



THE ACADEMY OF ALAMEDA

The Academy of Alameda Charter School Board

Board Meeting

Date and Time

Thursday October 22, 2020 at 6:30 PM PDT

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Call the Meeting to Order		David Forbes	1 m
B. Zoom Meeting Agreements and Protocol		Taqua Ammar	1 m
<ul style="list-style-type: none"> • This meeting is being recorded • Please mute yourself when you enter the meeting and while someone else is talking. • Use the "raise-hand" icon or raise your hand on video if you have a question. • Make sure your name is spelled correctly. • You can use the chatbox to write a question. • Use reactions to give a "thumbs-up" or "clap." 			
C. Record Board Member Attendance (Roll Call)		David Forbes	3 m
D. The Board Reviews The Academy of Alameda's Mission and Envisioned Future Statements		David Forbes	1 m
<p>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.</p> <p>Envisioned Future: We envision a future where all of our students are successful, and their destinies are not determined by their demographics.</p>			
E. Public Comments on Closed Session Item		David Forbes	5 m
F. Closed Session: Public Employee: Discipline/Dismissal/Release		Matt Huxley	20 m
G. Return To Public Session		David Forbes	1 m
H. General Public Comments		David Forbes	5 m
II. Consent Agenda			7:07 PM

A. Draft Meeting Minutes Approve Minutes David Forbes

Minutes from the September 29 Board Meeting.

Approve minutes for Board Meeting on September 29, 2020

B. Check Register & Credit Card Statement FYI David Forbes

Review and approve the credit card statement for September purchases and Bank of Marin check register for September. These statements and registers show all purchases made using a credit card and vendors paid during the month of September.

C. Updated Board Policy: Campus Search and Seizure FYI David Forbes

D. Updated Updated Board Policy: Educational Records and Student Information FYI David Forbes

E. Updated Board Policy: Immunization FYI David Forbes

F. Updated Board Policy: Education for Homeless Children and Youth FYI David Forbes

G. ASES Memorandum of Understanding Between ASUD and The Academy of Alameda FYI David Forbes

The ASES (After-School Education and Safety) Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade (K-9). Funding is designed to: (1) maintain existing before and after school program funding; and (2) provide eligibility to all elementary and middle schools that submit quality applications throughout California.

Because of COVID-19, California has given schools significant flexibility in supporting students during the school day. We are using our ASES funds (only our middle school receives funding) this year to pay personnel to case manage small groups of targeted students and to provide support for student in our middle school distance learning hubs.

H. Vote on Consent Agenda Vote David Forbes 1 m

III. Board Communications **7:08 PM**

A. Board Member Reports Discuss David Forbes 10 m

B. Board Committee Reports FYI Ron Whittaker 10 m

The following committees will report out highlights from their recent committee meetings:

- Executive Director Support and Evaluation Committee
- Marketing and Fundraising Committee

C. Presentation On Distance Learning Hubs Discuss Miranda Thorman 20 m

Middle School Principal, Miranda Thorman, will present key elements of AoA's distance learning hub plan.

D. 2021/22 Enrollment Recruitment Plan Discuss Matt Huxley 20 m

E. Equity and Inclusion Design Group Meeting Report Out Discuss Matt Huxley 20 m

IV. Action Items **8:28 PM**

A. Executive Director Recommendation to Board On AoA's Reopening Plan Timeline Vote Matt Huxley 15 m

Executive Director, Matt Huxley, recommends to the Board of Directors that

We begin to phase in onsite learning (blended learning environment) for the following grades:

- **Kindergarten** to resume onsite learning in a **blended environment** on Tuesday, December 1.
- **1st grade** to resume onsite learning in a **blended learning environment** on January 7
- **2nd grade** to resume onsite learning in a **blended learning environment** on January 11

We continue in a distance learning environment for the following grades:

- **Grade 3-5** to continue in **distance learning only** environment through December 17. A recommendation will be made to the Board for grades 3-5 at the November 19 Board meeting regarding possible reopening plans after January 15.
- **Middle school students** would continue in **distance learning only** environment through December 18. A recommendation will be made to the Board for grades 6-8 at the November 19 Board meeting regarding possible reopening plans after January 15.

***Families who want their child/ren to remain in a distance learning only environment can make that decision throughout the 2020/21 school year.**

B. The Academy of Alameda Board of Directors Resolution in Support of Proposition 15	Vote	David Forbes	10 m
C. The Academy of Alameda Board of Directors Resolution Specific To the City of Alameda's Measure Z	Vote	David Forbes	10 m
D. The Academy of Alameda Board of Directors Resolution in Support of Proposition 16	Vote	David Forbes	10 m

V. Closing Items

9:13 PM

A. Review of Key November 19 Board Meeting Agenda Topics	Discuss	David Forbes	5 m
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Key Topics Include:

- Star Math and Reading Data
- ED Progress Towards Goals
- HUB Report
- Finance Committee Report
- Student Success Committee Report
- Marketing and Fundraising Report
 - Logo and Tagline
- Reopening Plan
- Audit
- Board Policy Updates

B. Adjourn Meeting	Vote	David Forbes	1 m
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Cover Sheet

Draft Meeting Minutes

Section: II. Consent Agenda
Item: A. Draft Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on September 29, 2020

DRAFT



THE ACADEMY OF ALAMEDA

The Academy of Alameda Charter School Board

Minutes

Board Meeting

Date and Time

Tuesday September 29, 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)

Directors Absent

W. Schaff

Guests Present

Helena Silva (remote), Leah Rubin (remote), M. Huxley (remote), M. Thorman (remote), Myleka Johnson (remote), S. Hottinger (remote), S. Ivery (remote), T. Ammar (remote)

I. Opening Items

A. 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 Tuesday Sep 29, 2020 @ 6:31 PM.

B. Zoom Meeting Agreements and Protocol

C. Record Board Member Attendance (Roll Call)

D. Public Comments

No Public Comments

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

II. Consent Agenda

A. Draft Meeting Minutes

B. Check Register & Credit Card Statement

C. Unaudited Actuals

D. Teacher Credentials: Certificated Assignment Authorization

E. Agreement to Extend the General, Fiscal and Operational MOU between AoA and AUSD

F. Vote on Consent Agenda

R. Whittaker made a motion to Vote on consent Agenda.

Q. Chu seconded the motion.

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

Roll Call

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

III. Board Communications

A. Board Member Reports

Board members thanked the staff for ongoing support for students and their families.

B. Elementary and Middle School Attendance and Engagement Presentation

L. Rubin presented on the Elementary School's efforts to promote strong attendance and engagement.

M. Thorman presented on the Middle School's efforts to promote strong attendance and engagement.

C. Board Committee Reports

C. Robie reported out on the Student Success Committee meeting on 9/22/20.

D. Fall, 2020/21 ES and MS Enrollment Report

M. Huxley presented the elementary and middle school enrollment data for the 2020/21 school year.

IV. Action Items

A. Executive Director Recommendation to Board On AoA's Reopening Plan Timeline

M. Huxley explained the AoA reopening plan/timeline for the 20-21 school year.

Executive Director, Matt Huxley, recommends to the Board of Directors that

- Elementary kindergarten students ro be phased in for onsite learning (half-days utilizing an AM/PM schedule) beginning Tuesday, November 30 and 1st grade students to begin on Monday, December 7 (most likely half days as well).
- Grades 2 through 5 would be phased in to a blended environment (Onsite and distance learning) beginning in January.
- Middle school students would continue to learn through our distance learning delivery model through December with a possible phase in to onsite learning beginning in January.
- Families who want their child to remain in a distance learning only environment can make that decision throughout the 2020/21 school year.

