators). Personal necessity should not be used to extend a break or holiday weekend, any requests received for a date preceding or following a school break or holiday weekend will be denied. As personal necessity leave is part of sick leave, employees must be advised that personal necessity leave is not vacation, does not accrue year to year, does not carryover, and is not paid out upon separation from employment.

## Insurance Benefits (Medical, Dental, Vision, and FSA)

---

### **Eligibility**

Full-time employees regularly scheduled to work for AoA at least thirty (30) hours per week are entitled to insurance benefits offered by AoA.

Temporary employees are not eligible for health coverage.

Employees who move from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

### **When Coverage Starts**

Employees are eligible for coverage on the first day of the month following their hire date. Eligible employees must complete their enrollment within 30 days of hire date. These forms serve as a request for coverage, and authorize any payroll deductions necessary to pay for the employee's coverage.

Please see the Director of HR for details about insurance benefits.

## 457 Retirement Plan

---

AoA offers all employees the opportunity to participate in a 457 Retirement Plan. This is a tax deferred savings and investment plan to which employees may make voluntary salary deferral. Employees who are not eligible to participate in the California State Teachers' Retirement System (CalSTRS) Pension will receive a 100% employer match of all contributions, up to 10% of their salary.

\*Employees who are eligible to participate in CalSTRS are not eligible for the 10% employer match.

## COBRA Benefits

---

When coverage under AoA's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and AoA's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) -month period also may be extended an additional eighteen months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reached age 65; or
- The employee's dependent child reaches an age which makes them ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

AoA will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying AoA within thirty (30) days of the event. AoA will then notify the employee or their dependents of the employee's rights.

Health coverage continuation must be elected within 60 days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- AoA stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) -months due to disability and there has been a final determination that the employee is no longer disabled.

## Disability Insurance

---

Each employee contributes to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when an employee cannot work because of illness or injury not caused by employment at AoA or when an employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

State Disability Insurance ("SDI") payments do not begin until the employee is absent from work for seven (7) calendar days. Sick leave can be used for the first seven (7) days before SDI payments begin. SDI benefits do not replace all of the employee's usual wages.

SDI pamphlets with specific rules and regulations governing disability are available from the Director of HR.

## SECTION 8 - LEAVES

### Unpaid Leave of Absence

AoA recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, AoA may grant employees unpaid leaves of absence. Any unpaid leave of absence must be approved in advance by AoA.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act Leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused sick leave, provided that the sick leave was earned prior to the commencement of leave. No sick leave time is accrued during any time of unpaid leave of absence. If an employee is currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. Whether the employee is required to pay their own premiums will depend upon the length of leave of absence. During a family/medical leave, medical and dental benefits will remain in force provided the employee pays the appropriate premiums.

### Family Care and Medical Leave

This policy explains how AoA complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require AoA to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) -month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

#### ***Employee Eligibility Criteria***

To be eligible for FMLA leave, the employee must have been employed by AoA for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

#### ***Events That May Entitle an Employee to FMLA Leave***

The twelve (12) -week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by AoA, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by AoA's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty in the Armed Forces.

#### ***Amount of FMLA Leave Which May Be Taken***

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve-month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, AoA's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days AoA's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

#### ***Pay during FMLA Leave***

1. An employee on FMLA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, AoA and the employee may agree to have School-provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay will accrue during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

### ***Health Benefits during FMLA Leave***

The provisions of AoA's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by AoA during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, AoA will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, AoA will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

AoA may recover the health benefit costs paid on behalf of an employee during their FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if the person works less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

### ***Seniority***

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority the person had when the leave commenced.

### ***Medical Certifications***

1. An employee requesting FMLA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by AoA. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of AoA's request for certification) may result in denial of the leave request until such certification is provided.
2. AoA will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. AoA may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If AoA has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, AoA may request a second opinion by a health care provider of its choice (paid for by AoA). If the second opinion differs from the first one, AoA will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertification is required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

### ***Procedures for Requesting and Scheduling FMLA Leave***

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director of HR.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their spouse, domestic partner, child, or parent. Failure to provide such notice without a reasonable excuse is grounds for delaying acceptance of leave for 30 days after notice was provided.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt AoA's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the

employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that AoA will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which the person is qualified, which has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
7. AoA will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, AoA will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### ***Return to Work***

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to AoA's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), AoA will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that the person is able to resume work.
4. If an employee can return to work with limitations, AoA will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from AoA.

### ***Limitations on Reinstatement***

1. AoA may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to AoA's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of AoA's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that the person qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if AoA determines that substantial and grievous injury to AoA's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, AoA will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause AoA to suffer substantial and grievous injury. If AoA realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

### ***Employment during FMLA Leave***

No employee, including employees on FMLA leave, may accept employment with any other employer without AoA's written permission. An employee who accepts such employment without AoA's written permission will be deemed to have resigned from employment at AoA.

