



The Academy of Alameda Charter School Board

Board Meeting

Date and Time

Thursday August 29, 2024 at 6:30 PM PDT

Location

The Academy of Alameda
401 Pacific Ave
Alameda, CA 94501
Room 203

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
A. Call the Meeting to Order	Discuss	William Schaff	1 m
B. Record Attendance		Damaris Espinosa	2 m
II. Open Session			6:33 PM
A. Public Comment	FYI	William Schaff	5 m
Public comment on any item not listed on the agenda. Allotted time for comments is two (2) minutes per speaker.			
III. Consent Agenda			6:38 PM

	Purpose	Presenter	Time
A. Approve Draft Meeting Minutes	Approve Minutes	William Schaff	2 m
Approve minutes for Board Meeting on June 13, 2024			
B. Approve Board Retreat Meeting Minutes	Approve Minutes	William Schaff	1 m
Approve minutes for AoA Board Retreat on August 4, 2024			
C. Check Registers	FYI	William Schaff	1 m
D. Credit Card Statements	FYI	William Schaff	1 m
E. Vote on Consent Agenda	Vote	William Schaff	1 m
IV. Board Communication			6:44 PM
A. Accelerated Math Program Presentation	Discuss	Christine Chilcott	30 m
Middle School Math Teacher, Jen Whatley, will give a presentation on the AMP (Accelerated Math Program) which started in the 2023-24 school year as a way to accelerate interested sixth, seventh, and eighth grade students by up to one grade level. She will discuss how she created the program, how it works, who it has impacted, and its sustainability.			
B. Board Local Authorization Credentials: Resolution #829241	Vote	William Schaff	5 m
Draft Motion: The Academy of Alameda Board of Director votes to approve resolution #829241 which approves the teachers listed in the resolution to hold their current assignments.			
This item is brought to the Governing Board as an action item seeking adoption of the attached Declaration of Need for Fully Qualified Educators. Upon approval of this Declaration by the California Commission on Teacher Credentialing (CCTC), the School will be permitted to hire teachers in limited assignments and under emergency permits to fill the following positions which are predicted as needed at this time: one (1) kindergarten teacher, three (3) elementary school teachers, four (4) math teachers, three (3) history teachers, two (2) English teachers, and two (2) science teachers. Notwithstanding, the School will hire emergency permit teachers only when qualified, capable, fully certified teachers are unavailable.			
WHEREAS , Academy of Alameda (“The School”) makes every effort to recruit fully prepared teachers; and			

Purpose

Presenter

Time

WHEREAS, when fully prepared teachers are not available, The School recruits candidates who qualify for an intern credential; and

WHEREAS, there are teachers who have not yet completed Provisional Internship Permits; and

WHEREAS, the Board of Directors recognizes that there are an insufficient number of certificated persons who meet the School's specific employment criteria; and

WHEREAS, Title 5 Section 80026 requires that a Declaration of Need for Fully Qualified Educators and resolution by the Governing Board be submitted by an employing agency prior to the issuance of any emergency permit and/or limited assignments permit for the agenda in a given school year; and

WHEREAS, Title 5 Section 80026 specifies that said Declaration of Need for Fully Qualified Educators and resolution be adopted by the Governing Board of a Charter School in a regularly scheduled public meeting of the Board on an annual basis; and

WHEREAS, said revised Declaration of Need for Fully Qualified Educators shall not be adopted by the Board as part of a consent calendar; and

WHEREAS, all employees invest their time, energy and countless hours to provide all students with quality programs and services that support their individual needs and educational goals;

NOW, THEREFORE, BE IT RESOLVED that the Academy of Alameda Board of Directors hereby approves that this Declaration of Need for Fully Qualified Educators be submitted to the Commission on Teacher Credentialing for the 2024-2025 school year.

2024-25 Teachers:

- Jennifer Whatley: 6th and 8th Grade Math, Single Subject Local/Limited Assignment Permit
- Patty Devlin: 6th Grade Science, Single Subject Local/Limited Assignment Permit
- Celeste Ansley: 6th Grade History, Multiple Subject Local/Limited Assignment Permit

	Purpose	Presenter	Time
<ul style="list-style-type: none"> • Sheila Hewitt: 6th Grade English & History, Multiple Subject Local/Limited Assignment Permit • Kevin Jia: 7th Grade Math & Algebra, Single Subject Local/Limited Assignment Permit • Ally Fromson Ho: 7th Grade History, Multiple Subject Local/Limited Assignment Permit • Joana Dzib: 2nd Grade Teacher, Multiple Subject Provisional Internship Permit • Paola Carrillo Lopez- 5th Grade Teacher, Multiple Subject Provisional Internship Permit • NahJah Culberson - Kindergarten Teacher, Multiple Subject Provisional Internship Permit 			
<p>C. Vote on the General Complaint Policy</p> <p>The General Complaint Policy has been updated with minor changes.</p> <p>Draft Resolution: The Academy of Alameda Board of Directors votes to approve the revised General Complaint Policy as presented.</p>	Vote	William Schaff	5 m
<p>D. Vote on the Suspension and Expulsion Policy</p> <p>The Suspension and Expulsion Policy has been updated with minor changes.</p> <p>Draft Resolution: The Academy of Alameda Board of Directors votes to approve the revised Suspension and Expulsion Policy as presented.</p>	Vote	William Schaff	5 m
<p>E. Vote on the Suicide Prevention Policy</p> <p>The Suicide Policy has been updated with minor changes.</p> <p>Draft Resolution: The Academy of Alameda Board of Directors votes to approve the revised Suicide Prevention Policy as presented.</p>	Vote	William Schaff	5 m
<p>F. Vote on the Administration of Medication</p> <p>The Administration of Medication Policy has been updated with changes.</p> <p>Draft Resolution: The Academy of Alameda Board of Directors votes to approve the revised General Complaint Policy as presented.</p>	Vote	William Schaff	5 m
<p>G. Board Committee Reports</p> <p>Reports from the following committees:</p>	Discuss	William Schaff	15 m

- Finance Committee
- Student Success Committee
- Governance Committee

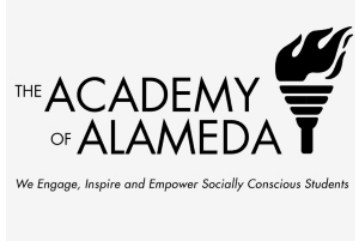
	Purpose	Presenter	Time
V. Closing Items			7:54 PM
A. Individual Board Member Reports	Discuss	William Schaff	5 m
B. Executive Director Report	FYI	Christine Chilcott	5 m
C. Upcoming Board Meetings	Discuss	William Schaff	2 m
September 26:			
Voting on Unaudited Actuals			
Financial Update			
Elementary and Middle School Academic Update			
24-25 Enrollment Update			
D. Adjourn Meeting		William Schaff	

Coversheet

Approve Draft Meeting Minutes

Section: III. Consent Agenda
Item: A. Approve Draft Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 13, 2024

DRAFT



The Academy of Alameda Charter School Board

Minutes

Board Meeting

Date and Time

Thursday June 13, 2024 at 6:30 PM

Directors Present

A. Price, C. Robie, D. Forbes, J. Laird, K. McCoy, T. Ruiz, W. Schaff

Directors Absent

J. Thompson, R. Rentschler

Guests Present

C. Chilcott, D. Espinosa, I. Castro Sanchez, J. Yang (remote), jennifer laird (remote)

I. Opening Items

A. Call the Meeting to Order

W. Schaff called a meeting of the board of directors of The Academy of Alameda Charter School Board to order on Thursday Jun 13, 2024 at 6:31 PM.

B. Record Attendance

II. Open Session

A. Public Comment

Parent Kristin Welch spoke about her graduating daughter being part of AoA's first kindergarten class and what a great experience AoA has been for their family.

III. Consent Agenda

A. Approve Draft Meeting Minutes

D. Forbes made a motion to approve the minutes from Board Meeting on 05-23-24.

A. Price seconded the motion.

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

Roll Call

K. McCoy Aye

C. Robie Aye

T. Ruiz Abstain

W. Schaff Aye

J. Thompson Absent

A. Price Aye

R. Rentschler Absent

D. Forbes Aye

D. Forbes made a motion to Approve the consent agenda.

A. Price seconded the motion.

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

Roll Call

C. Robie Aye

T. Ruiz Abstain

A. Price Aye

R. Rentschler Absent

W. Schaff Aye

K. McCoy Aye

J. Thompson Absent

D. Forbes Aye

B. Check Registers

C. Robie made a motion to Approve.

K. McCoy seconded the motion.

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

Roll Call

J. Thompson Absent

T. Ruiz Aye

A. Price Aye

W. Schaff Aye

C. Robie Aye

D. Forbes Abstain

R. Rentschler Absent

Roll Call

K. McCoy Aye

C. Credit Card Statements

C. Robie made a motion to Approve.

K. McCoy seconded the motion.

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

Roll Call

A. Price Aye

J. Thompson Absent

C. Robie Aye

D. Forbes Abstain

R. Rentschler Absent

W. Schaff Aye

T. Ruiz Aye

K. McCoy Aye

D. Application for Title Funds

C. Robie made a motion to Approve the title Funds for Title 1, Part A (Basic Grant), Title II Part A (Supporting Effective Instruction), Title III English Learner and Title IV (Student and School Support).

K. McCoy seconded the motion.

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

Roll Call

K. McCoy Aye

J. Thompson Absent

C. Robie Aye

W. Schaff Aye

T. Ruiz Aye

D. Forbes Abstain

R. Rentschler Absent

A. Price Aye

E. EPA Expenditures

C. Robie made a motion to Approve the estimated amount in AoA's 2024-2025's budget to be spent using the EPA funds.

K. McCoy seconded the motion.

Background: The Education Protection Account (EPA) was created in November 2012 by prop 30, the schools and local public safety protection act of 2012 and was implemented in 2013.