R. Whittaker made a motion to Table the Executive Director's recommendation to the Board On AoA's Reopening Plan timeline to the October 22 Board meeting.

A. Price seconded the motion.

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

Roll Call

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

B. Revised 2020/21 Budget

S. Ivery presented on the revised 2020/21 budget.

R. Whittaker made a motion to Approve the revised 20-21 budget.

R. Brown seconded the motion.

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

Roll Call

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

C. 20/21 Local Continuity and Attendance Plan (LCAP)

C. Robie made a motion to Approve 20/21 Local Continuity and Attendance Plan (LCAP).

R. Whittaker seconded the motion.

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

Roll Call

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

D. Closed Session: Gov't Code § 54957(b) Executive Director's 2020/21 Goals

After the Closed Session, the Board opened back up in Public Session. President David Forbes stated that no actions were taken in Closed Session

V. Closing Items

A. Review of Key October 22 Board Meeting Agenda 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 9:49 PM.

Respectfully Submitted,
D. Forbes

Cover Sheet

Check Register & Credit Card Statement

Section: II. Consent Agenda
Item: B. Check Register & Credit Card Statement
Purpose: FYI
Submitted by: Stacie Ivery
Related Material: 2020-09 September Check Register.pdf
2020-09 September Credit Card Statement.pdf

RECOMMENDATION:

Approval of the September Check Register and September Credit Card Statement



The Academy of Alameda Check Register

2020-21

September

Grand Total 487,130.23

Date	Check Number	Vendor	Description	Check Amount
9/1/2020		Amazon Capital Services	Classroom Supplies (4th Grade)	195.84
9/1/2020		Amazon Capital Services	Classroom Supplies (4th Grade)	122.50
9/2/2020		Alen	Air Purifiers (Deposit)	20,053.52
9/2/2020		Square	Monthly Admin Fee (September 2020)	35.00
9/3/2020	3932	Norma Sanchez Moreno	Final Check	596.11
9/4/2020	BP10807	Alameda County Office of Education	Admin Fee: STRS Reporting (19-20 Q4)	354.00
9/4/2020	BP10809	Amazon Capital Services	ES Classroom Start-Up Supplies	3,381.72
9/4/2020	BP10810	Zearn	ES Online Learning Platform	2,500.00
9/4/2020	BP10803	MakeMusic	Online Music Curriculum	1,490.00
9/4/2020	BP10808	Amazon Capital Services	MS Classroom Start-Up Supplies	866.99
9/4/2020	BP10799	UC Regents	Instructional Coaching (Principals & SPED Director)	11,150.00
9/4/2020	BP10806	Amazon Capital Services	Equity PD Books; Packing Tape for Boxes; Door Stoppers	258.43
9/4/2020		Amazon Capital Services	Canned Air; Plexi-glass & screens; Classroom Supplies	1,416.29
9/4/2020	BP10795	CDW Government	Student Chromebooks (250)	61,266.47
9/4/2020	BP10798	Communication Works (S Corp)	SPED Contractor: Speech Services (August 2020)	2,848.00
9/4/2020	BP10796	Young, Minney & Corr, LLP (YM&C) (1099-7)	Legal Services thru 08/31/20	1,238.00
9/4/2020	BP10797	Verizon	Hotspots (06/02/20 - 07/01/20)	1,599.30
9/4/2020	BP10811	Techabee	Quarterly Technology Services (Oct-Dec 2020); Sept 2020 Adj	9,100.00
9/4/2020	BP10805	Padlet	Padlet Backpack	1,499.00
9/4/2020	BP10804	Mr. Copy (MRC Smart Technology Solutions)	Contract Overage: (07/31/20 - 08/30/20)	0.82
9/4/2020	BP10802	HealthEquity	20-21 POP Plan Admin Fee	100.00
9/4/2020	BP10801	Celigo	CloudExtend for Excel	1,920.00
9/4/2020	BP10800	CDW Government	Google Chrome Management Console (350)	9,107.00
9/9/2020	BP10822	CDW Government	Portable Monitors (50)	7,311.32
9/9/2020	BP10815	Booksource	ES Classroom Libraries	1,313.24
9/9/2020	BP10813	Sonova	Hearing Aid System	948.62
9/9/2020	BP10823	Jostens Inc.	19-20 Yearbook (Final Payment)	311.52
9/9/2020	BP10818	Best Instrument Repair Co. (1099-7)	Instrument Repairs	1,186.40
9/9/2020	BP10821	Starline Supply Company	Custodial Supplies	1,588.74
9/9/2020	BP10814	Squar Milner LLP	Filing Tax Return	1,195.00
9/9/2020	BP10824	Renaissance Learning	20-21 Online Learning Platform & Integration Fee	23,144.90
9/9/2020	BP10819	Postmaster	Permit# 7026 Renewal (Marketing Mail)	240.00

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

2020-21

September

Grand Total 487,130.23

Date	Check Number	Vendor	Description	Check Amount
9/9/2020	BP10816	Mr. Copy (MRC Smart Technology Solutions)	360 App Fee	47.86
9/9/2020	BP10812	Janet Redondo	Bookkeeping Services (Aug 2020)	600.00
9/9/2020	BP10817	Girard, Edwards, Stevens & Tucker LLP	Legal fees thru 05/31/20 - 07/31/20	2,985.00
9/9/2020	BP10820	Cogent Solutions & Supplies	Custodial Supplies	2,297.11
9/10/2020	BP10833	AUSD Food Services	19-20 Negative Student Food Balances	5,712.64
9/10/2020	BP10838	Learning A-Z	Online Reading Curriculum Subscription	346.35
9/10/2020	BP10825	Alameda Unified School District	19-20 Oversight Fees (Q4); Utilities Fees (Q4); 19-20 P-1 Certification (Due to AUSD)	40,534.14
9/10/2020	BP10832	Woodwinds and Brass Company	VOID	0.00
9/10/2020	BP10829	Teaching.com	Online Tech Curriculum (Typing)	462.99
9/10/2020	BP10828	Office Depot Inc.	Monitor	154.64
9/10/2020	BP10837	Alameda Unified School District	19-20 Oversight Fees (Q4); Utilities Fees (Q4); 19-20 P-1 Certification (Due to AUSD)	75,400.29
9/10/2020	BP10836	Office Depot Inc.	Office Supplies; Ink	323.57
9/10/2020	BP10840	Kantors Office Furniture	Office Furniture (Social Distancing)	1,652.38
9/10/2020	BP10835	Henry C. Levy (Tax Collector)	Leased equipment taxes	24.73
9/10/2020	BP10834	Google Voice	Google Voice Line (Aug 2020)	10.59
9/10/2020	BP10827	Girard, Edwards, Stevens & Tucker LLP	Legal fees thru 08/31/20	1,512.50
9/10/2020	BP10839	Comtel Systems Technology Inc. (C Corp)	Phone system repairs	1,872.78
9/10/2020	BP10831	CharterSafe	20-21 Worker's Comp & Insurance (September)	11,187.00
9/10/2020	BP10830	Brand Marinade LLC (Need W-9)	AoA Staff Masks	126.21
9/10/2020	BP10826	BoardOnTrack, Inc.	20-21 Board Meeting Online Platform	7,995.00
9/11/2020		US Bank Equipment Finance	Lease payment (08/25/20 -09/25/20)	321.80
9/11/2020	BP10841	Teenhackz, LLC	PD: Raising Resilient Teens	500.00
9/11/2020	BP10842	Aeries Software	Aeries Scheduling Workshop (8/26/20)	750.00
9/11/2020		Equitable	Vision & Dental Insurance Premium - September 2020	5,341.47
9/11/2020	BP10844	The BusBank	Field Trip Transportation: Roberts Regional Rec Area (10/25/19)	3,247.00
9/11/2020	BP10843	Discovery Benefits, Inc.	32033: FSA Admin Fees	177.00
9/11/2020	BP10845	Alameda County Industries	Debris Bin	222.12
9/14/2020	VV414	Rachel Alapati	Final Check	228.75
9/18/2020	BP10857	Aeries Software	20-21 Aeries SIS	5,200.00
9/18/2020	BP10849	Booksource	ES Classroom Libraries	91.03
9/18/2020	BP10856	Planbook	Online lesson planbook subscription	22.00