## **Pregnancy Disability Leave**

This policy explains how AoA complies with the California Pregnancy Disability Act, which requires AoA to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### ***Employee Eligibility Criteria***

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### ***Events That May Entitle an Employee to Pregnancy Disability Leave***

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

### ***Duration of Pregnancy Disability Leave***

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for AoA. AoA is not required to provide an indefinite leave of absence as a reasonable accommodation.

### ***Pay during Pregnancy Disability Leave***

1. An employee on pregnancy disability leave may use any or all remaining sick time at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

### ***Health Benefits during Pregnancy Disability Leave***

AoA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. AoA can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.



### **Seniority**

An employee on pregnancy disability leave remains an employee of AoA and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

### **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by AoA. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertification are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

### **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director of HR.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for delay of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt AoA's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the person is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. AoA will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, AoA will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. AoA will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) –day period.
  - c. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, AoA will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with AoA policy, before an employee will be permitted to return from pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, AoA will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from AoA.

### ***Employment during Pregnancy Disability Leave***

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without AoA's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

### **Child Bonding Leave**

---

For any employee who wishes to take leave for purposes of bonding with their newborn child, an adopted child, or a child placed in foster care with the employee, but who is not eligible for bonding leave under the Family and Medical Leave Act/California Family Rights Act, The Academy may grant the employee an unpaid leave of up to thirty (30) calendar days. All leave must conclude within one (1) year of the birth of the child, or the date the child was adopted or placed with the employee for foster care. Employees must use any accrued paid leave (e.g., vacation and/or sick leave) during their leave. During this leave, The Academy shall continue the employee's health benefits in the same manner as it had to date, provided the employee has accrued leave to serve as a wage replacement during their leave, or the employee makes timely arrangements to separately pay to The Academy the employee's portion of the health benefits premium.

Employees must submit a written request for leave to the Executive Director or designee at least six (6) weeks prior to the anticipated date on which the leave is to commence, or as soon as possible if circumstances do not permit such advance notice. The Executive Director or designee retains the discretion to determine whether/how long any leave may be granted depending upon the needs of The Academy of Alameda.

### **Workers' Compensation Leave**

---

AoA, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Notify direct supervisor as soon as possible;
- Report any work-related injury to the Director of HR as soon as possible;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of HR; and
- Provide the Director of HR with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from leave.

It is AoA's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. AoA, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to AoA's operation.

- If an employee is injured on the job, the person is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director or School Principal and to the Director of HR. Failure by an employee to report a work-related injury by the end of their shift could

result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but the person is still required to go to AoA's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from AoA's approved medical facility before returning to work.
- Any time there is a job-related injury, AoA may request drug/alcohol testing along with any medical treatment provided to the employee.

## **Military and Military Spousal Leave of Absence**

---

AoA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and the California Military and Veterans Code. All employees requesting military leave must provide advance written notice of the need for such leave within two days of receiving official notice of military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, AoA shall continue the employee's health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, AoA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws. For those employees serving in the National Guard, if the person left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if the person left part-time employment, the employee must apply for reemployment within (5) five days of being released from active duty.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to AoA, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by legally-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

AoA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide AoA with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

## **Bereavement Leave**

---

All employees are eligible to receive up to three (3) consecutive days of paid bereavement leave in the event of a death of an immediate family member (parent, spouse, domestic partner, child, or step-child, sibling, grandparent, or in-law).

Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Employees are requested to notify the Director of HR when bereavement leave is required and to specify the duration of their absence. These days are to be taken consecutively and may not be split or postponed. AoA reserves

the right to require proof of an eligible event and/or relationship.

If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave, or use any accumulated, unused sick and personal necessity leave days.

## Jury Duty or Witness Leave

---

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to the Director of HR. Employees must report for work whenever the court schedule permits. AoA encourages employees to request postponements of their jury duty obligation to align with school breaks.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Employees may elect to use any accrued personal necessity leave during jury/witness duty leave.

Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

## Voting Time Off

---

AoA encourages its employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in an election during non-working hours, AoA will grant the time off the employee needs in order to vote, up to two (2) hours of paid time off. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall submit a "Personal Necessity" time off request in [Paycom](#) at least two (2) days in advance.

## School Appearance and Activities Leave

---

As required by law, AoA will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of AoA year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of AoA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where AoA requires the employee(s) appearance.

The employee requesting school leave must submit an "Unpaid" time off request in [Paycom](#) with reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

## Victims of Abuse Leave

---

AoA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide AoA with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide AoA one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, AoA will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Principal.