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

Roll Call

R. Rentschler Absent

Roll Call

J. Thompson Absent
W. Schaff Aye
K. McCoy Aye
T. Ruiz Aye
C. Robie Aye
D. Forbes Abstain
A. Price Aye

F. Prop 28 Annual Spending Plan

C. Robie made a motion to Approve AoA's annual spending plan for the Prop 28 funds which provides additional funding for arts education in California public schools.

K. McCoy seconded the motion.

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

Roll Call

K. McCoy Aye
J. Thompson Absent
T. Ruiz Aye
W. Schaff Aye
C. Robie Aye
R. Rentschler Absent
D. Forbes Abstain
A. Price Aye

G. AUSD 24-25 Food Services Contract

C. Robie made a motion to Approve the AUSD 2024-2025 Food Services Contract.

K. McCoy seconded the motion.

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

Roll Call

J. Thompson Absent
A. Price Aye
D. Forbes Abstain
K. McCoy Aye
T. Ruiz Aye
W. Schaff Aye
R. Rentschler Absent
C. Robie Aye

H. AUSD and AoA 24-25 General, Fiscal, and Operational MOU

C. Robie made a motion to Approve the AUSD and AoA 2024-2025 General, Fiscal and Operational MOU.

K. McCoy seconded the motion.

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

Roll Call

D. Forbes Abstain
W. Schaff Aye
K. McCoy Aye
C. Robie Aye
J. Thompson Absent
T. Ruiz Aye
A. Price Aye
R. Rentschler Absent

I. Vote on Consent Agenda

IV. Action Items

A. The following individuals were nominated to receive a 3-year term beginning July 1, 2024 through June 30, 2027:

Chair Schaff announced the nominees for a three year board term, July 1, 2024-June 30, 2027. Jennifer Laird was on the call and she asked if she would like to say a few words. She thanked the board for their consideration and shared that she and her children loved their experience when the previously attended AoA.

Treasurer Forbes asked what Macheo Payne knew about AoA, and Amy Price shared that he knew what was discussed in the interview and what was on the website, the school's values and in the draft profile.

A. Price made a motion to approve the slate for a 3 year term as presented for: Bill Schaff, Jennifer Laird and Macheo Payne.

C. Robie seconded the motion.

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

Roll Call

T. Ruiz Aye
R. Rentschler Absent
D. Forbes Aye
K. McCoy Aye
W. Schaff Aye
C. Robie Aye
A. Price Aye
J. Thompson Absent

B. Vote for a One Year Board Slate of Officers

T. Ruiz made a motion to approve the slate of officers for a one year term beginning on July 1 for the 2024-2025 school year for the following: Chair: Bill Schaff Vice Chair: Keith McCoy Secretary: Carole Robie Treasurer: David Forbes.

A. Price seconded the motion.

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

Roll Call

T. Ruiz Aye
W. Schaff Aye
D. Forbes Aye
C. Robie Aye
R. Rentschler Absent
J. Thompson Absent
A. Price Aye
K. McCoy Aye

C. Approve 24-25 Board Meeting Calendar

C. Robie made a motion to approve the 2024-2025 Board meeting calendar.

K. McCoy seconded the motion.

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

Roll Call

A. Price Aye
W. Schaff Aye
C. Robie Aye
R. Rentschler Absent
K. McCoy Aye
D. Forbes Aye
T. Ruiz Aye
J. Thompson Absent

D. Vote on the LCAP and Local Indicators

C. Chilcott gave a brief overview of the LCAP and Local Indicators. She shared that the teacher certification information on the LCAP is from 2020-21 because the state's system is not updated. D. Forbes asked why we would not update the information ourselves since we know the current data. C. Robie suggested in the future listing both data sets.

C. Robie also asked if the staff is doing the self assessment. C. Chilcott advised yes, the principals, staff and deans are all taking it. C. Robie asked when credentialing will change and C. Chilcott advised will investigate and get back to the board.

C. Robie made a motion to approve the LCAP and Local Indicators.

K. McCoy seconded the motion.

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

Roll Call

W. Schaff Aye
J. Thompson Absent
D. Forbes Aye
A. Price Aye
K. McCoy Aye
R. Rentschler Absent

Roll Call

T. Ruiz Aye
C. Robie Aye

E. Vote on the 2024-25 TK-8 Schoolwide Budget

Jean and Naomi from EdTec reviewed the 2024-25 budget. D. Forbes asked since for the following year the health and welfare amount went up a big amount, he asked how would that affect the budget. J. Yang advised about 80k is the difference if the amount for health for the employees, which was approved and the other 20k is what is normally spent.

D. Forbes made a motion to approve the 24-25 budget as presented.

K. McCoy seconded the motion.

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

Roll Call

D. Forbes Aye
T. Ruiz Aye
C. Robie Aye
K. McCoy Aye
R. Rentschler Absent
A. Price Aye
J. Thompson Absent
W. Schaff Aye

F. Approval of the Updated Title IX Policy

C. Chilcott reminded the board that the Title IX policy and the Harassment, Intimidation, Discrimination and Bullying Policy are now two separate policies, and will take affect August 1, 2024. She also let the board know that the school staff would be trained in the the new Title IX procedures during the August 2024 professional development.

C. Robie made a motion to approve the new Title IX policy as presented to take effect on August 1, 2024.

A. Price seconded the motion.

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

Roll Call

C. Robie Aye
J. Thompson Absent
D. Forbes Aye
A. Price Aye
R. Rentschler Absent
K. McCoy Aye

Roll Call

T. Ruiz Aye
W. Schaff Aye

G. Approval of the New Harassment, Intimidation, Discrimination and Bullying Policy

The Harassment, Intimidation, Discrimination and Bullying Policy was previously combined with Title IX but due to the complexities of the new Title IX policy they will be separated into 2 separate policies as of August 1,2024. Until then, the current policy will remain in place.

C. Robie made a motion to approve the new Harassment, Intimidation, Discrimination and Bullying policy as it is presented to take effect on August 1, 2024.

K. McCoy seconded the motion.

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

Roll Call

R. Rentschler Absent
A. Price Aye
T. Ruiz Aye
D. Forbes Aye
J. Thompson Absent
K. McCoy Aye
W. Schaff Aye
C. Robie Aye

H. Approve the Charter Renewal Petition

AoA is going for early charter renewal in the fall of 2024 although the current charter does not expire until June 30, 2026 since we have a supportive AUSD school board and we are in the high track for our state dashboard reporting, which gives AoA an automatic 5-7 year renewal and we are requesting the full 7 year term to go through June 30,2032. C. Chilcott shared that she would be speaking with Assistant Superintendent Zazo in AUSD soon about the upcoming charter renewal, and that there were still some information from AUSD that was needed before the petition was complete. The resolution Chair Schaff read and the board voted on gave ED Chilcott approval to make those edits and submit the petition when finalized.

C. Robie made a motion to approve the charter renewal petition.

A. Price seconded the motion.

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

Roll Call

A. Price Aye
W. Schaff Aye
C. Robie Aye
D. Forbes Aye
T. Ruiz Aye
K. McCoy Aye

Roll Call

R. Rentschler Absent

J. Thompson Absent

I. Vote on the Executive Director Compensation

C. Chilcott asked that this item be pulled from the agenda for further discussion. D. Forbes said a vote had to be taken on C. Chilcott's compensation by July 1 by law and per her contract. Other board member's asked for clarification. W. Schaff and D. Forbes explained that by law, in a year when a school leader's compensation is above the state's COLA (Cost of Living Adjustment), there must be a compensation study done and the board has to vote the the school leader's compensation in open session if it exceeds the COLA even if it is part of an established contract. C. Chilcott has an established contract is is finishing year one of a three year contract.

D. Forbes suggested, which C. Chilcott agreed to, maintaining C. Chilcott's current compensation level for the months of July and August 2024 while there is a discussion about next steps.

D. Forbes made a motion to approve and keep the 2023-2024 ED compensation for the months of July and August and then after will be revised.

C. Robie seconded the motion.

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

Roll Call

W. Schaff Aye

K. McCoy Aye

C. Robie Aye

J. Thompson Absent

D. Forbes Aye

A. Price Aye

T. Ruiz Aye

R. Rentschler Absent

V. Board Communication

A. Board Committee Reports

No Finance Committee updates

No Student Success Committee updates

Board Member Price shared that the Governance Committee met on June 6 and developed a Board Orientation plan, and in the fall will continue reviewing and updating policies.

VI. Closing Items

A. Individual Board Member Reports

Nothing to report.

B. Executive Director Report

Nothing to report.

C. Upcoming Board Meetings

W. Schaff reminded everyone that the next meeting was a board retreat on Sunday, August 4. C. Robie said the agenda is still being determined. The location also needs to be decided on.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:50 PM.

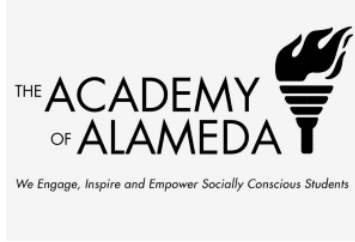
Respectfully Submitted,
W. Schaff

Coversheet

Approve Board Retreat Meeting Minutes

Section: III. Consent Agenda
Item: B. Approve Board Retreat Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for AoA Board Retreat on August 4, 2024

DRAFT



The Academy of Alameda Charter School Board

Minutes

AoA Board Retreat

Date and Time

Sunday August 4, 2024 at 8:00 AM

Location

Phocas Financial Offices
1080 Marina Village Parkway, Suite 520
Alameda, CA 94501

Directors Present

A. Price, C. Robie, D. Forbes, J. Laird, M. Payne, R. Rentschler, W. Schaff

Directors Absent

K. McCoy

Guests Present

C. Chilcott, D. Espinosa

I. Opening Items

A. Breakfast for the Board

B. Call the Meeting to Order

W. Schaff called a meeting of the board of directors of The Academy of Alameda Charter School Board to order on Sunday Aug 4, 2024 at 8:25 AM.

C.

Record Attendance

II. Board Communication: Academic/Student Success, Financial Solvency, Operational Stability

A. Welcome, Introduction, Community Agreements

W. Schaff gave a brief overview and summary of each board members' and the executive director's attributes.

B. Getting To Know You Activity

C. Chilcott led the group in a partnered activity where they learned more about their partner and then shared out a fact their partner with the greater group.