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The Academy of Alameda Check Register

2020-21

September

Grand Total 487,130.23

Date	Check Number	Vendor	Description	Check Amount
9/18/2020	BP10855	Greenfield Learning Inc.	Reading Plus Assessments	6,980.00
9/18/2020	BP10854	Best Instrument Repair Co. (1099-7)	Instrument Repairs	279.00
9/18/2020	BP10848	JW Pepper & Son, Inc.	Music Supplies: Music Cabinet	2,379.38
9/18/2020	BP10847	Guided Readers, Inc.	Guided Readers	167.00
9/18/2020	BP10852	BulkBookStore	ELA Books	1,408.76
9/18/2020	BP10846	Office Depot Inc.	Computer monitor; COVID-19 Posters	181.16
9/18/2020	BP10851	Discovery Benefits, Inc.	Commuter & FSA Admin Fees	120.00
9/18/2020	BP10850	CharterSafe	20-21 Worker's Comp & Insurance (October); (November)	22,374.00
9/18/2020	BP10853	CDW Government	Staff Laptops (40)	34,155.72
9/18/2020	BP10858	Diablo Paper Shredding, LLC.	Paper Shredding Service	45.00
9/21/2020		Bank of Marin (Cardmember Service)	BoM CC Payment (August Purchases)	6,426.11
9/22/2020		California Choice	Health Insurance Premium - October 2020	44,255.81
9/29/2020	BP10861	Brand Marinade LLC (Need W-9)	AoA Staff Shirts	769.32
9/29/2020	BP10859	Youth Passageways	20-21 Ever Forward Club; PD	20,000.00
9/29/2020	BP10865	Teachers on Reserve (Corp)	Substitute Services (Week of 09/14/20 - 09/18/20); (Week of 09/07/20 - 09-11/20)	1,855.63
9/29/2020	BP10862	Open Up Resources	PD: Math Curriculum	349.02
9/29/2020	BP10863	Best Instrument Repair Co. (1099-7)	Instrument Repairs	578.00
9/29/2020	BP10860	Xerox Financial Services (CT#010-0082705-001)	CT#1: Lease payment (09/15/20 - 10/14/20)	445.34
9/29/2020	BP10866	PresenceLearning	Online SPED Assessment	3,200.00
9/29/2020	BP10864	Kajeet, Inc.	Mobile hotspots for students	960.18
9/30/2020	BP10873	Alameda County Industries	Debris Bin	1,220.40
9/30/2020	BP10872	Interpreters Unlimited (1099-7) (S Corp)	Translation Services	200.00
9/30/2020	BP10867	Verizon	Hotspots (07/02/20 - 08/01/20); (08/02/20 - 09/01/20)	760.20
9/30/2020	BP10868	Mr. Copy (MRC Smart Technology Solutions)	Contract Coverage: (08/07/20 - 09/06/20)	0.90
9/30/2020	BP10870	Department of Justice	Fingerprinting Fee	32.00
9/30/2020	BP10871	Mr. Copy (MRC Smart Technology Solutions)	Contract Coverage: (06/15/20 - 07/14/20); (07/15/20 - 08/14/20)	0.62
9/30/2020	VV415	Hottinger, Summer (ee)	Reimbursement: Staff Lunch & Office Furniture	301.00

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.



October 2020 Statement

Open Date: 09/02/2020 Closing Date: 10/02/2020



Visa® Community Card
ACADEMY OF ALAMEDA (CPN 001559617)

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

New Balance	\$31,577.47
Minimum Payment Due	\$316.00
Payment Due Date	10/28/2020

Activity Summary		
Previous Balance	+	\$6,426.11
Payments	-	\$6,426.11 ^{CR}
Other Credits		\$0.00
Purchases	+	\$31,577.47
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$31,577.47
Past Due		\$0.00
Minimum Payment Due		\$316.00
Credit Line		\$50,000.00
Available Credit		\$18,422.53
Days in Billing Period		31

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

No payment is required.

CPN 001559617

0047985100550558300000316000031577476



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 \$31,577.47 will be automatically deducted from your account on 10/20/20.

000009415 01 SP 000638595068034 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.



October 2020 Statement 09/02/2020 - 10/02/2020
 ACADEMY OF ALAMEDA (CPN 001559617)

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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 \$31577.47 will be automatically deducted from your bank account on 10/20/2020. 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	\$27000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
09/03	09/02	6742	ZOOM.US 888-799-9666 CA	\$284.97	_____	
09/03	09/02	6890	ADOBE *800-833-6687 800-833-6687 CA	\$104.93	_____	
09/08	09/04	0857	IPEVO INC 408-490-3085 CA	\$674.16	_____	
09/11	09/10	5550	AMZN Mktp US*MU9UN5KP2 Amzn.com/bill WA	\$12,179.31	_____	
09/15	09/14	7910	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$5,940.00	_____	
09/15	09/14	0907	YOUNG, MINNEY & CORR WWW.MYCHARTER CA	\$30.00	_____	
09/17	09/16	7404	IPEVO INC 408-490-3085 CA	\$1,114.74	_____	
09/17	09/16	6324	IPEVO INC 408-490-3085 CA	\$1,114.74	_____	
09/17	09/16	7320	IPEVO INC 408-490-3085 CA	\$674.16	_____	
09/21	09/18	1536	EVENT* FAGEN FRIEDMAN WWW.CVENT.COM VA	\$345.00	_____	
09/21	09/18	7252	Box, Inc. 877-7294269 CA	\$1,890.00	_____	
09/22	09/21	3240	PSYCHOLOGICAL ASSESME 8139683003 FL	\$231.00	_____	
09/30	09/29	8731	CALENDLY HTTPSCALENDLY GA	\$96.00	_____	
09/30	09/29	9387	BambooHR HRIS 866-3879595 UT	\$99.00	_____	
10/02	09/30	3026	H2O WATER COMPANY 510-3203988 CA	\$3.99	_____	
10/02	10/01	7454	COVID-19 BY KYLA.COM KYLA.COM CA	\$742.16	_____	
Total for Account				\$25,524.16		