## **Bone Marrow and Organ Donor Leave**

---

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) -month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) -month period.

An employee requesting Donor Leave must provide written verification to the Director of HR that the person is a donor and that there is a medical necessity for the donation of an organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. AoA may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## **Catastrophic Leave**

---

The purpose of this policy is to permit an employee of AoA to contribute a portion of their accrued paid sick time to other employees (via a pooling ("bank") of donated sick time) when another employee has suffered a catastrophic illness or injury requiring absence from work for a prolonged period of time.

"Catastrophic injury or illness" is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic. Conditions that are short-term in nature, including but not limited to common illnesses (influenza, measles, etc.) and common injuries (back pain, broken limbs, sprained ankle, etc.) are generally not catastrophic.

An employee who requests catastrophic leave donations must personally be suffering from a catastrophic illness or injury that has resulted in, or is anticipated to result in, the exhaustion of all of their accrued paid leave, including but not limited to paid time off and vacation time. Employees are not eligible to receive leave donations in order to care for others.

Participation in this program is voluntary. Recipient employees shall not offer anything of value to another employee in exchange for donating leave. Likewise, donating employees shall not receive anything of value from another employee in exchange for donating leave.

### ***Recipient Eligibility***

An employee is only eligible to receive leave donations under this policy if they are a regular, full-time employee (30 or more hours per week) who has been in an active work status for AoA for at least 18 months (1.5 consecutive years). Legally protected leaves of absence pursuant to the Family Medical Leave Act ("FMLA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Pregnancy Disability Leave ("PDL"), California Family Rights Act ("CFRA"), or similar federal, state, or local law shall not be considered a break in service for the purposes of determining whether the employee has been in an active work status for the requisite amount of time.

No employee may request to receive catastrophic leave more than one (1) time within a thirty-six (36) month period.

### ***Donor Eligibility***

An employee is only eligible to donate leave under this policy if they are a regular, full-time employee (30 or more hours per week) who has been in an active work status for AoA for at least 18 months (1.5 consecutive years). Legally protected leaves of absence pursuant to the Family Medical Leave Act ("FMLA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Pregnancy Disability Leave ("PDL"), California Family Rights Act ("CFRA"), or similar federal, state, or local law shall not be considered a break in service for the purposes of determining whether the employee has been in an active work status for the requisite amount of time.

Donating employees may contribute up to five (5) paid sick leave days per fiscal year to a paid time off bank for employees suffering a catastrophic illness or injury; however, each donating employee must retain at least five (5) paid sick leave days for their own account. Only accrued, unused paid sick time may be donated.

### ***Process for Requesting Catastrophic Leave***

1. Catastrophic leave requests must be submitted in writing to the Director of HR and include a medical certification of the catastrophic injury or illness.
2. Upon receiving the catastrophic leave request, the Director of HR shall determine:
  - a. That the employee is unable to work due to the employee's catastrophic illness or injury; and
  - b. That the employee has exhausted all accrued paid leave credits.
3. When the above verification and determinations are made, the Director of HR may approve the transfer of paid time off credits. There is no right to receive catastrophic leave. The Director of HR may in their unreviewable discretion decline an employee's request for catastrophic leave benefits for any reason.
4. If the recipient employee's request is granted, the Director of HR shall inform employees of the means by which donations may be made in response to the employee's request. Eligible employees may donate accrued paid time off credits to the requesting employee at a minimum of eight (8) hours, prorated per donating employee, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable.
5. Donating employees shall remain anonymous. AoA will not identify the donor publicly or to the recipient employee, but some employees may need to be made aware of the donation in order to process and administer the donation.
6. An employee who receives paid leave pursuant to this program shall use any leave credits that they continue to accrue on a monthly basis before receiving paid leave pursuant to this program. No employee shall receive more than forty (40) donated paid time off days.
7. If the employee is also receiving State Disability Insurance ("SDI") or Paid Family Leave ("PFL") benefits, which is paid on a weekly basis, the total amount of catastrophic leave pay the employee may receive on a weekly basis, when added to the amount of SDI or PFL benefits the employee is receiving, shall not exceed the employee's total weekly salary.

The employee who is a recipient of the donated leave credits shall use those credits in compliance with their approved application for catastrophic leave.

## **Returning from Leave of Absence**

---

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of HR thirty (30) days' notice before returning from leave. Whenever AoA is notified of an employee's intent to return from a leave, AoA will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of HR.