C. Review of the Goals from the February Retreat

3 topics discussed in February meeting:

Academic/Student Success

Financial Solvency

Operational Stability

Short term goals from previous February retreat:

Academic/Student Success

- Determine what student success look like for each board member and develop a common language around student success.
- Working on a school profile, which is almost done and ready to be shared with the board
- Create a clear plan for the Board to understand the school's progress on meeting it Promises

Financial Solvency

- Create a fund development committee
- Align AoA's budget with current resources
- Create a plan to identify needs and acquire additional resources through grants, partnerships, etc

Operational Stability

May need to create an ad hoc committee to:

- Develop job descriptions/ roles and responsibilities for board members

- Develop a recruitment plan and onboarding plan for board approval
- Establish a Board Calendar
- Update bylaws as needed (done by Board Governance Committee)

D. 15 Minute Break

E. Discussion: Academic/Student Success

David and Carole shared that the state uses the terms "academic success" but AoA uses "student success" since we look at several factors in addition to academics such as social-emotional well-being, improved attendance, and connection to school.

The group split into two groups to participate in an activity to work on three things first individually, then within their group, then come back as a full group to discuss commonalities and agree on next steps. The questions to answer were:

1. What are 3-4 descriptors of Student Success
2. What information or metrics do we need to determine if we are meeting our goals for student success?
3. What board actions are needed?

Both groups agreed on the same key areas for student success:

- Attendance (Average Daily Attendance, understanding absentee issues, populations impacted, interventions)
- Academics (Intervention strategies, priority subgroups, AoA long-term students vs. students who join in middle school)
- Personal Responsibility (Understanding our approach to discipline, intervention strategies, # of referrals)
- Engagement (Are students feeling connected to school, do they feel like they have adults and/or peers they engage with at school)

They discussed how academic success can not happen unless the students feel supported and not just academically. The board discussed the importance of school attendance, school safety and engagement, and academic growth to achieve success.

We need to clearly define the interventions done for academics and discipline and see if they work. Also is it necessary to check to see more than once a year to see if the process in place is working?

The board decided their actions were to:

- Identify key metrics for Attendance, Academics, Personal Responsibility, and Engagement and how they would like information to be shared with them
- Receive presentations from staff on Attendance, Student Academic Data, and Student Intervention Strategies

F. Lunch

G. Financial Solvency

D. Forbes discussed AoA's financial position and how in the past 2 years as well as this current year we will be using the school's reserves as we are in a deficit. He did speak also that it is necessary to give the employees a raise although we are in a deficit because if not we will be losing good staff.

H. Board Operational Stability

Operational board was going to focus on working on:

Job descriptions

Board handbook

Board Recruitment plan

Onboarding

Per time constrains W. Schaff will assign these topics to board members to discuss.

III. Closing Items

A. Next Steps

W. Schaff advised he will be establishing committees prior to the August meetings and asked if anybody was interested any particular committee (Board Governance, Finance, Student Success). Each board member shared their preferences.

B. Feedback and Gratitude

Feedback

Carole led the group on a task asking for feedback on how to improve this retreat to use as guidance for future retreats. The feedback was as follows:

Have tighter goals

When talking and explaining the activity, have visuals for goals and directions

Send follow up details of actions and who is responsible

Send clear notes and next steps soon after meeting

Send prep materials in advance of the meeting

Send a brief summary of what occurred at the previous retreat to review in advance since it was referenced often

Gratitude

A. Price is thankful for the new amazing board members.

J. Laird advised she felt welcomed as a new board member.

R. Rentschler wanted to thank the set up and thanked C. Chilcott for being her on a weekend.

D. Forbes was thankful to C. Robie for her set up and D. Espinosa for being here on a weekend.

C. Robie wanted to thank the team for listening and for coming with open minds willing to listen and give the meeting their all.

C. Chilcott expressed thanks to D. Espinosa for being here on a weekend as well.

W. Schaff was thankful for A. Price bringing 2 great new board members as well as for all the work C. Robie did.

M. Payne was thankful for being on a board in which he was a good fit.

C. Wrap Up Retreat

IV. Board Business

A. Priority 1 Local Indicator

C. Chilcott showed the board the Local Indicator document per the state requirement and the board acknowledged viewing it.

B. 2024-25 Revised Academic Calendar

C. Robie made a motion to approve the revised 24-25 calendar.

M. Payne seconded the motion.

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

Roll Call

D. Forbes Aye

W. Schaff Aye

K. McCoy Absent

J. Laird Aye

A. Price Aye

R. Rentschler Aye

M. Payne Aye

C. Robie Aye

C. 2024-25 Employee Handbook

D. Forbes made a motion to approve the 24-25 employee handbook.

C. Robie seconded the motion.

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

Roll Call

D. Forbes	Aye
C. Robie	Aye
K. McCoy	Absent
J. Laird	Aye
R. Rentschler	Aye
M. Payne	Aye
W. Schaff	Aye
A. Price	Aye

D. Vote on Executive Director's Established Compensation

C. Robie made a motion to approve the previously agreed percentage increase in year 2 of the contract.

D. Forbes seconded the motion.

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

Roll Call

W. Schaff	Aye
C. Robie	Aye
J. Laird	Aye
K. McCoy	Absent
D. Forbes	Aye
R. Rentschler	Aye
A. Price	Aye
M. Payne	Aye

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:35 PM.

Respectfully Submitted,
W. Schaff

Coversheet

Check Registers

Section: III. Consent Agenda
Item: C. Check Registers
Purpose: FYI
Submitted by:
Related Material: AoA July 2024 Combined Board Check Register.pdf
AoA June 2024 Combined Board Check Register.pdf

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14133	The Education Team	7/2/2024	Bill #724038--30-Day Permit: 06/03/24 Bill #722174--30-Day Permit & BA Only: 05/29 - 05/31/24		\$ 2,351.33
Check	14134	Virco, Inc.	7/2/2024	Bill #99999999--Books & Supplies		\$ 2,185.25
Check	14135	Wescafe	7/2/2024	Bill #0005--1/2 Sandwich Salad Cookie Chips & Canned beverage		\$ 1,993.50
Check	14136	ACI - Alameda	7/15/2024	Bill #0001718115--Garbage Svcs - June 2024		\$ 5,654.97
Check	14137	Alameda Unified School District	7/15/2024	Bill #INV24-00188--Facilities Use Charge Qtr 04		\$ 81,621.83
Check	14138	Amazon Capital Services	7/15/2024	Bill #1NHQ-HPGM-LXQK--Supplies Bill #1LMH-3W7R-DGT9--Supplies Bill #1NC3-4NFV-PH3P--Supplies Bill #1HFL-DWYH-QK1M--Supplies Bill #19JR-M1LD-9X17--Supplies Bill #1Y1N-KFLD-3N3V--Supplies Bill #1VM3-QHYV-GPF7--Supplies Bill #1PXQ-DWGF-GT6H--Supplies Bill #1VM3-QHYV-CRJ4--Supplies Bill #1DLD-73DW-TT6T--Supplies		\$ 12,229.88
Check	14138	Amazon Capital Services	7/15/2024	Bill #1PKT-LYYM-PXC4--Supplies Bill #1WL3-LQQ4-GVY3--Supplies Bill #1QLQ-FJXV-FMLC--Supplies Bill #1CMM-PPYN-NXDL--Supplies Bill #1YLT-3D4R-GVCR--Supplies Bill #11QX-W1FQ-MW3D--Supplies Bill #1V1N-Q1KY-KN91--Supplies Bill #1W3C-16XC-MCQN--Supplies		Cont'd
Check	14139	Best Instrument Repair Co.	7/15/2024	Bill #B18914--Art & Music Supplies		\$ 384.00
Check	14140	Brady Industries	7/15/2024	Bill #8982171--Janitorial Supplies		\$ 188.39
Check	14141	Nam Ly	7/15/2024	Bill #070124--Reimb: Curacubby Payment		\$ 600.00
Check	14142	Devon Miller	7/15/2024	Bill #070124--Afterschool Supplies		\$ 44.71
Check	14143	MRC Smart Technology Solutions	7/15/2024	Bill #IN4236645--Contract overage charge: 03/22 - 06/21/24		\$ 1,275.73
Check	14144	Miriam Persley	7/15/2024	Bill #070124--Reimb: Curacubby Payment		\$ 200.00
Check	14145	Christopher Petersen	7/15/2024	Bill #070124--Reimb: Alameda Theater & Cineplex		\$ 210.00
Check	14146	Elizabeth Petro	7/15/2024	Bill #070124--Reimb: Curacubby Payment		\$ 1,450.00