Transactions		HOTTINGER, SUMMER			Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
09/08	09/08	0310	Audible*MU2AD4BO2 Amzn.com/bill NJ	\$14.95	_____	
09/11	09/10	7489	AMZN Mktp US*M43MV4CU1 Amzn.com/bill WA	\$1,637.66	_____	
09/23	09/21	0251	PODS #50 888-7767637 CA	\$217.43	_____	
Total for Account				\$1,870.04		

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 ACADEMY OF ALAMEDA (CPN 001559617)

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Cardmember Service ☎ 1-866-552-8855

Transactions		THORMAN, MIRANDA			Credit Limit	\$7500
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
09/02	08/26	4211	WWBW CC	8187358800 CA	\$584.12	_____
09/08	08/26	4217	WWBW CC	8187358800 CA	\$4.38	_____
09/25	09/24	6338	PEET'S EGIFT CARD	877-850-1977 ME	\$40.00	_____
Total for Account					\$628.50	

Transactions		DEARMEY, LEAH R			Credit Limit	\$5000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
09/08	09/04	9698	CALICOSPANISH.COM	HTTPSCALICOSP OR	\$279.00	_____
09/17	09/15	0833	DEVELOPMENTAL STUDIES	800-666-7270 CA	\$3,161.60	_____
09/24	09/23	3993	Audible*M48G88221	Amzn.com/bill NJ	\$21.99	_____
09/24	09/24	8694	ALAMEDA PIZZA	ALAMEDA CA	\$92.18	_____
Total for Account					\$3,554.77	

Transactions		BILLING ACCOUNT ACTIVITY			Amount	Notation
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Payments and Other Credits						
09/21	09/21	MTC	PAYMENT THANK YOU		\$6,426.11CR	_____
Total for Account					\$6,426.11CR	

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	\$31,577.47	\$0.00	YES	\$0.00	13.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Continued on Next Page



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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

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.

Cover Sheet

Updated Board Policy: Campus Search and Seizure

Section: II. Consent Agenda
Item: C. Updated Board Policy: Campus Search and Seizure
Purpose: FYI
Submitted by:
Related Material: 20-09-18 - Campus Search and Seizure Policy.pdf



The Academy of Alameda

A K-8 Public Charter School Organization

CAMPUS SEARCH & SEIZURE POLICY

Statement of Findings

The Academy of Alameda (“AoA”) recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Definitions

- “*Reasonable Suspicion*” means a sufficient probability that the search will reveal evidence the student has violated or is violating the law. Certainty is not required. Articulate facts must support a school official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.
- A “*violation of either the law or Charter School rules and regulations*” includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in Charter School rules or regulations.

Notice

Written notice of this Policy shall be provided to students and their parents and/or guardians at the start of each school year and/or upon enrollment during the school year. A summary of this Policy shall also be placed in the Student Handbook and other materials, as appropriate, to be disseminated by the Charter School to students, parents and/or guardians and Charter School employees.

Student Searches

A Charter School official (e.g., administrator, employee, teacher, school police officer, and/or employee), may conduct a reasonable search of a student's person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of Charter School rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The Charter School official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search.

The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or Charter School rules. Articulable facts must support a Charter School official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in Scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Required Conduct of Searches:

Additionally, any search of a student and/or of their personal effects shall be:

1. Conducted in the presence of at least one (1) other adult witness, whenever possible;
2. Conducted out of the presence of other students to maintain student confidentiality;
3. Conducted in a manner that does not involve:
 - a. Conducting a body cavity search of a student manually or with an instrument; or
 - b. Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.
4. Documented by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.

Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are considered Charter School property and remain at all times under the control of Charter School. Periodic general inspections of instructional space and other areas of the school may be conducted by Charter School officials for any reason at any time without notice.

Lockers

Student lockers, including P.E. lockers, are school property and remain at all times under the control of Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized Charter School personnel and/or law enforcement. Inspections of lockers may be conducted by Charter School personnel and/or law enforcement though the use of trained dogs as described above.

Seizure of Illegal, Unauthorized, or Contraband Materials

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

Discipline

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials, AoA may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Video Surveillance and Other Recording Devices

AoA may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

AoA shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's

education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

AoA shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

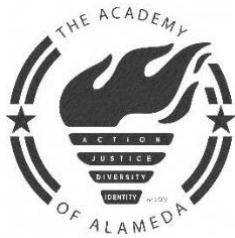
Adopted: [INSERT DATE], 2020

Updated: [INSERT DATE]

Cover Sheet

Updated Updated Board Policy: Educational Records and Student Information

Section: II. Consent Agenda
Item: D. Updated Updated Board Policy: Educational Records and Student Information
Purpose: FYI
Submitted by:
Related Material: 20-09-18 - Educational Records and Student Information Policy.pdf



The Academy of Alameda

A K-8 Public Charter School Organization

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

The Board of Directors of The Academy of Alameda (“AoA”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by AoA.

Definitions

- *“Education Record”*: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by AoA or by a party acting for AoA. Such information includes, but is not limited to:
 1. Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
 2. Grades, test scores, courses taken, academic specializations and school activities;
 3. Special education records;
 4. Disciplinary records;
 5. Medical and health records;
 6. Attendance records and records of past schools attended; and/or
 7. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records maintained by a law enforcement unit of AoA that were created by that law enforcement unit for the purpose of law enforcement;

3. In the case of a person who is employed by AoA but not in attendance at AoA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
 4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at AoA;
 5. Records that only contain information about an individual after the individual is no longer a student at AoA; or
 6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- "*Personally Identifiable Information*": Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who AoA reasonably believes knows the identity of the student to whom the education record relates.
 - "*Directory Information*": Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by AoA pursuant to the FERPA (20 U.S.C. § 1232g). AoA has designated the following information as directory information:
 1. Student's name
 2. Student's address
 3. Parent/guardian's address
 4. Telephone listing
 5. Student's electronic mail address
 6. Parent/guardian's electronic mail address
 7. Photograph
 8. Date and place of birth
 9. Dates of attendance
 10. Grade level

11. Participation in officially recognized activities and sports
 12. Degrees, honors, and awards received
 13. The most recent educational agency or institution attended
 14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- “*Parent*”: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
 - “*Eligible Student*”: Eligible student means a student who has reached eighteen (18) years of age.
 - “*School Official*”: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of AoA. A school official also may include a volunteer for AoA or an independent contractor of AoA or other party who performs an institutional service or function for which AoA would otherwise use its own employees and who is under the direct control of AoA with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
 - “*Legitimate Educational Interest*”: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;

4. File with the U.S. Department of Education a complaint concerning alleged failures by AoA to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that AoA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that AoA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, AoA shall comply with the request.

1. Copies of Education Records

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. AoA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. AoA's response will be in writing and if the request for amendment is denied, AoA will

set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

3. Hearing to Challenge Education Record

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, AoA's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it

shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of AoA, or both. If AoA places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure Of Education Records And Directory Information

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and AoA shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

AoA will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. AoA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, AoA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that AoA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, AoA will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. AoA will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, AoA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for AoA in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by AoA for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by AoA; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by AoA with respect to that alleged crime or offense. AoA may disclose the final results of the disciplinary proceeding, regardless of whether AoA concluded a violation was committed.