## SECTION 9 - STANDARDS OF CONDUCT

### Rules of Conduct

The following conduct is prohibited and will not be tolerated by AoA. This list of prohibited conduct is illustrative only and applies to all employees of AoA; other types of conduct that threaten security, personal safety, employee welfare and AoA's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of AoA. If an employee is working under a contract with AoA which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's supervisor or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities.
3. Unauthorized soliciting, collecting contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or AoA's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.



## Off-Duty Conduct

---

While AoA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with AoA legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect AoA or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects AoA's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by AoA, employees are expected to devote their energies to their jobs with AoA. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on AoA's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to AoA explaining the details of the additional employment. If the additional employment is authorized, AoA assumes no responsibility for it. AoA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## Social Media

---

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, SnapChat, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of AoA;
- Employees may not use AoA's logos, trademarks and/or copyrighted material and are not authorized to speak on AoA's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by AoA;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing AoA, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

AoA reserves the right to take disciplinary action against any employee whose internet postings violate this or other School policies.

## Professional Boundaries: Staff/Student Interaction Policy

---

AoA recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### *Corporal Punishment*

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student,

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - a. Stopping a student from fighting with another student;
  - b. Preventing a pupil from committing an act of vandalism;
  - c. Defending yourself from physical injury or assault by a student;
  - d. Forcing a pupil to give up a weapon or dangerous object;
  - e. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  - a. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - c. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain;
  - d. Taping or use of any other physical force as retaliation or correction for inappropriate behavior.

### ***Staff-Student Interactions***

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that they not be touched, then that request must be honored without question.

### ***Boundaries Defined***

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

### ***Acceptable and Unacceptable Behaviors***

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

Some activities may seem innocent from a staff member's point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for*

any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

**Unacceptable Behaviors**

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior intended to be addressed by this policy.

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal. It is recommended that any such gifts be filtered through the Principal along with the rationale therefore.
2. Kissing of ANY kind
3. Massage [Note: Permitted in athletics only if provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.]
4. Full frontal or rear hugs and lengthy embraces
5. Sitting students on one’s lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. “Dating” or “going out with” a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student’s parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Staff mirroring the immature behavior of minors
29. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such

force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

### **Acceptable Behaviors**

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or a 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus
11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student
13. Keeping reasonable and appropriate space between you and the student
14. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
15. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
16. Keeping after-class discussions with a student professional and brief
17. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
18. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
19. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
20. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
21. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
22. Prioritizing professional behavior during all moments of student contact
23. *Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career*

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

### **Duty to Report Suspected Misconduct**

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of "grooming behavior," they must report the suspicion to the Director of HR promptly. "Grooming behavior" is an attempt to build an emotional and/or physical connection with a minor to gain their trust for the purpose of sexual abuse. "Suspicion" means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to

believe that a violation of the boundaries policy occurred. Prompt reporting of “unacceptable behaviors” observed in adult interactions with minors is essential to protect students, staff, any witnesses, and the school as a whole. When observant staff members call attention to a boundaries violation(s), the likelihood of harm is greatly reduced.

### ***Consequences***

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

## **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

---

AoA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. AoA’s policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks and twists), color, gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics), taking a leave of absence authorized by law; genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed or discriminated or retaliated against, based upon the characteristics noted above.

AoA does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors) or third party (including independent contractors or other person with which AoA does business). Supervisors are to report any complaints of unlawful harassment to the Principal or designee.

When AoA receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. AoA is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### ***Prohibited Unlawful Harassment***

- a) Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- b) Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- c) Retaliation for reporting or threatening to report harassment; or
- d) Disparate treatment based on any of the protected classes above.

### ***Prohibited Unlawful Sexual Harassment***

AoA is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual’s employment; (2) an employment decision is based upon an individual’s acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual

harassment against them or against another individual.

### ***Training Requirements***

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

### ***Reporting***

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director or School Principal.

Employees can access the "Harassment/Discrimination/Retaliation Complaint Form" and "Internal Complaint Form" electronically in [Paycom](#) or can request a printed form from the Director of HR.

### ***Sexual harassment may include, but is not limited to:***

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate AoA's policy.

## Internal Complaint Review Policy

---

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

### ***Internal Complaints (Complaints by Employees against Employees)***

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event that an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce their complaints to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file their complaint in a signed writing to the Chair of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Chair or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, AoA values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences to employment.

### ***General Requirements***

1. **Confidentiality**: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. **Non-Retaliation**: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. **Resolution**: The Board (if the complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## Whistleblower Policy

---

AoA requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within AoA. As representatives of AoA, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that AoA has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of AoA to raise serious concerns about the occurrence of illegal or unethical actions within AoA before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of AoA have a responsibility to report any action or suspected action taken within AoA that is illegal, unethical or violates any adopted policy of AoA, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to AoA or any individual at AoA and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred.