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.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14147	Sergio's Janitorial & Yard Services	7/15/2024	Bill #120--Daily Cleaning - June 2024 Bill #119--Daily Cleaning - June 2024		\$ 12,600.00
Check	14148	WEX Health, Inc.	7/17/2024	Bill #0001924585-IN--Commuter & FSA - March 2024 Bill #0001942512-IN--Commuter & FSA - April 2024 Bill #0001959873-IN--Commuter & FSA - May 2024		\$ 365.70
Check	14149	WEX Health, Inc.	7/17/2024	Bill #June 2024--Flex Benefits - Aggregate Balance Bill #050124--Flex Benefits - Aggregate Balance Bill #July 2024--Flex Benefits - Aggregate Balance		\$ 5,500.00
Check	14150	Blaisdell's Business Products	7/22/2024	Bill #1895316-0--Office Supplies		\$ 624.50
Check	14151	CalWest Educators Placement	7/22/2024	Bill #4054--2023-2024 Non-Exclusive Search Listing Fee		\$ 300.00
Check	14152	Gachina Landscape Management	7/22/2024	Bill #E 219691--Maintenance Contract: July 2024		\$ 901.00
Check	14153	Great Minds PBC	7/22/2024	Bill #INV179435--Materials & Supplies		\$ 3,602.34
Check	14154	Larson Communications	7/22/2024	Bill #3386--Public Relations Retainer : July 2024		\$ 6,500.00
Check	14155	RCM Technologies	7/22/2024	Bill #4816--Behavior Tech & Occupational Therapist : 05/12 - 05/18/24 Bill #4521--Behavior Tech & Occupational Therapist : 04/28 - 05/04/24 Bill #4697--Behavior Tech & Occupational Therapist : 05/05 - 05/11/24		\$ 11,255.50
Check	14156	Jim Scheible	7/22/2024	Bill #070124--Renewal charter petition prepared		\$ 687.50
Check	14157	EdClub Inc.	7/22/2024	Bill #259757--TypingClub student licenses for 3 years		\$ 532.44
Check	14158	WEX Health, Inc.	7/22/2024	Bill #0001977259-IN--Commuter & FSA - June 2024		\$ 121.90
Check	14159	WEX Health, Inc.	7/22/2024	Bill #August 2024--Flex Benefits - Aggregate Balance		\$ 1,750.00
Check	14160	Young, Minney & Corr, LLP	7/22/2024	Bill #11279--Legal Svcs' thru : 06/01 - 06/30/24		\$ 22,877.50
Check	14161	Tina Farman	7/29/2024	Bill #062124--Reimb: Services & Operating Expenses		\$ 327.12
Check	ACH5011	EdTec Inc.	7/2/2024	Bill #203349--LCAP Svcs: May 2024		\$ 640.00
Check	ACH5012	EdTec Inc.	7/15/2024	Bill #204900--EdTec Monthly Back Office Service - July 2024		\$ 16,666.67
Check	DB070124	BambooHR	7/1/2024	DB070124 - BambooHR		\$ 253.50
Check	DB070224	IHIRE LLC	7/2/2024	DB070224 - IHIRE LLC		\$ 299.00
Check	DB070224-1	Square, Inc.	7/2/2024	DB070224-1 - Square, Inc.		\$ 35.00
Check	DB070224-2	EME Enterprise Inc.	7/2/2024	DB070224-2 - EME Enterprise Inc.		\$ 21.99
Check	DB070324	CharterSafe	7/3/2024	DB070324 - CharterSafe		\$ 46,667.00
Check	DB070524	CharterSafe	7/5/2024	DB070524 - CharterSafe		\$ 414.67

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.



Combined Board Check Register						
School:		AoA				
Month:		June 2024				
				Total Paid By Check:		\$ 220,910.28
				Total Paid By Credit Card:		\$ 22,385.05
Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14087	A.P.Visions Photography	6/13/2024	Bill #2077--23-24 Yearbooks		\$ 2,195.00
Check	14088	Adriana San Millan School Psychology and Special Education Services, LLC	6/13/2024	Bill #8351--Diego Ramirez / Academy of Alameda/ Staff consultaiton with teacher and paraprofessional (by BCBA Liliana)		\$ 299.00
Check	14089	Amazon Capital Services	6/13/2024	Bill #1334-K9NR-6F3V--Supplies Bill #147G-YGJF-9WQW--Supplies Bill #1GTD-PFVY-HQ9G--Supplies Bill #1MDP-NYF7-4YNP--Supplies Bill #19WM-WY7C-QHDN--Supplies Bill #1Y39-PJPL-JKD1--Supplies Bill #1H1M-QF11-F3GR--Supplies Bill #1XVW-HLQW-4RTC--Supplies Bill #1WLL-DYXP-T3MK--Supplies Bill #11NY-LX7Y-CV14--Supplies Bill #1HLQ-M3K1-DQGH--Supplies Bill #1V1J-4LWY-1C4V--Supplies Bill #1C9V-7GTJ-QLQC--Supplies		\$ 2,387.67

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14089	Amazon Capital Services	6/13/2024	Bill #1JC1-443H-111D--Supplies Bill #1MDP-NYF7-PYV3--Supplies Bill #1C9V-7GTJ-1P6T--Supplies Bill #1MYL-HYFM-G4QM--Supplies Bill #1XVW-HLQW-KTMR--Supplies Bill #1K3H-W6WD-PQ6P--Supplies Bill #1LM1-3XVP-3F3G--Supplies Bill #1LD4-PQTD-6QQG--Supplies Bill #1WNJ-3P76-1T49--Supplies Bill #17PY-R19X-46VN--Supplies Bill #16DW-FGHY-6CHC--Supplies Bill #1VHF-JYKY-3T37--Supplies		Cont'd
Check	14090	Brady Industries	6/13/2024	Bill #8902391--Janitorial Supplies Bill #8913826--Janitorial Supplies		\$ 231.49
Check	14091	Christy White, Inc	6/13/2024	Bill #21285--2022-23 Tax Service; 2022 Tax Return		\$ 1,600.00
Check	14092	ClassTracker LLC	6/13/2024	Bill #RET-00255--AOA 2024-25 - Yearbook Retainer		\$ 2,890.32
Check	14093	HealthEquity	6/13/2024	Bill #ACFIN0334741--Sec 125 POP Annual Compliance fee Aug 2024		\$ 100.00
Check	14094	Paola Carrillo Lopez	6/13/2024	Bill #052223--Reimb: pop Sales		\$ 220.46
Check	14095	Emily Marsh	6/13/2024	Bill #008--Contracted Services: 04/22 - 06/03/24		\$ 360.00
Check	14096	Suzanne Webster Morris	6/13/2024	Bill #7--Meeting with Tyler Prep and meeting with Christine		\$ 437.50
Check	14097	RCM Technologies	6/13/2024	Bill #1646--Standard Rate: 03/21 - 04/06/24		\$ 1,447.00
Check	14098	Sergio's Janitorial & Yard Services	6/13/2024	Bill #118--Daily Cleaning - May 2024		\$ 11,200.00
Check	14099	Sharp Electronics Corporation DBA Sharp Business Systems	6/13/2024	Bill #9004857148--Billable Copies		\$ 21.30
Check	14100	Summit K12	6/13/2024	Bill #00007348--Renewal CA ELD Mastery C2L LS RW Language Foundation Skills		\$ 1,895.00
Check	14101	Teachers on Reserve	6/13/2024	Bill #97410--Substitute Svc: 05/20 - 05/24/24		\$ 1,198.18
Check	14102	Teachers on Reserve	6/13/2024	Bill #97364--Substitute Svc: 05/20 - 05/24/24 Bill #97302--Substitute Svc: 05/13 - 05/17/24		\$ 824.96
Check	14103	Techabee	6/13/2024	Bill #2024-076--Techabee Foundational IT Svcs & Support: July 2024 - June 2025		\$ 7,500.00

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.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14104	The Education Team	6/13/2024	Bill #715750--30-Day Permit & BA Only: 05/06 - 05/10/24 Bill #718189--BA Only: 05/13 - 05/17/24		\$ 1,827.61
Check	14105	Joana Dzub Torres	6/13/2024	Bill #052324--Reimb: Class supplies		\$ 110.61
Check	14106	ACI - Alameda	6/20/2024	Bill #0001710394--Garbage Svcs - May 2024		\$ 3,888.12
Check	14107	Amazon Capital Services	6/20/2024	Bill #19HC-71K4-36QM--Supplies Bill #1XHM-PQH-41G6--Supplies Bill #14FQ-YCXV-1HRP--Supplies Bill #1WY4-JJWP-1QWR--Supplies Bill #1XTK-QHXK-76CR--Supplies Bill #1RV3-R14G-43K7--Supplies Bill #17YX-WTDR-9TYW--Supplies Bill #1W3X-7QLP-4D9H--Supplies Bill #1PN1-KXJ9-39VY--Supplies Bill #1PPD-31LL-9MY--Supplies		\$ 550.06
Check	14108	Blaisdell's Business Products	6/20/2024	Bill #1889379-0--Office Supplies		\$ 597.92
Check	14109	Brady Industries	6/20/2024	Bill #8930445--Janitorial Supplies Bill #8939230--Janitorial Supplies Bill #8943396--Janitorial Supplies Bill #8943395--Janitorial Supplies		\$ 4,202.61
Check	14110	Chabre Learning	6/20/2024	Bill #OC.2--Services: 05/14 - 06/05/24 Bill #OC.1--Services: 03/08 - 05/10/24		\$ 2,200.00
Check	14111	Document tracking Services	6/20/2024	Bill #94501-183706--Document Tracking & Translations servies 07/01/24 - 06/30/25		\$ 575.00
Check	14112	Gachina Landscape Management	6/20/2024	Bill #E 218806--Maintenance Contract: June 2024		\$ 901.00
Check	14113	Larson Communications	6/20/2024	Bill #3344--Public Relations Retainer : June 2024		\$ 6,500.00
Check	14114	Chris Peterson	6/20/2024	Bill #060724--Reimb: Flax Michael's lick Target Miniature Market & IKEA		\$ 2,394.23
Check	14115	Robin Price	6/20/2024	Bill #060624--Reimb: Hot Dogs for picnic & Picnic Drinks		\$ 232.87
Check	14116	RCM Technologies	6/20/2024	Bill #2432--Behavior Tech & Occupational Therapist : 05/31/24		\$ 3,291.75
Check	14117	Jim Scheible	6/20/2024	Bill #060324--Renewal Charter Petition Prepared: 05/31/24		\$ 7,500.00
Check	14118	Teachers on Reserve	6/20/2024	Bill #97471--Substitute Svc: 05/27 - 05/31/24		\$ 877.64