Record Keeping Requirements

AoA will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the

information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of AoA in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of AoA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, AoA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, AoA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of AoA, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the AoA premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-5920

Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

- “*Mandatory Permanent Student Records*”: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 1. Legal name of student

2. Date of birth
3. Method of verification of birth date
4. Sex of student
5. Place of birth
6. Name and address of parent of minor student
7. Address of minor student if different than above
8. An annual verification of the name and address of the parent and the residence of the student
9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
11. Verification of or exemption from required immunizations
12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *“Mandatory Interim Student Records”*: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
 2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
 3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
 4. Language training records
 5. Progress slips and/or notices
 6. Parental restrictions regarding access to directory information or related stipulations.
 7. Parental or adult student rejoinders to challenged records and to disciplinary action
 8. Parental authorizations or prohibitions of student participation in specific programs
 9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *“Permitted Student Records”*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
 1. Objective counselor and/or teacher ratings
 2. Standardized test results older than three years
 3. Routine discipline data
 4. Verified reports of relevant behavioral patterns
 5. All disciplinary notices
 6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

Adopted:10/22/2020

Updated: 9/18/20

Cover Sheet

Updated Board Policy:Immunization

Section: II. Consent Agenda
Item: E. Updated Board Policy:Immunization
Purpose: FYI
Submitted by:
Related Material: 20-10-02 - Immunization Policy.pdf



The Academy of Alameda

A K-8 Public Charter School Organization

IMMUNIZATION POLICY

The Academy of Alameda (“AoA” or the “Charter School”) will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

Required Immunizations, Records and Reports

California law requires that an immunization record be presented to AoA staff before a child can be unconditionally enrolled in school. AoA requires written verification from a doctor or immunization clinic of the following immunizations:

Entering students who are not exempt will need the following immunization requirements:

Child’s Grade	Immunization	Dosage
Entering Kindergarten ¹	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
Entering 7 th	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose

¹ **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

Grade ²	Varicella	Two (2) Doses
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Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with AoA's Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to AoA with the California Department of Public Health, on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention ("CDC") to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

Charter School shall immediately admit a foster child, as defined in Education Code § 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child's immunization records are not available or are missing. However, this does not alter AoA's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, AoA will notify the student's parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by the School. If the student does not provide documentation of having received all required immunizations within the time period designated by the School, AoA shall exclude this student from attendance. The student shall remain excluded from Charter School until the student is fully immunized as required by law. The student shall also be reported to the School Registrar.

The Executive Director, or designee, may arrange for a licensed physician or a qualified registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

Conditional Admittance

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director or

² **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, chickenpox/varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2) doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).

designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses. The Executive Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted an exemption. If a student conditionally admitted fails to fulfill the conditions of admission, AoA will prohibit the student from further attendance until that student has been fully immunized as required by law.

Documentary Proof

The Executive Director, or designee, shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the California Department of Public Health.

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370.
 - a. Commencing January 1, 2021, the California Department of Public Health standardized medical exemption form shall be the only documentation of a medical exemption that the School shall accept.
 - b. On and after July 1, 2021, the School shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a California Department of Public Health standardized medical exemption form as required by law.
 - c. Medical exemptions issued before January 1, 2020 will continue to remain valid until the child enrolls in the next grade span, defined below.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
 - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the AoA, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span pursuant to Health and Safety Code Section 120335(g).
 - a. "Grade span" means each of the following:
 - i. Birth to Preschool.
 - ii. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.

iii. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the School until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

Adopted: 10/22/2020

Updated: 10/16/2020

Cover Sheet

Updated Board Policy: Education for Homeless Children and Youth

Section: II. Consent Agenda
Item: F. Updated Board Policy: Education for Homeless Children and Youth
Purpose: FYI
Submitted by:
Related Material: 20-10-02 - Education for Homeless Children and Youth Policy (1).pdf



The Academy of Alameda

A K-8 Public Charter School Organization

EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

The Academy of Alameda (“AoA” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “*homeless children and youth*” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Executive Director designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Middle School Counselor
401 Pacific Ave

Alameda, CA 94501
(510) 748-4017

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at AoA.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by AoA, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, AoA charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

Enrollment

AoA shall immediately admit/enroll the student for which the Charter School is a School of Origin. “School of Origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

AoA shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School’s capacity and pursuant to the procedures stated in the AoA charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student’s school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School’s capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in AoA such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

Professional Development

All administrators, teachers and employees of AoA will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

Adopted: 10/22/2020

Updated: 10/16/2020

Cover Sheet

ASES Memorandum of Understanding Between ASUD and The Academy of Alameda

Section: II. Consent Agenda
Item: G. ASES Memorandum of Understanding Between ASUD and The Academy of Alameda
Purpose: FYI
Submitted by:
Related Material: 20-21 AUSD-AAMS ASES MOU .docx (1).pdf

**Memorandum of Understanding
Between Alameda Unified School District and Academy of Alameda Middle School
Elementary/Middle School ASES Funded Program
2020-2021**

This memorandum of understanding (MOU) is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and Academy of Alameda (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Academy of Alameda Middle School during the critical after school hours. The intended outcomes are enhanced literacy opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.

2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated schools. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.

3. Terms. The terms of this MOU shall commence July 1, 2020 and extend through June 30, 2021.

4. Termination Clause. The DISTRICT may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT to secure required services from another contractor exceeds the cost of providing the services pursuant to this MOU, CONTRACTOR shall pay the additional cost.

4.1 Force Majeure. The Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

5. Compensation. CONTRACTOR shall be entitled to compensation from the ASES grant award for the Academy of Alameda Middle School, \$76,276.15 to serve students for three hours a day based on the needs of the school during the school year (Vendor received an extension to the previous school years' MOU for July 1, 2020 to October 31, 2020 for \$38,138.07 to give principals time to identify needs during the COVID19 Pandemic) Total compensation for the year \$114,414.22. Any modifications to the amount of compensation must be approved by the DISTRICT, the CONTRACTOR and the California Department of Education. Except as

expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. The granting of any payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

- 5.1. Contractor Administrative Fees. CONTRACTOR must expend the total contract amount on program costs and may expend 5% of the contract amount on administrative costs.

6. Program Roles and Responsibilities

DISTRICT:

- 6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
- 6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
- 6.3. Provide space for the program to operate.
- 6.4. Assist in recruitment of program staff.
- 6.5. Help train program staff and volunteers on district procedures.
- 6.6. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff training being conducted regionally.

CONTRACTOR:

During the Pandemic: **Contractor is responsible to ensure agency adherence to District, city, state or federal guidelines regarding the COVID-19 pandemic Expectations During Flexible/Distance Learning (in consultation with site principal)**

1- School Supports; Team has a caseload of students they support with tutoring, SEL, well-being check ins, connecting family with services in the community, advocacy for students identified by COST team, etc. Supports for the whole family - may include social hours to check in with families weekly (office hours) and with students (office hours)

2- Enrichment Supports; Team provides coordinate enrichment activities online for asynchronous learning times and preferably activities that build in grade level academic tutoring, student voice, creativity, self expression, leadership

3- Document activities, like attendance on the City Span attendance website and for internal records. Have regular check-ins with the Principal to adjust as needed.