A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who AoA believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

## **Drug-Free Workplace**

---

AoA is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other AoA stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

## **Confidential Information**

---

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

## **Conflict of Interest**

---

All employees must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, School Principal, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, AoA may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## **Smoking**

---

AoA facility is a no smoking (including e-cigarettes, marijuana, and JUUL) facility.



## SECTION 10 - SAFETY

### Health and Safety Policy

---

AoA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director or Director of HR any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, AoA will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### Security Protocols

---

AoA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director or School Principal. Employee desks and offices should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director or School Principal when keys are missing or if security access codes or passes have been breached.

#### ***Parked Vehicles***

Employees are responsible for their own parked vehicles and the personal possessions within while parked on AoA property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

#### ***Personal Automobile***

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

#### ***Personal Property***

AoA cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on AoA's premises, including the parking area, or away from school property while on school business. AoA employees are prohibited from using personal property for work-related purposes unless approved in advance by the AoA.

### Occupational Safety

---

AoA is committed to the safety of its employees, vendors, contractors and the public and to provide a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of AoA that accident prevention shall be considered of primary importance in all phases of operation

and administration. AoA's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## **Accident/Incident Reporting**

---

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises to their direct supervisor and the Director of HR so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## **Reporting Fires and Emergencies**

---

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling the main office. In addition, all employees should know the local emergency numbers such as 911 and how to utilize the Share911 system.

## SECTION 11 - TERMINATION OF EMPLOYMENT

### Voluntary Termination

---

AoA will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from AoA; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to AoA for three (3) consecutive work days. AoA requests that employees provide at least two weeks written notice of a voluntary termination. All AoA property must be returned immediately upon terminating employment. AoA retains the right to accept resignation immediately and pay the amount of compensation an employee earned through and including the final day of employment.

### Involuntary Termination

---

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of AoA's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, AoA reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### Exit Interviews

---

All employees who leave employment at AoA will be asked to take part in an exit interview with the Director of HR to communicate their challenges and growth while employed at AoA. Information shared during an exit interview will be treated as confidential.

# EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of AoA's Employee Handbook, on the date indicated below and agree to at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding AoA's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of AoA's policies.

AoA reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than AoA's Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Coversheet

### Elementary and Middle School Proactive and Responsive Actions to Ensure Strong Attendance

**Section:** III. Board Communications  
**Item:** B. Elementary and Middle School Proactive and Responsive Actions to  
Ensure Strong Attendance  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
Attendance Plan\_ Successfully Engaging Students We Have Not Engaged Fall, 2020\_21 .pdf

# Distance Learning Attendance Plan

Engaging All Students In a  
Distance Learning Only Environment

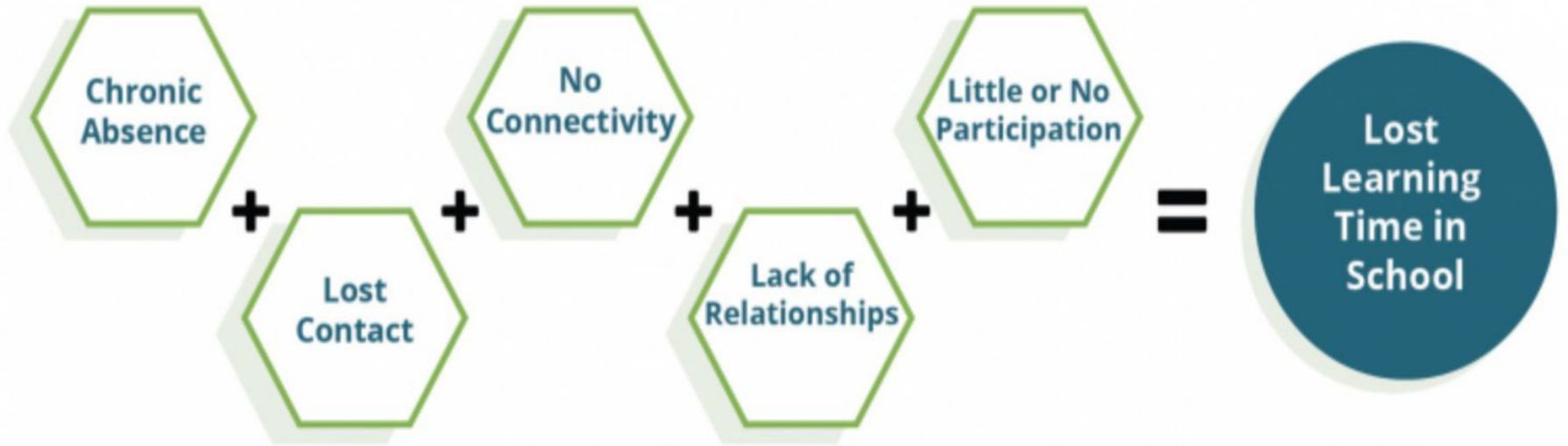
# CDE Attendance Requirements for 2020/21