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	14119	The Education Team	6/20/2024	Bill #720226--BA CBEST 30-Day Permit & BA Only: 05/20 - 05/24/24		\$ 2,072.99
Check	14120	Young, Minney & Corr, LLP	6/20/2024	Bill #10772--Legal Svcs' thru : 05/01 - 05/31/24		\$ 6,848.00
Check	ACH5008	EdTec Inc.	6/13/2024	Bill #29002--Monthly Payroll add-on		\$ 16,687.50
Check	ACH5009	WEX Health, Inc.	6/20/2024	Bill #0001959873-IN--Commuter & FSA - May 2024		\$ 121.90
Check	ACH5010	WEX Health, Inc.	6/27/2024	Bill #July 2024--Flex Benefits - Aggregate Balance		\$ 1,750.00
Check	DB060324	IHIRE LLC	6/3/2024	DB060324 - IHIRE LLC		\$ 299.00
Check	DB060324-1	Office Max	6/3/2024	DB060324-1 - Office Max		\$ 185.66
Check	DB060324-2	Mountain Mike's Pizza	6/3/2024	DB060324-2 - Mountain Mike's Pizza		\$ 85.20
Check	DB060324-3	Square, Inc.	6/3/2024	DB060324-3 - Square, Inc.		\$ 35.00
Check	DB060324-4	Office Max	6/3/2024	DB060324-4 - Office Max		\$ 6.12
Check	DB060524	Wasp Barcode Technologies	6/5/2024	DB060524 - Wasp Barcode Technologies (C Corp)		\$ 537.30
Check	DB060524-1	Google Ads	6/5/2024	DB060524-1 - Google Ads		\$ 390.97
Check	DB060524-2	Target	6/5/2024	DB060524-2 - Target		\$ 38.27
Check	DB060724	Teachers Pay Teachers	6/7/2024	DB060724 - Teachers Pay Teachers		\$ 16.00
Check	DB060724-1	ODP Business Solutions, LLC	6/7/2024	DB060724-1 - ODP Business Solutions, LLC (formerly Office Depot, Inc.)		\$ 1.48
Check	DB061024	Reputation Simple	6/10/2024	DB061024 - Reputation Simple		\$ 1,663.20
Check	DB061024-1	Adobe Inc.	6/10/2024	DB061024-1 - Adobe Inc.		\$ 19.99
Check	DB061024-2	ODP Business Solutions, LLC	6/10/2024	DB061024-2 - ODP Business Solutions, LLC (formerly Office Depot, Inc.)		\$ 2.97
Check	DB061324	Charter Schools Development Center	6/13/2024	DB061324 - Charter Schools Development Center		\$ 2,464.00
Check	DB061424	ezCater	6/14/2024	DB061424 - ezCater		\$ 277.86
Check	DB061724	Xerox Financial Services	6/17/2024	DB061724 - Xerox Financial Services (Contract #010-0082705-001)		\$ 349.11
Check	DB061724-1	Zoom	6/17/2024	DB061724-1 - Zoom		\$ 258.00
Check	DB061724-2	Xerox Financial Services	6/17/2024	DB061724-2 - Xerox Financial Services (Contract #010-0082705-002)		\$ 190.37
Check	DB061724-3	Safeway	6/17/2024	DB061724-3 - Safeway		\$ 60.10
Check	DB061824	O'Clavin Painting	6/18/2024	DB061824 - O'Clavin Painting (S Corp)		\$ 5,600.00
Check	DB062124	California Choice	6/21/2024	DB062124 - California Choice		\$ 69,551.42
Check	DB062424	Bank of Marin Visa Card	6/24/2024	DB062424 - Bank of Marin Visa Card 5830		\$ 22,385.05
Check	DB062424-1	Equitable Financial Life Insurance Company of America	6/24/2024	DB062424-1 - Equitable Financial Life Insurance Company of America		\$ 9,632.18

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	DB062424-2	Xerox Financial Services	6/24/2024	DB062424-2 - Xerox Financial Services (Contract #010-0082705-003)		\$ 708.34
Check	DB062524	O'Clavin Painting	6/25/2024	DB062524 - O'Clavin Painting (S Corp)		\$ 3,630.00
Check	DB062624	Google Ads	6/26/2024	DB062624 - Google Ads		\$ 500.00
Check	M1023	WEX Health, Inc.	6/12/2024	M1023 - Flex Spending aggregate balance The Academy of Alameda		\$ 2,000.00
Check	M1024	Abel Lopez	6/12/2024	M1024 - Tacos 375 celes		\$ 2,085.00
Credit Card	9515-5830	DBC *Blick Art Materials	6/3/2024	05/13 - DBC *Blick Art Materials		\$ 73.16
Credit Card	9515-5830	Ikea	6/3/2024	05/14 - Ikea - FY 2024-2025		\$ 162.76
Credit Card	9515-5830	Lakeshore Learning Materials	6/3/2024	05/17 - Lakeshore Learning Materials - FY 2024-2025		\$ 567.04
Credit Card	9515-5830	Lakeshore Learning Materials	6/3/2024	05/17 - Lakeshore Learning Materials - FY 2024-2025		\$ 5,769.25
Credit Card	9515-5830	Doordash	6/3/2024	05/20 - Doordash - Macondoco		\$ 110.49
Credit Card	9515-5830	Mountain Mike's Pizza	6/3/2024	05/30 - Mountain Mike's Pizza		\$ 671.93
Credit Card	9515-5830	Instacart	6/3/2024	05/31 - Instacart		\$ 129.74
Credit Card	9515-5830	WWBW WEB	6/3/2024	05/06 - WWBW WEB		\$ 518.86
Credit Card	9515-5830	Sq* Levys Bagels	6/3/2024	05/10 - Sq* Levys Bagels		\$ 123.75
Credit Card	9515-5830	EI Caballo Wraps	6/3/2024	05/13 - EI Caballo Wraps		\$ 2,165.72
Credit Card	9515-5830	Pro-Ed, Inc.	6/3/2024	05/13 - Pro-Ed, Inc.		\$ 288.59
Credit Card	9515-5830	The UPS Store	6/3/2024	05/16 - The UPS Store		\$ 10.05
Credit Card	9515-5830	Facebook	6/3/2024	05/17 - Facebook		\$ 472.75
Credit Card	9515-5830	Facebook	6/3/2024	05/20 - Facebook		\$ 16.14
Credit Card	9515-5830	Jetro Cash & Carry	6/3/2024	05/20 - Jetro Cash & Carry		\$ 51.74
Credit Card	9515-5830	Mountain Mike's Pizza	6/3/2024	05/20 - Mountain Mike's Pizza		\$ 253.94
Credit Card	9515-5830	SchoolMint	6/3/2024	05/21 - SchoolMint - FY 2024-2025		\$ 8,639.17
Credit Card	9515-5830	Ascend Smarter Intervention	6/3/2024	05/21 - Ascend Smarter Intervention		\$ 12.00
Credit Card	9515-5830	Xing Yuan Chinese Restaurant	6/3/2024	05/28 - Xing Yuan Chinese Restaurant		\$ 385.25
Credit Card	9515-5830	Google SVCS AOA Schools	6/3/2024	06/03 - Google *SVCS AOA Schools		\$ 42.01
Credit Card	9515-5830	Curacubby, Inc	6/3/2024	05/09 - Curacubby, Inc		\$ 667.98
Credit Card	9515-5830	Diablo Paper Shredding, LLC.	6/3/2024	05/03 - Diablo Paper Shredding, LLC.		\$ 51.75
Credit Card	9515-5830	Michael's Transportation	6/3/2024	05/03 - Michael's Transportation		\$ 1,200.98

Coversheet

Credit Card Statements

Section: III. Consent Agenda
Item: D. Credit Card Statements
Purpose: FYI
Submitted by:
Related Material: August 1, 2024 Credit Card Statement.pdf
AoA July 2, 2024 Combined CC Statement.pdf



August 2024 Statement

Open Date: 07/03/2024 Closing Date: 08/01/2024

Account: 4798 5100 5505 5830



Visa® Community Card

Elan Financial Services

1-866-552-8855

BUS 30 ELN

1

ACADEMY OF ALAMEDA (CPN 001559617)

New Balance	\$6,048.42
Minimum Payment Due	\$61.00
Payment Due Date	08/28/2024

Activity Summary		
Previous Balance	+	\$9,196.27
Payments	-	\$9,196.27 ^{CR}
Other Credits		\$0.00
Purchases	+	\$6,048.42
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$6,048.42
Past Due		\$0.00
Minimum Payment Due		\$61.00
Credit Line		\$50,000.00
Available Credit		\$43,951.58
Days in Billing Period		30

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

0047985100550558300000061000006048427



Automatic Payment

24-Hour Elan Financial Services: 1-866-552-8855

- to pay by phone
- to change your address

Account Number:	4798 5100 5505 5830
Your new full balance of \$6,048.42 will be automatically deducted from your account on 08/23/24.	

000015585 01 SP 000638769083949 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: Elan Financial Services, 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: Elan Financial Services, 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:** We will accept payment via check, money order, the internet (including mobile and online) or phone or previously established automatic payment transaction. You must pay us in U.S. Dollars. If you make a payment from a foreign financial institution, you will be charged and agree to pay any collection fees added in connection with that transaction. The date you mail a payment is different than the date we receive the payment. The payment date is the day we receive your check or money order at Elan Financial Services, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your internet 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. Payments sent without the payment coupon or to an incorrect address will be processed and credited to your Account within 5 banking days of receipt. Payments sent without a payment coupon or to an incorrect address may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and/or Account suspension. The deadline for on-time internet and phone payments varies, 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. Please contact Elan Financial Services for internet, phone, and mobile crediting times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



August 2024 Statement 07/03/2024 - 08/01/2024

Page 2 of 3

ACADEMY OF ALAMEDA (CPN 001559617)

Elan Financial Services 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 \$6048.42 will be automatically deducted from your bank account on 08/23/2024. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

Transactions DEARMEY,LEAH R Credit Limit \$7500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/08	07/05	7372	SLICE*MOUNTAINMIKESPIZ SLICELIFE.COM NY	\$136.70	_____
07/09	07/09	8482	CURACUBBY WWW.CURACUBBY CA	\$667.98	_____
07/09	07/08	3543	MICHAELS TRANSPORTATIO 707-643-2099 CA	\$1,364.75	_____
07/10	07/09	7893	TARGET 00028290 ALAMEDA CA	\$69.76	_____
07/10	07/09	0191	OAKLAND ZOO OAKLAND CA	\$639.00	_____
07/11	07/09	7069	SAFEWAY #3281 ALAMEDA CA	\$103.43	_____
07/15	07/12	2054	SLICE*MOUNTAINMIKESPIZ SLICELIFE.COM NY	\$187.29	_____
07/22	07/19	7813	SLICE*MOUNTAINMIKESPIZ SLICELIFE.COM NY	\$161.27	_____
07/29	07/26	5783	SLICE*MOUNTAINMIKESPIZ SLICELIFE.COM NY	\$161.27	_____
07/29	07/27	5534	GRUBHUBCHIPOTLE GRUBHUB.COM NY	\$178.43	_____
07/29	07/27	8887	GRUBHUBCHIPOTLE GRUBHUB.COM NY	\$198.81	_____
Total for Account 4798 5100 6725 3647				\$3,868.69	