Return to in person supports at school sites

Expectations For Back to School In Person Supports

- Continue case management of targeted students to provide tutoring and enrichment activities
- Offer after-school and during lunch enrichment opportunities to identified students

1- Contractor is responsible to ensure agency adherence to District, city, state or federal guidelines regarding the COVID-19 pandemic.

2- CONTRACTOR may use ASES funds to cover Personal Protective Equipment as required by District, city, state or federal guidelines

- 6.7. Provide a comprehensive after school program that includes an educational and

- literacy element and an educational enrichment element that is aligned with CDE educational Standards. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. Pupils in middle school must attend a minimum of nine hours a week and three days a week. CONTRACTOR will give priority to pupils who can attend the program every day over pupils who cannot attend every regular school day. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day.
- 6.8. Provide a daily academic component that provides homework assistance.
 - 6.9. CONTRACTOR will use the enrollment packet included as Exhibit A. CONTRACTOR will seek approval from DISTRICT's Grant Programs Coordinator for any modifications to the enrollment packet, in advance of distribution.
 - 6.10. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after school program.
 - 6.11. Provide a daily nutritious snack for attending students. CONTRACTOR must require that each At-Risk/After School Program Site Coordinator complete a daily attendance and meal count in Google Docs (provided by Food Services Staff) by 7:00 pm of each working day. Leftover meals are to be properly stored and to be used first the following day. On Friday all leftover meals are to be discarded. Every Wednesday, meal counts/orders for the following week are due by 7:00pm to James Assia/Food Services Coordinator. To increase or decrease the site's food order, site coordinator must let AUSD/Food Services know immediately since meals can only be changed for two days out (Monday for Wednesday, Tuesday for Thursday and Wednesday for Friday). If meals are over ordered by 3% or more at any site, resulting in the meals being discarded (thrown out) or unused, then CONTRACTOR will review the process with AUSD Food Services to determine appropriate steps to counter waste and promote efficiency.
 - 6.12. Provide a physical activity element.
 - 6.13. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.
 - 6.14. Work closely with the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program, CONTRACTOR may be compensated at a reduced rate of \$6.38 per day per student. In such instances, adjustments may be made to the final invoice from CONTRACTOR.
 - 6.15. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.
 - 6.16. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development on a timely and consistent manner to the DISTRICT.
 - 6.17. Provide a site coordinator and sufficient site based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio.
 - 6.18. Develop and submit to the DISTRICT a written program plan following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality <https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf> and the Physical

activity guidelines: <https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf>

- 6.19. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT.

7. Field Trip Policy. CONTRACTOR will provide the Grant Programs Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester (Exhibit B). CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

- 7.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 7.1.1. a full description of the trip and scheduled activities
 - 7.1.2. student/adult participant health information
 - 7.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 7.2. After school program staff or subcontractors leading trip must have a written list of students attending trip.
- 7.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 7.4. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 7.5. Supervision
 - 7.5.1. CONTRACTOR Executive Director must review and approve supervision plan.
 - 7.5.2. Trip as structured is appropriate to age, grade level and course of study.
 - 7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed

- group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 7.5.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
 - 7.5.5. Adult to student ratio is at least 1:10 or lower if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
 - 7.5.6. Safety requirements have been met (e.g.: current First Aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 7.6. Transportation Requirements: The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 7.7. CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
 - 7.8. Vendor is licensed to provide all proposed activities.
 - 7.9. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 7.9.1. Parents/guardians must be informed that there is no District insurance for the trip;

- 7.9.2 Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.
- 7.10. Additional Requirements for High Risk, Overnight, Out of State Trips.
- 7.10.1. Definition of High Risk Activities
- 7.10.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during CONTRACTOR sponsored after school program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
- Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs. short nature “walks”
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)
 - Other activities determined by the DISTRICT to have a high risk to student safety
- 7.10.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or CONTRACTOR.
- 7.10.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 7.10.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 7.10.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the

past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.

- 7.10.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 7.10.5. Sleeping arrangements and night supervision are safe and appropriate.
- 7.10.6. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program
- 7.11. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 7.11.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
 - 7.11.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.
 - 7.11.3. Swimming Activities
 - 7.11.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
 - 7.11.3.2. Swimming facilities, including backyard pools, must be inspected by the CONTRACTOR Executive Director and after school program staff before the trip is scheduled.
 - 7.11.3.3. Owners of private pools must provide a certificate of insurance, designating the DISTRICT and CONTRACTOR as an additional insured, for not less than **\$2,000,000** in liability coverage.
 - 7.11.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the CONTRACTOR Executive Director shall ensure their presence. The CONTRACTOR Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
 - 7.11.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grade 6, this ratio shall be at least one to eight.
 - 7.11.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
 - 7.11.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

- 7.11.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 7.11.3.9. The DISTRICT may require students to wear flotation devices, depending upon their age and swimming ability.
- 7.11.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2020-2021. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.
- 8.2. Disputes. CONTRACTOR shall make all records related to ASES available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

9. Invoicing.

- 9.1. Billing Structure. CONTRACTOR may divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU, and bill monthly for that portion of the period covered by the MOU. Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.
- 9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.
- 9.3. Invoice Requirements. CONTRACTOR will submit invoices with evidence of the following staff qualifications for each CONTRACTOR employee and CONTRACTOR agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice (CDOJ) fingerprint clearance, and Instructional Aide requirement. (Exhibit C)
- 9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. The DISTRICT shall pay CONTRACTOR as invoiced for appropriately documented expenses related to the ASES grant, with a cumulative total for 2020-2021 not to exceed **\$114,414.22** in accordance with this MOU.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion

or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities.

11. Changes.

- 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by AUSD prior to CONTRACTOR's implementation of such changes.
- 11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2020-2021 fiscal year to reflect additional changes resulting from such legislation.
- 11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.

- 12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide DISTRICT with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:
 - 12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
 - 12.2.2. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
 - 12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

- 12.3. Removal of Staff. In the event that the DISTRICT, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from a DISTRICT school site and, or property, CONTRACTOR shall immediately upon receiving notice from the DISTRICT of such desire, cause the removal of such person or persons.
- 12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.
- 12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 12.6. Anti-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

13. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorneys fees arising out of or resulting from the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

14. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

- 14.1. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 14.2. WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- 14.3. PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal

Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

15. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The Agreement shall be performed in Alameda, California and is governed by the laws of the State of California.

16. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

17. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

ATTACHMENTS:

Exhibit A: Enrollment Packet

Exhibit B: Schedule of Anticipated Field Trips, Off Site Events and Off Site Activities

Exhibit C: Invoicing and Staff Qualifications Form

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

ALAMEDA UNIFIED SCHOOL DISTRICT

ACADEMY OF ALAMEDA MIDDLE SCHOOL

President, Board of Education Date

Executive Director Date

Secretary, Board of Education Date

Print Name Date

Approved as to form:

AUSD General Counsel Date

Cover Sheet

Presentation On Distance Learning Hubs

Section: III. Board Communications
Item: C. Presentation On Distance Learning Hubs
Purpose: Discuss
Submitted by:
Related Material: Distance Learning Hubs Board Presentation.pdf

Distance Learning Hubs

AoA Middle School

Key Equity-Centered Objectives

- Allocate resources to students who are experiencing the most challenges in remote learning
- Provide both organization and academic support
- Monitor ongoing attendance and performance and report to community
- Evaluate use of distance learning hubs to increase students academic wellbeing and school connectedness
- Create relationship with students' families

Logistics

- 2 hubs with up to 14 students and 2 “learning hub support staff” per hub
- Students attend Mon, Tue, Thur, Fri from 8-3:30
- Breakfast and Lunch provided by AUSD Food services
- COVID protocols in place
- Hubs located in Gym and 106
- Students will be provided with noise cancelling headphones and school laptops

Student Identification Process

- Students selected based on 1 or more of the following reasons:
 - IEP
 - Attendance
 - Work completion issues
 - Lack of support at home
 - Parent/teacher/COST team-referral
- [Letters](#) sent in English and home language via mail and email

Staffing

- Dean of Students John Quinn will supervise hub support staff and provide behavioral support
- Counseling support 1 day/week with Counselor Destiny Smith
- 1 current employee and 3 new employees (to be hired)
- Instructional Coach Carlos Velasquez and John Quinn will lead 2 half-days of training for hub staff
- RJ Coordinator Rhiannon Landesberg to provide subbing support
- Miranda on campus to help supervise
- Funding through ASES Grant

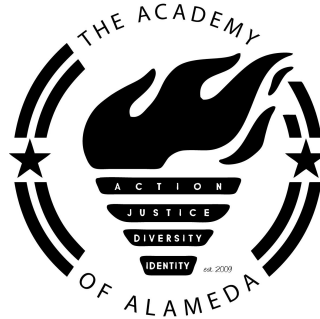
Timeline

- Letters sent Monday 10.12
- Request for response by Monday 10.19
- Follow up phone calls starting Friday 10.16
- Parent/Guardian information session prior to opening
- Goal to open Monday 10/26 (more likely 11.2)

Cover Sheet

2021/22 Enrollment Recruitment Plan

Section: III. Board Communications
Item: D. 2021/22 Enrollment Recruitment Plan
Purpose: Discuss
Submitted by:
Related Material: AoA Enrollment Recruitment Strategies Presentation 10.22.20.pdf



Enrollment Recruitment Strategy Presentation to AoA's Board

Fall, 2020/21

The Academy of Alameda
AoA Public Schools

Enrollment Areas of Strength and Growth Areas

Strengths

- Low mobility: We have retained families who have enrolled at AoA (strong messaging about our program)
- Enrollment at the ES has been strong since its inception
- Feedback on our presentations has been generally very favorable
- We have continued to enroll a diverse student body
- Strong communication from the application through enrollment process
- High percentage of 5th grade students enrolled into the 6th grade (45/50)

Areas to Improve this Year

- Increase incoming 6th grade enrollment (and current 6th grade enrollment)
- Increase in-district enrollment
- Complete enrollment process by May 1 (Verified Enrollment)
- Increase Kindergarten applications
- Continue to communicate to and “excite” families through the 1st day of school
- Improve social media recruitment efforts
- Utilize current families more effectively
- Track how families heard about us and reputation in the community

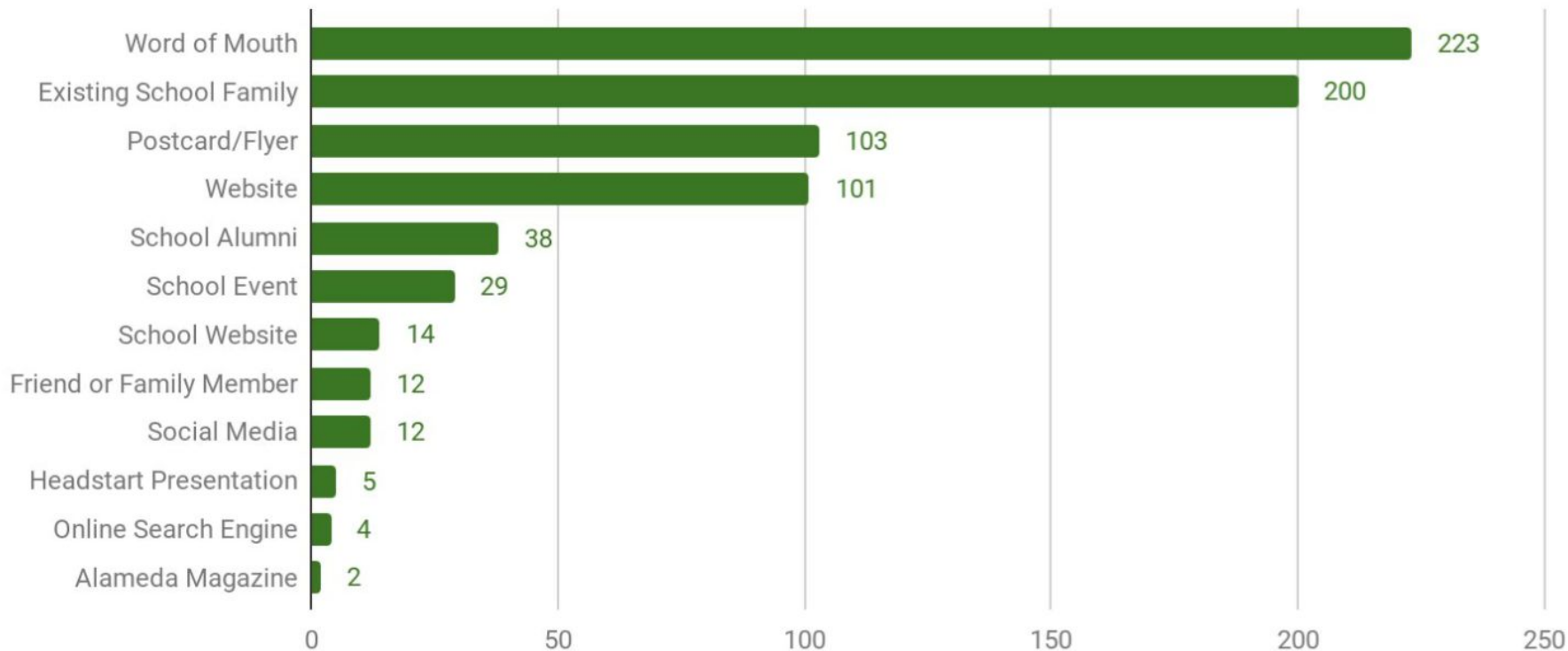


Enrollment Targets/Applications: For 2021/21

Grade	Current Enrollment	Enrollment Goal: 2021/22	Applications by April 1
K	47	48	105
1st	47	48	20
2nd	52	48	20
3rd	51	50	20
4th	51	50	20
5th	56	50	20
6th	129	140	220
7th	143	145	25
8th	166	150	20



2018-19 Source Information for Incoming Families



Recruitment Events/Strategies

ELEMENTARY SCHOOL

Information Events

- December 5th
- Thursday, January 23rd
- Tuesday, February 11th

Meet the Principal (Smaller, intimate sessions)

- 11.10
- 12.8
- 1.5
- 1.19
- 2.2
- 2.16

MIDDLE SCHOOL

Information Events

- November 17
- December 12
- January 19

Meet the Principal (Smaller, intimate sessions)

- 1/20
- 12.1
- 12.15
- 1.12
- 1.26
- 2.9
- 2.23



Recruitment Events/Strategies (Cont.)