*Although LEAs will not be reporting ADA in FY 2020–21, LEAs are required to record and **track student attendance and participation** for the purpose of compulsory education, reporting student attendance in CALPADS for chronic absence reporting and avoiding audit penalties. Each LEA shall ensure the following is completed:*

- A weekly engagement record is completed for each student documenting the type of instruction:
  - In person or distance learning
  - Synchronous or asynchronous
  - Whole day or partial day
- Document individual daily student participation on each instructional day:
  - Tracking assignments and assessments, including whether it was completed or incomplete
  - Evidence of participation in online activities
  - Record of contacts between school employees and students or guardians

# The Need to Identify and Monitor Students At Risk

## Identifying Students At Risk Due to Absenteeism





# 4 Key Additional Attendance Measures

## Additional “Attendance Measures ”

	What are we (districts, schools & community partners) trying to find out?	What are school/district responsibilities, with support from community partners?	What data can we collect? (Possible data points)	What are the equity implications?
<b>Contact</b>	Can we reach students and families?	Maintain regularly updated contact information.	% of families with working contact information. % of students unreachable, disaggregated by race/ethnicity, zip code, homelessness, foster care, free and reduced lunch, disabilities.	Working contact information is essential to offering supports and learning opportunities.
<b>Connectivity</b>	Are we ensuring all students and families have digital access and competency?	Provide access to technology and equip school staff and families to use it effectively.	% of students/families with technology (have computer, software, and internet). % of staff who have the equipment and skills to support digital learning.	Lack of technology = less access to quality learning opportunities.  Digital literacy requires offering support in the home languages of families.
<b>Relationships</b>	Are we establishing reciprocal relationships with students and families and creating a sense of connection and support?	Ensure students and families have meaningful two-way communications with staff and each other about how to improve conditions for learning.	% of students reporting positive relationships with at least one adult in the school. % of students participating in group relationship building activities led by adults or peers (clubs, enrichment activities, advisory and mentoring). % of families reporting positive relationships with school staff. % of families reporting the opportunity to provide feedback on school decisions.	When students and families are connected to and supported by the school community, students are more likely to do well academically and stay in school.
<b>Participation</b>	Are students participating in learning opportunities?	Offer options to participate in meaningful learning opportunities.	% of students participating in learning opportunities at least 95% of the time. % of students missing 10% or more of learning opp	Students who participate regularly are less likely to fall behind academically and graduate.

# Elementary School Strategies: Proactive

- Dedicated communication to ES families via ParentSquare highlighting the importance of attendance.
- Instructional Aide assigned to each grade level to support with making calls/supporting students who synchronous learning.
- Teacher led Virtual Home Visits before school started to build early engagement, trust, and relationship building.
- Ebonie Hill, the Culture and Climate coordinator began reaching out to families of students two weeks before 8/24, who were identified to have struggled with virtual attendance in the Spring.
- School-wide community building via clubs.
- SEL PD, focusing on the trauma impact to students in a global pandemic, wellness circles, and creating positive and predictable student schedules.
- Ongoing teacher and staff PD on virtual engagement
- Clear student and family facing log in directions

# Elementary School Strategies: Responsive

- Staff will make phone calls the first week to reach out to students who are not attending synchronous learning
- Ms. Ebonie to focus on students who are consistently unable to log on, and provide support as needed.
- Review of attendance in weekly COST meetings
- Student Attendance Review Team (SART) will initiate meetings early if needed.
- Initiation of the Student Attendance Review Board (SARB) if necessary.

# Middle School Strategies: Proactive and Responsive

## Proactive Actions

- An email to the middle school community promoting the importance of attendance
- Professional development focused on providing more engaging curriculum and instruction
- RJ Coordinator Rhiannon Landesberg has been reaching out to students who did not engage last spring to help make sure they have what they need
- WEB Orientation and new 7th/8th grade orientation and Homeroom letters and phone calls
- Extra staff to answer calls and reach out during the first week of school and to serve as non-SPED IA support

# Middle School: Responsive Actions

## Responsive Actions

- Assigning case loads of students to additional staff to offer weekly check-ins.
- Will make phone calls and home visits as needed in the first weeks of school to get all students connected.
- COST team will review attendance and engagement in our meetings and plan follow-up steps.
- Student Attendance Review Team (SART) will initiate meetings early if needed.
- Initiation of the Student Attendance Review Board (SARB) if necessary.