Transactions CHILCOTT,CHRISTINE Credit Limit \$50000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/03	07/01	4990	HOMEDEPOT.COM 800-430-3376 GA	\$129.53	_____
07/05	07/04	0086	B2B Prime*R74SS4AJ2 Amzn.com/bill WA	\$862.74	_____
07/15	07/13	9590	DMI* DELL BUS ONLINE 800-456-3355 TX	\$507.24	_____
07/15	07/13	9616	DMI* DELL BUS ONLINE 800-456-3355 TX	\$477.33	_____
07/18	07/17	2034	FACEBK *M9R258GFJ2 650-5434800 CA	\$30.03	_____
07/18	07/17	8033	FACEBK *84G7E8LFJ2 650-5434800 CA	\$100.86	_____
07/19	07/18	5991	DIABLO PAPER SHREDD... WWW.DIABLOSHR CA	\$48.00	_____
07/22	07/19	5948	ASCEND SMARTER INT HTTPWWW.ASCE CO	\$24.00	_____
Total for Account 4798 5101 5421 5764				\$2,179.73	

Continued on Next Page



August 2024 Statement 07/03/2024 - 08/01/2024
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 3 of 3

Elan Financial Services ☎ 1-866-552-8855

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
07/23	07/23	MTC	PAYMENT THANK YOU	\$9,196.27	CR
Total for Account 4798 5100 5505 5830				\$9,196.27	CR

2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$70.00
Total Interest Charged in 2024	\$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	19.24%	
**PURCHASES	\$6,048.42	\$0.00	YES	\$0.00	19.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	

Contact Us



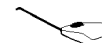
Phone
 Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053



Questions
 Elan Financial Services
 P.O. Box 6353
 Fargo, ND 58125-6353



Mail payment coupon with a check
 Elan Financial Services
 P.O. Box 790408
 St. Louis, MO 63179-0408



Online
myaccountaccess.com

End of Statement



July 2024 Statement

Open Date: 06/04/2024 Closing Date: 07/02/2024

Account: 4798 5100 5505 5830



Visa® Community Card

Elan Financial Services



1-866-552-8855

BUS 30 ELN

1

ACADEMY OF ALAMEDA (CPN 001559617)

New Balance	\$9,196.27
Minimum Payment Due	\$92.00
Payment Due Date	07/28/2024

Activity Summary		
Previous Balance	+	\$22,385.05
Payments	-	\$22,385.05 ^{CR}
Other Credits		\$0.00
Purchases	+	\$9,196.27
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$9,196.27
Past Due		\$0.00
Minimum Payment Due		\$92.00
Credit Line		\$50,000.00
Available Credit		\$40,803.73
Days in Billing Period		29

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

0047985100550558300000092000009196275



Automatic Payment

24-Hour Elan Financial Services: 1-866-552-8855

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

Account Number: 4798 5100 5505 5830

Your new full balance of \$9,196.27 will be automatically deducted from your account on 07/23/24.

000016031 01 SP 000638748587861 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: Elan Financial Services, 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: Elan Financial Services, 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.

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2. **Payment Information:** We will accept payment via check, money order, the internet (including mobile and online) or phone or previously established automatic payment transaction. You must pay us in U.S. Dollars. If you make a payment from a foreign financial institution, you will be charged and agree to pay any collection fees added in connection with that transaction. The date you mail a payment is different than the date we receive the payment. The payment date is the day we receive your check or money order at Elan Financial Services, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your internet 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. Payments sent without the payment coupon or to an incorrect address will be processed and credited to your Account within 5 banking days of receipt. Payments sent without a payment coupon or to an incorrect address may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and/or Account suspension. The deadline for on-time internet and phone payments varies, 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. Please contact Elan Financial Services for internet, phone, and mobile crediting 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.
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July 2024 Statement 06/04/2024 - 07/02/2024

Page 2 of 3

ACADEMY OF ALAMEDA (CPN 001559617)

Elan Financial Services 1-866-552-8855



Important Messages

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Your payment of \$9196.27 will be automatically deducted from your bank account on 07/23/2024. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

Transactions DEARMEY,LEAH R Credit Limit \$7500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/07	06/06	8281	DD DOORDASH MACONDOCO 855-973-1040 CA	\$99.30	_____
06/10	06/09	2087	CURACUBBY WWW.CURACUBBY CA	\$667.98	_____
06/20	06/18	5250	VH STORESMART 585-424-5300 NY	\$531.02	_____
06/24	06/21	0020	TYPINGCLUB HTTPSWWW.EDCL MD	\$1,913.52	_____
06/24	06/21	6227	MOUNTAIN MIKES PIZZA A 510-7499499 CA	\$240.82	_____
06/26	06/26	8019	REALLY GOOD STUFF 800-366-1920 CT	\$1,131.72	_____
06/26	06/25	7455	LAKESHORE LEARNING MAT 310-537-8600 CA	\$56.82	_____
06/27	06/26	5675	AUNT FLOW 419-3440949 OH	\$280.00	_____
07/01	06/28	5949	MOUNTAIN MIKES PIZZA A 510-7499499 CA	\$148.84	_____
Total for Account 4798 5100 6725 3647				\$5,070.02	

Transactions CHILCOTT,CHRISTINE Credit Limit \$50000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/06	06/05	0174	WWW.MACONDOCOLOMBIANFU WWW.MACONDOCO CA	\$91.61	_____
06/07	06/05	4050	MOUNTAIN MIKES PIZZA A ALAMEDA CA	\$356.30	_____
06/18	06/17	4028	FACEBK *CLE977CGJ2 650-5434800 CA	\$377.36	_____
06/18	06/17	2041	FACEBK *ZQRYT5YFJ2 650-5434800 CA	\$10.99	_____
06/20	06/19	8027	ASCEND SMARTER INT HTTPSWWW.ASCE CO	\$24.00	_____
06/21	06/18	3698	SUMMIT K12 844-331-4737 TX	\$1,895.00	_____
06/28	06/27	9456	DOCUSIGN 866-219-4318 WA	\$1,328.98	_____
07/02	07/01	4002	GOOGLE *SVCSaoaschools g.co/HelpPay# CA	\$42.01	_____
Total for Account 4798 5101 5421 5764				\$4,126.25	

Continued on Next Page



July 2024 Statement 06/04/2024 - 07/02/2024
 ACADEMY OF ALAMEDA (CPN 001559617)

Page 3 of 3

Elan Financial Services ☎ 1-866-552-8855

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
06/24	06/24	MTC	PAYMENT THANK YOU	\$22,385.05	CR
Total for Account 4798 5100 5505 5830				\$22,385.05	CR

2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$70.00
Total Interest Charged in 2024	\$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	19.24%	
**PURCHASES	\$9,196.27	\$0.00	YES	\$0.00	19.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	

Contact Us



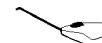
Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053



Questions
 Elan Financial Services
 P.O. Box 6353
 Fargo, ND 58125-6353



Mail payment coupon with a check
 Elan Financial Services
 P.O. Box 790408
 St. Louis, MO 63179-0408



Online
myaccountaccess.com

End of Statement

Coversheet

Accelerated Math Program Presentation

Section: IV. Board Communication
Item: A. Accelerated Math Program Presentation
Purpose: Discuss
Submitted by:
Related Material: AMP Board Presentation.pdf

Accelerated Math Program (AMP)
Academy of Alameda
Board Presentation
Jen Whatley, Math Teacher
August 29, 2024

Accelerated Math Program (AMP)

The “Why” Behind AMP

Pre-Covid

- Advanced 6th and 7th grade math classes led to 8th grade Algebra
 - Enrollment based on MAP/STAR data
 - Advanced 6th and 7th grade classes taught condensed material
 - 7th grade Bridge to Algebra taught 8th grade concepts twice a week
 - Students had access to some material in all grades 6-8
- More supportive than AUSD’s advanced track which skips 8th grade content

Observations

- Included students who tested well but were not interested in accelerating
- Excluded students who were ready and interested but did not test well
- Many 7th graders needed more than twice week with 8th grade concepts (Bridge)
- Demographics of algebra class were not representative of AoA’s population
- 6-8 instruction focused on algebra readiness
 - 1/3 of each grade level concepts not taught

Accelerated Math Program (AMP)

The “Why” Behind AMP

Post Covid

- Heterogeneous classes grades 6-8
- Algebra only advanced class, no math lab or double period
- Adopted Zearn
 - Seamless grade level acceleration in addition to differentiation

Goals

- Keep grade 6-8 math classes heterogeneous (except algebra)
 - Communicates equitable learning expectations to all students
 - Minimizes tracking
- Keep advanced math students engaged with math and accelerate learning
- Provide multiple pathways to 8th grade algebra
- Algebra classes representative of our student population
- Increase student agency over learning
- Reinforce mindset: Speed of learning does not matter in mathematics
- Reinforce our vision: Demographics do not determine our students’ destinies

AoA Math Pathways

Pre-Covid

Middle School				High School
1	6th Grade 17-18	7th Grade 18-19	8th Grade 19-20	9th Grade 20-21
2	6th/7th Accelerated	7th/8th Accelerated	Algebra	Geometry
3	6th Grade	7th Grade & Bridge to Algebra	Algebra	Geometry

Placement determined STAR score

Accelerated Math Program (AMP)

Post-Covid

Middle School				High School
1	6th Grade 21-22	7th Grade 22-23	8th Grade 23-24	9th Grade 26-27
2	6th Grade & 7th AMP	8th Grade	Algebra	Geometry Integrated Math 2
3	6th Grade	7th Grade & 8th AMP	Algebra	Geometry Integrated Math 2
4	6th Grade	7th Grade	8th Grade & Algebra AMP	Geometry Integrated Math 2