Utilize All Current Families

- Provide messaging tips
- How to drive potential families to events, AoA website
- Social media - Provide families ways to leverage their own social media to support us
- Incentivize Referrals (Lottery with prizes for referring families to apply)

Targeted Families

- Families hold information events for possible incoming families
- Invite families to speak at enrollment events



Recruitment Events/Strategies (Cont.)

SOCIAL MEDIA

- Increasing and improving your social media will give you a big bang for your buck in reaching more families and continuing to attract a diverse population.
- Prioritize Facebook over other platforms.
- Focus on reconfiguring AoA's Facebook & Instagram presence to optimize it for external marketing efforts.
- Commit to maintaining a consistent, active social media presence aligned to your key messages, with a mix of highlights/fun announcements, sharing other people's content, and direct calls to action.

VIDEO - Create enrollment videos for both schools



Enrollment Presentations to The Board

AoA' Board of Directors will be updated monthly beginning in November:

- Total applications for each grade (compared to goal)
- In-District/Out-of-District
- Applicant demographics
- Enrollment strategy data (How families heard about us)



QUESTIONS



Cover Sheet

The Academy of Alameda Board of Directors Resolution in Support of Proposition 15

Section: IV. Action Items
Item: B. The Academy of Alameda Board of Directors Resolution in Support of
Proposition 15
Purpose: Vote
Submitted by:
Related Material: AoA Board Resolution_Prop. 15.pdf

The Academy of Alameda Board of Directors
Resolution in Support of Proposition 15
Resolution # 10.22.20.1

CONCERNING PUBLIC SCHOOL FUNDING IN THE STATE OF CALIFORNIA

WHEREAS, The Academy of Alameda operates The Academy of Alameda Charter Elementary & Middle Schools (collectively “The Academy”); and

WHEREAS, California charter schools are free public schools open to enrollment by all California resident students; and

WHEREAS, The Academy receives the majority of its operational funding from agencies of the State of California; and

WHEREAS, California public school students have historically endured state per pupil spending levels that are below the national average; and

WHEREAS, the economic impact of the Covid-19 pandemic continues to have a negative effect on California’s state budget; and

WHEREAS, the timeline to recover from the Covid-19 pandemic is currently open ended; and

WHEREAS, The Academy’s ongoing response to the Covid-19 pandemic has incurred myriad unforeseen operational expenses; and

WHEREAS, Proposition 15, *The California Schools and Local Communities Funding Act of 2020*, “increases funding sources for public schools, community colleges and local government services by changing tax assessment of commercial and industrial property” (California Official Voter Information Guide); and

WHEREAS, Tony Thurmond, California Superintendent of Public Instruction, has publicly endorsed Prop. 15;

NOW THEREFORE BE IT RESOLVED THAT THE Board of Directors of The Academy proclaims the following:

1. The Academy of Alameda supports the passage of Proposition 15, *The California Schools and Local Communities Funding Act of 2020*, in the upcoming Nov. 3, 2020 general election.

PASSED AND ADOPTED by the Board of Directors of The Academy on this 22nd day of October, 2020.

AYES:
NOES:
ABSTAIN:
ABSENT:

The Academy of Alameda Board President

David Forbes

Cover Sheet

The Academy of Alameda Board of Directors Resolution Specific To the City of Alameda's Measure Z

Section: IV. Action Items
Item: C. The Academy of Alameda Board of Directors Resolution Specific To
the City of Alameda's Measure Z
Purpose: Vote
Submitted by:
Related Material: AoA Board Resolution_Measure Z.pdf

The Academy of Alameda Board of Directors
Resolution Towards Measure Z
Resolution # 10.22.20.2

CONCERNING POSSIBLE CHANGES TO THE CHARTER OF THE CITY OF ALAMEDA

WHEREAS, The Academy of Alameda operates The Academy of Alameda Charter Elementary & Middle Schools (collectively “The Academy”) within the City of Alameda; and

WHEREAS, California charter schools are free public schools open to enrollment by all California resident students; and

WHEREAS, the student body of The Academy has historically and consistently been ranked among the most diverse in the State of California; and

WHEREAS, The Academy values and draws strength from the diversity of its school community; and

WHEREAS, the diversity of The Academy community includes a rich spectrum of families of varying backgrounds and economic means; and

WHEREAS, the availability of affordable housing within Alameda has strong effects on the diversity of Alameda’s population; and

WHEREAS, Alameda Measure Z, *Shall the measure amending the City Charter to repeal the prohibition against the building of multi-family housing in Alameda and amending the City Charter and the General Plan to repeal the citywide density limitation of one housing unit per 2,000 square feet of land be adopted*, has the potential to affect the availability of rental housing and the diverse character of neighborhoods in Alameda.;

NOW THEREFORE BE IT RESOLVED THAT THE Board of Directors of The Academy proclaims the following:

1. The Academy of Alameda strongly encourages AoA families to inform themselves about the potential impact of Measure Z, to discuss those impacts with their students and to practice good citizenship by voting in the upcoming Nov. 3, 2020 general election.

PASSED AND ADOPTED by the Board of Directors of The Academy on this 22nd day of October, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

The Academy of Alameda Board President
David Forbes

Cover Sheet

The Academy of Alameda Board of Directors Resolution in Support of Proposition 16

Section: IV. Action Items
Item: D. The Academy of Alameda Board of Directors Resolution in Support of Proposition 16
Purpose: Vote
Submitted by:
Related Material: AoA Board Resolution_Prop. 16.pdf

The Academy of Alameda Board of Directors
Resolution in Support of Proposition 16
Resolution # 10.22.20.3

CONCERNING THE INCLUSION OF DIVERSITY CONSIDERATIONS IN
PUBLIC SCHOOL EMPLOYMENT

WHEREAS, The Academy of Alameda operates The Academy of Alameda Charter Elementary & Middle Schools (collectively “The Academy”); and

WHEREAS, California charter schools are free public schools open to enrollment by all California resident students; and

WHEREAS, the student body of The Academy has historically and consistently been ranked among the most diverse in the State of California; and

WHEREAS, The Academy values and draws strength from the diversity of its school community; and

WHEREAS, The Academy acknowledges that a faculty that reflects the diversity of its students can provide strong roles models that positively impact student outcomes; and

WHEREAS, Proposition 209 amended the California Constitution to remove Affirmative Action and generally prohibit considerations of race, sex, color, ethnicity or national origin in the operations of public government and education; and

WHEREAS, Proposition 16, *Repeal Proposition 209 Affirmative Action Amendment*, would allow AoA leadership to explicitly include diversity considerations in hiring decisions without undermining federal and state protections against unlawful discrimination;

NOW THEREFORE BE IT RESOLVED THAT THE Board of Directors of The Academy proclaims the following:

1. The Academy of Alameda supports the passage of Proposition 16, *Repeal Proposition 209 Affirmative Action Amendment*, in the upcoming Nov. 3, 2020 general election.

PASSED AND ADOPTED by the Board of Directors of The Academy on this 22nd day of October, 2020.

AYES:
NOES:
ABSTAIN:
ABSENT:

The Academy of Alameda Board President
David Forbes