# Next Steps

Principals or designees will report attendance data related to truancy at the October Board meeting including any new actions to address students who are at risk of chronic truancy.

- Data points include those listed on Slide 4.

# Coversheet

## Budget Update

**Section:** III. Board Communications  
**Item:** C. Budget Update  
**Purpose:** FYI  
**Submitted by:** Stacie Ivery  
**Related Material:** 20-08-27 Board Meeting (Financial Update).pdf

**BACKGROUND:**

The budget adopted at the June 2020 board meeting was based on the assumptions known at the time of the May Revise. Since the May Revise, the state adopted budget has shifted significantly. The LCAP will be adopted at the September 2020 board meeting along with a revised 20-21 budget that supports the actions identified in the LCAP. The current presentation is an overview of the changes.

**RECOMMENDATION:**

None



# 2020-21 Budget Update

August 27, 2020

The Academy of Alameda  
Public Schools



# Agenda

1. Budget Revision & LCAP Approval Timeline
2. Review current budget assumptions
3. Cash Flow
4. Additional One-time Revenue & Planned Expenses
5. Closing Thoughts

# Timeline – LCAP & Budget

The Local Continuity & Attendance Plan (LCAP) must be approved by September 30, 2020



## Aug 27<sup>th</sup> Board Meeting

Director of Finance will update the Board on key changes from the budget approved in June and the final budget adopted by the state

## August – Beg of Sept

Executive Director will draft an initial LCAP that will be presented to families and key stakeholders for feedback

## By Sept 17<sup>th</sup>

Hold a meeting to get stakeholder engagement on the LCAP draft

## Sept 24<sup>th</sup> Board Meeting

Approve the final LCAP along with an updated 20-21 budget that reflects the changes from May Revise to the Adopted State budget



# Enrollment Estimates

LCFF Funding will be based on 19-20 ADA rates, but the LCFF Supplemental Funding will be based on actual 20-21 UPP counts



	19-20 Enrollment	19-20 Unduplicated Count (UPP)	19-20 ADA & 20-21 ADA	20-21 Enrollment	20-21 Unduplicated Count (UPP)
<b>Elementary School</b>	298	153 / 296 (51.3%)	284.45	314	173 / 314 (55.1%)
<b>Middle School</b>	476	255 / 476 (53.6%)	454.63	440	242 / 440 (55.0%)

*\*ES enrollment is projected to grow in 20-21 & MS enrollment is projected to decline in 20-21. Even though enrollment will vary, ADA & associated funding will not be adjusted for either site.*



# Adopted Budget Changes

- COLA of 2.31% was not funded
- 10% Reduction to LCFF funding was taken out
- Cuts to categorical programs (such as ASES) were restored
- Increase to base Special Education funding
- Additional one-time COVID funding that will be explained in future slides:
  - Funding based on 19-20 SPED counts
  - Funding based on 19-20 LCFF Supplemental Funding
  - Funding based on 19-20 Title I funding levels

# Cash Flow Assumptions

**Cash July 1, 2020 = \$3,409,612**

- Bank of Marin Checking #1 – \$752,028.40
- Bank of Marin Checking #2 – \$1,186,915.00
- LAIF - \$1,470,668.64

**Estimated Cash as of June 30, 2021**

- Total Cash = **\$2,495,089**

## Key Take-aways

- **42%** of our State Aid will be deferred (\$1.27M)
- Even with a positive operating income, cash will decrease over the year by approximately \$1M



# Cash Deferred

# Cash Repaid

## Estimated Deferrals:

- Feb: 45%
- March: 70%
- April: 70%
- May: 70%
- June: 100%



The Academy of Alameda  
Public Schools

2020 – 21 Fiscal Year

2021-22 Fiscal Year

Powered by BoardOnTrack

# Pro-Rata Share Assumptions

**Due to the unique situation regarding funding & enrollment in 20-21, shared costs will be assumed as follows:**

- 60% - Middle School
- 40% - Elementary School



# One-Time COVID Funding *(Most must be spent by 12/30/20)*

## Allowable Uses:

1. Student learning supports
2. General measures that extend instructional time for students
3. Provide additional core academic support for students who need it
4. Provide integrated services that support teaching and learning—such as student and staff technology needs, mental health services, staff professional development, and student nutrition

	Elem School	Middle School	Use Timeframe
Corona Virus Relief Funds (CRF)	\$121,681	\$209,468	3/ 1/ 20 – 12/ 30/ 20
State General Fund (GF)	\$22,062	\$33,899	3/ 1/ 20 – 12/ 30/ 20
Gov. Relief Funds (GEER)	\$10,580	\$24,841	3/ 13/ 20 – 9/ 30/ 22
<b>Total Funding</b>	<b>\$154,323</b>	<b>\$268,208</b>	