Placement determined by teacher recommendation and student advocacy
 No minimum STAR score

Accelerated Math Program (AMP)

Program Description

- Monthly lessons during tutorial with Ms. Whatley
 - AMP Algebra includes after school classes every other Monday
- Independent lessons
 - Zearn bookmarks
 - Independent packets for each lesson
 - You can work on packets with peers
 - Turn in to Ms. Whatley for feedback when complete
- Unit summatives during tutorial
- Summatives entered into PLP

From Student Info Slides

Accelerated Math Program (AMP)

Program Requirements

- Receive mostly 3s or higher on math assessments (average 2.8 or higher)
- Demonstrate growth on STAR assessments while in program
- Demonstrate readiness for material based on class activities and/or STAR
- Stay current with grade-level math class assignments
- Stay current with AMP assignments
- Earn 2.8 or higher on AMP assignments

From Student Info Slides

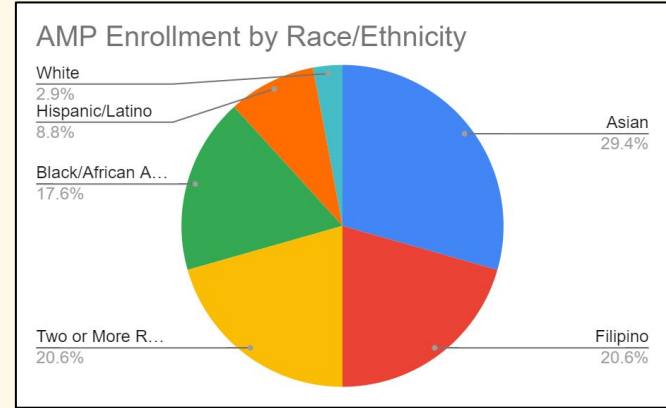
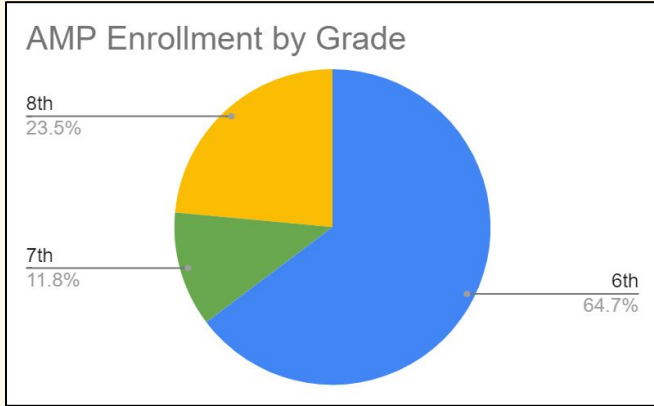
Accelerated Math Program (AMP)

How to Enroll

- Review your PLP
 - Verify all assignments have been turned in (you have no M's).
 - Verify you have an average score of 2.8 or higher in math.
- Submit your intent to participate to Ms. Whatley by this Thursday, Nov. 2.
 - Ms. Whatley will stamp you for the first AMP meeting.
 - You can begin learning the material before the meeting.

From Student Info Slides

Data Graphs

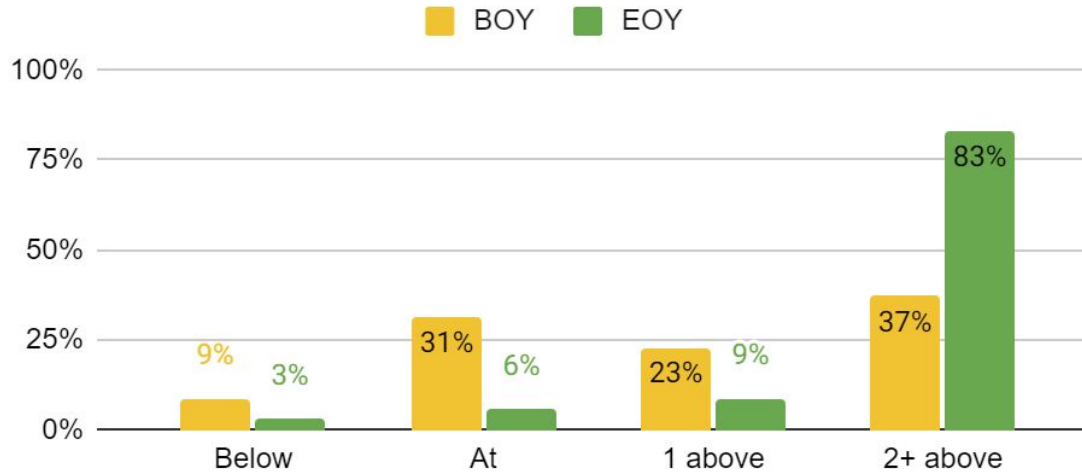


Demographic	%	Total
EL/Reclassified	29%	10
504	6%	2
IEP	6%	2

Gender	%	Total
M	65%	22
F	32%	11
N	3%	1

Beginning and End of Year Grade Level Comparisons

BOY and EOY



Demographics of Students who Started the Year At or Below Grade Level

Demographic	%
EL/Reclassified	38%
504	8%
IEP	8%
Gender	%
M	77%
F	23%
N	0%
Demographic	Total
Black/African American	31%
Two or More Races	23%
Asian	15%
Hispanic/Latino	15%
Filipino	8%
White	8%

Grade	Total Enrollment
6th	54%
7th	15%
8th	31%

	BOY	EOY
Below	3	0
At	10	2
1 above	0	1
2+ above	0	10

8th Grade Algebra Student Testimonials

- Amp is not just being smart it's about improving yourself.
- I felt well supported during my time doing AMP because whenever I stuck, or was struggling, I always had someone to ask if I needed help on something.
- At first I wasn't really a math person but after hearing about AMP I felt that connection with math and it became my strong suit.
- I loved [being in the 8th grade class]. I grew friendships with some 8th graders. I wouldn't have some of my friendships if I didn't get into AMP.
- I had wanted to quit but Ms Whatley encouraged me to stay in AMP and now I am in alg 1 in 8th grade. AMP was not as difficult as I thought it was going to be.

8th Grade Algebra Student Testimonials

- Being in a 8th grade classroom in 7th grade really boosted my confidence.
- I would %100 recommend AMP for students that are interested, because it has improved my learning skills and has been more fun learning new topics. I have learned much more through AMP by needing to work harder.
- Every day in class I feel that there is more than enough support around me. Everyone in the program including Ms. Whatley, is very supportive.
- I really enjoyed AMP because I felt like it was challenging me more, when previously I hadn't been challenged as much. I felt very well supported in AMP because Ms. Whatley always checked in with us. I feel that AMP greatly accelerated my learning and and I am at a level better for me.
- I was behind when I entered 6th grade and now I can explain work to other people.

Accelerated Math Program (AMP)

Next Steps

- Create curriculum guidebook
 - Full year pacing guide
 - Scope and Sequence
 - Instruction manual
- Integrate AMP into 6th and 7th grade classrooms (with teacher)

Coversheet

Board Local Authorization Credentials: Resolution #829241

Section: IV. Board Communication
Item: B. Board Local Authorization Credentials: Resolution #829241
Purpose: Vote
Submitted by:
Related Material:
Resolution #829241 Declaration of Need for Fully Qualified Educators (2024-2025).pdf

The Academy of Alameda

**RESOLUTION NO. #829241,
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE
2024-2025 SCHOOL YEAR**

I. BACKGROUND

This item is brought to the Governing Board as an action item seeking adoption of the attached Declaration of Need for Fully Qualified Educators. Upon approval of this Declaration by the California Commission on Teacher Credentialing (CCTC), the School will be permitted to hire teachers in limited assignments and under emergency permits to fill the following positions which are predicted as needed at this time: one (1) kindergarten teacher, three (3) elementary school teachers, four (4) math teachers, three (3) history teachers, two (2) English teachers, and two (2) science teachers. Notwithstanding, the School will hire emergency permit teachers only when qualified, capable, fully certified teachers are unavailable.

WHEREAS, Academy of Alameda (“The School”) makes every effort to recruit fully prepared teachers; and

WHEREAS, when fully prepared teachers are not available, The School recruits candidates who qualify for an intern credential; and

WHEREAS, there are teachers who have not yet completed Provisional Internship Permits; and

WHEREAS, the Board of Directors recognizes that there are an insufficient number of certificated persons who meet the School’s specific employment criteria; and

WHEREAS, Title 5 Section 80026 requires that a Declaration of Need for Fully Qualified Educators and resolution by the Governing Board be submitted by an employing agency prior to the issuance of any emergency permit and/or limited assignments permit for that agency in a given school year; and

WHEREAS, Title 5 Section 80026 specifies that said Declaration of Need for Fully Qualified Educators and resolution be adopted by the Governing Board of a Charter School in a regularly scheduled public meeting of the Board on an annual basis; and

WHEREAS, said revised Declaration of Need for Fully Qualified Educators shall not be adopted by the Board as part of a consent calendar; and

WHEREAS, all employees invest their time, energy and countless hours to provide all students with quality programs and services that support their individual needs and educational goals;

NOW, THEREFORE, BE IT RESOLVED that the Academy of Alameda Board of Directors hereby approves that this Declaration of Need for Fully Qualified Educators be submitted to the Commission on Teacher Credentialing for the 2024-2025 school year.

PASSED AND ADOPTED, by the Board of Directors of the Academy of Alameda at its regular meeting held on August 29, 2024.