# Corona Virus & State General Funds

## Planned Expenses:

	Elem School	Middle School	Use Timeframe
Corona Virus Relief Funds (CRF)	\$121,681	\$209,468	3/ 1/ 20 – 12/ 30/ 20
State General Fund (GF)	\$22,062	\$33,899	3/ 1/ 20 – 12/ 30/ 20
<b>Total</b>	<b>\$143,743</b>	<b>\$243,367</b>	
Ed Software (Schoology, Renaissance, Zearn, etc)	\$17,500	\$24,500	Most Purchased
Technology	\$93,500	\$125,000	Some Purchased
Staffing needs identified in the LCAP	\$32,750	\$94,000	



# ESSR – CARES Act Funding

## Allowable Uses:

- LEAs can use ESSER funds for any activities authorized by the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2000 (ESSA), Individuals with Disabilities Education Act (IDEA), the Adult Education and Family Literacy Act, the Perkins Career and Technical Education (CTE) Act, or the McKinney-Vento Homeless Assistance Act. Additional information about the allowable uses of funds can be found on the ESSER Fund
  - Sanitization supplies
  - Educational technology (hardware, software, & connectivity)
  - Mental health services & supports
  - Summer months learning opportunities
  - Staff training & PD
  - \*Discretionary funds for schools to address their needs

	Elem School	Middle School	Use Timeframe
ESSER (CARES Act)	\$30,417	\$63,693	3/ 13/ 20 – 9/ 30/ 22



# ESSR – CARES Act Funding

## Planned Expenses:

	Elem School	Middle School	Use Timeframe
ESSER (CARES Act)	\$30,417	\$63,693	3/ 13/ 20 – 9/ 30/ 22
Gov. Relief Funds (GEER)	\$10,580	\$24,841	3/ 13/ 20 – 9/ 30/ 22
<b>Total</b>	<b>\$40,997</b>	<b>\$88,534</b>	
HEPA Air Purifiers	\$16,000	\$24,000	Purchased
Sanitation & Safety Supplies	\$15,000	\$19,000	Some purchased
Hot Spots	\$10,000	\$15,000	Some purchased
Beehively Tech Support	\$0	\$31,500	Purchased



# Closing Thoughts

- Ongoing deferrals are unknown, we will be able to get through 20-21, but will have better insight in January regarding ongoing deferrals
- This is the first year that we've ever had one-time funds that must be spent by the middle of the fiscal year
- Purchases made to date help assist with distance learning:
  - New laptops & a 2<sup>nd</sup> screen for all instructional staff
  - 250 new student chromebooks
  - 45+ hotspots
  - \$50 monthly stipends for all staff to help with use of personal items
  - Additional Tech Support with Beehively
  - Schoology, Padlet, & Renaissance Learning for online instruction
  - Online IEP assessment software
- Switching to an on-site model will be costly to make the school safe & hire enough people with extra custodial support to ensure student safety. We have purchased the following items to help with the on-site transition:
  - HEPA air filtration systems for every room
  - Hand sanitizer & stations
  - Cloth & disposable masks, face shields, thermometers

# Coversheet

## Learning and Attendance Continuity Plan Overview

**Section:** III. Board Communications  
**Item:** D. Learning and Attendance Continuity Plan Overview  
**Purpose:** FYI  
**Submitted by:** Matt Huxley  
**Related Material:** LCAP Overview 8.27.20.pdf



# Learning Continuity and Attendance Plan Overview

Board Meeting, 8.27.20

The Academy of Alameda  
Public Schools

# Learning Continuity and Attendance Plan: Purpose/Key Features

The Learning Continuity and Attendance Plan (LCAP) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis. **It includes descriptions on how a district/LEA plans to:**

- Address gaps in learning
- Conduct meaningful stakeholder engagement
- Maintain transparency
- Address the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness
- Provide access to necessary devices and connectivity for distance learning;
- Provide resources and supports to address student and staff mental health and social emotional well-being and
- Provide school meals for students.



# Important Dates and Requirements

- Made available by the CDE on August 1
- Passed by AoA's Board of Directors by September 30 in a public meeting
- A public hearing must help at least 24 hours prior to adoption by the Board. The agenda for that meeting must be posted 72 hours prior to the public hearing.

## **School Community Input:**

- Solicit recommendations and comments regarding specific actions and expenditures proposed to be included in the Learning Continuity Plan.
- Provide the opportunity to submit written comments regarding specific actions and expenditures proposed to be included in the Learning Continuity Plan.
- Present the Learning Continuity Plan to the Parent Advisory Committee and the English Learner Parent Advisory Committee for review and comment