Vote:

Ayes _____

Nays _____

Abstain _____

Absent _____

**The Academy of Alameda
BOARD OF DIRECTORS**

William Schaff, Board President
4872-9302-9082, v. 1

Carole Robie, Board Secretary

2024-25 Teachers:

- Jennifer Whatley: 6th and 8th Grade Math, Single Subject Local/Limited Assignment Permit
- Patty Devlin: 6th Grade Science, Single Subject Local/Limited Assignment Permit
- Celeste Ansley: 6th Grade History, Multiple Subject Local/Limited Assignment Permit
- Sheila Hewitt: 6th Grade English & History, Multiple Subject Local/Limited Assignment Permit
- Kevin Jia: 7th Grade Math & Algebra, Single Subject Local/Limited Assignment Permit
- Ally Fromson Ho: 7th Grade History, Multiple Subject Local/Limited Assignment Permit
- Joana Dzib: 2nd Grade Teacher, Multiple Subject Provisional Internship Permit
- Paola Carrillo Lopez- 5th Grade Teacher, Multiple Subject Provisional Internship Permit
- NahJah Culberson - Kindergarten Teacher, Multiple Subject Provisional Internship Permit

Coversheet

Vote on the General Complaint Policy

Section: IV. Board Communication
Item: C. Vote on the General Complaint Policy
Purpose: Vote
Submitted by:
Related Material: 2024 DRAFT General Complaint Policy.pdf



GENERAL COMPLAINT POLICY

The Academy of Alameda (the “Charter School”) has adopted this General Complaint Policy to address concerns about the Charter School generally and/or regarding specific Charter School employees. For complaints regarding unlawful discrimination, harassment, intimidation or bullying, unlawful pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School’s Title IX Policy Prohibiting Discrimination on the Basis of Sex, the Harassment, Intimidation, Discrimination, and Bullying Policy, and/or the Charter School’s Uniform Complaint Policy and Procedures. For all other complaints, this Policy, the General Complaint Form, and accompanying procedures will be appropriate. For any questions regarding the application of this Policy or the Charter School’s other policies, please contact the Executive Director.

This Policy shall be used when a non-employee complainant raises a complaint or concern about Charter School generally or a Charter School employee.

If reasonably feasible, third-party complaints shall be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the Charter School employee directly. However, in the event an informal resolution cannot be achieved or is not appropriate, the following steps will be followed:

1. The complainant begins the process by filing a written complaint using a General Complaint Form (sample below) with the office of the Executive Director as soon as possible after the events that give rise to the complainant’s concerns. The written complaint shall set forth in detail the factual basis for the complaint;
2. The Executive Director (or designee) shall use their best efforts to ascertain the facts relating to the complaint. When applicable, the Executive Director (or designee) shall confer with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts; and
3. In the event that the Executive Director (or designee) finds that a complaint is valid, the Executive Director (or designee) shall take appropriate action to resolve the concern. In the event the complaint is against an employee of the Charter School, the Executive

Director (or designee) may take disciplinary action against the employee. As appropriate, the Executive Director (or designee) may counsel or reprimand employees as to their conduct without initiating formal disciplinary measures. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board. The decision of the Board shall be final.

4. If the complaint is about the Executive Director, the complainant may file their complaint by using a General Complaint Form (sample below) and sending it to the President of the Board, who will then conduct a fact-finding investigation or authorize a third-party investigator on behalf of the Charter School. The President or investigator will report the findings to the Board, in closed session for review and further action, if necessary.
5. The Executive Director or President (or designee) shall draft a written response to the complainant indicating that the matter has been investigated and sufficiently addressed. If appropriate, the Executive Director or President (or designee) may provide the complainant with general details about the manner of the resolution, but at all times employee and student privacy rights shall be maintained. No response will include any details about adverse action taken against a student or employee.

GENERAL ASSURANCES

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

GENERAL COMPLAINT FORM

Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) this complaint is about (if known and applicable):

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the circumstances, events, or conduct that are the basis of your complaint by providing as much factual detail as possible (*e.g.*, specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, *etc.*) (Attach additional pages, if needed):

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. Employees providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Print Name

To be completed by Charter School:
Received by:

Name Print

Date

Coversheet

Vote on the Suspension and Expulsion Policy

Section: IV. Board Communication
Item: D. Vote on the Suspension and Expulsion Policy
Purpose: Vote
Submitted by:
Related Material: 2024 DRAFT Suspension and Expulsion Policy.pdf



GROUNDS FOR SUSPENSION AND EXPULSION POLICY

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at The Academy of Alameda (“AoA” or “Charter School”). In creating this policy, AoA has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* AoA is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School’s policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Family Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School’s administration shall ensure that students and their parents/guardians¹ are notified

¹ The Charter School shall ensure that a homeless child or youth’s educational rights holder; a foster child or youth’s educational rights holder, attorney, and county social worker; and an Indian child’s tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice,

in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Principal's or Main Office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student and the student's parent/guardian and shall inform the student and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
 - l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - m. Harassed, threatened, or intimidated a student who is a complaining witness or witness

in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school- sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply

to students in any of grades 4 to 8, inclusive.

- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- u.
 - 1. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2. “Electronic Act” means the creation or transmission, originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of

having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

- (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
 - d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes,

smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of student's own prescription products by a student.

- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
 - r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 8, inclusive.
 - s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 8, inclusive.
 - x. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. “Electronic Act” means the creation or transmission, originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - a. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is

currently posted on the Internet.

- a. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - b. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
 - d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289, or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.
- c. If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.
- The term “destructive device” means) any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a student for failure of the student’s parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following

suspension. This notice shall state the specific offense(s) committed by the student as well as the date when the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student's parent/guardian will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 8, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a

teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board of Directors for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act (“FERPA”)) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

The written notice shall be in the native language of the student and the student’s parent/guardian. It shall inform the student and the student’s parent/guardian notice of the hearing, to be forwarded to the student and the student’s parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School’s disciplinary rules which relate to the alleged violation;
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student’s behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by

the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the

complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This written notice shall be in the native language of the student and/or the student's parent/guardian, shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board of Directors shall then make a final decision regarding readmission or admission of the students during the closed session of a public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting unless the parent/guardian and the Charter School agree otherwise. In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents/guardians; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Coversheet

Vote on the Suicide Prevention Policy

Section: IV. Board Communication
Item: E. Vote on the Suicide Prevention Policy
Purpose: Vote
Submitted by:
Related Material: 2024 DRAFT Suicide Prevention Policy.pdf



SUICIDE PREVENTION POLICY

The Board of Directors of The Academy of Alameda (“The Academy” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with The Academy and community stakeholders, Charter School-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating The Academy’s strategies for suicide prevention and intervention. The Academy must work in conjunction with local government agencies, community based organizations, and other community support to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, The Academy shall appoint an individual (or team) to serve as the suicide prevention point of contact for The Academy. The suicide prevention point of contact for The Academy and the Principal shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Suicide Prevention Crisis Team

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, The Academy of Alameda created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, parents, and middle and high school students.

The Academy of Alameda designates the following administrators to act as the primary and

secondary suicide prevention liaisons to lead the SPCT:

1. School Psychologist
2. Principal

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school and district data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the district and school websites;
- Collaborate with community mental health organizations,
- Identify resources and agencies that provide evidence-based or evidence-informed treatment,
- Help inform and build skills among law enforcement and other relevant partners, and
- Collaborate to build community response.

A. STAFF DEVELOPMENT

The Academy of Alameda, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training shall include the following:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Charter School has collaborated with Vector Solutions to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.
- Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.

Charter School shall ensure that training is available for new hires during the school year.

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.

- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - Youth who have suffered traumatic experiences

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - Charter School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging)

- guidelines;)
- o The factors associated with suicide (risk factors, warning signs, protective factors;)
- o How to identify youth who may be at risk of suicide;
- o Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on The Academy of Alameda guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on The Academy of Alameda guidelines;
- o The Academy of Alameda -approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- o The Academy of Alameda -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention;)
- o Responding after a suicide occurs (suicide postvention;)
- o Resources regarding youth suicide prevention;
- o Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- o Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter-School approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately

- respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

B. EMPLOYEE QUALIFICATIONS AND SCOPE OF SERVICES

Employees of The Academy of Alameda must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

C. PARENTS, GUARDIANS, AND CAREGIVERS PARTICIPATION AND EDUCATION

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This Suicide Prevention Policy shall be easily accessible and prominently displayed on The Academy of Alameda website and included in the Family Handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- Charter School shall establish and widely disseminate a referral process to all

parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.

- Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School’s website with treatment referral options marked accordingly.
- Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
 - Charter School’s referral processes and how they or their children can reach out for help, etc.

Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act (“FERPA”) generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA’s health or safety emergency provision permits the disclosure of personally identifiable information from a student’s education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

D. STUDENT PARTICIPATION AND EDUCATION

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, The Academy of Alameda along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with The Academy and is characterized by caring staff and harmonious interrelationships among students.

The Academy of Alameda’s instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Academy of Alameda’s instructional and/or social emotional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School’s instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of

young students. Under the supervision of an appropriately trained individual acting within the scope of their credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding The Academy's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

The Academy of Alameda will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

Charter School maintains a list of current student trainings, which is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

E. INTERVENTION AND EMERGENCY PROCEDURES

The Academy of Alameda designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Psychologists
- School Principal
- Middle School Counselor
- ERMHS Provider

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Principal or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at The Academy of Alameda or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit. When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.

2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
4. After a referral is made, The Academy of Alameda shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, The Academy of Alameda may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at The Academy of Alameda.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on The Academy of Alameda campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in The Academy of Alameda's safety plan. After consultation with the Charter School Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Charter School Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Academy of Alameda staff may receive assistance from The Academy counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off The Academy of Alameda campus and unrelated to school activities, the School Principal or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like The Academy of Alameda to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to

speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student;) appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan; providing parental/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

F. SUPPORTING STUDENTS DURING OR AFTER A MENTAL HEALTH CRISIS

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the Charter School Principal, another Charter School administrator, psychologist, counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. The Academy staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and the student's parent/guardian, about additional resources to support the student.

G. RESPONDING AFTER A SUICIDE DEATH (POSTVENTION)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Academy of Alameda shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Principal to conduct an initial meeting of the Suicide Prevention Crisis Team to:
 - Confirm death and cause;
 - Identify a staff member to contact the deceased's family (within 24 hours;)
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration;)
 - Share information that is relevant and that which you have permission to disclose.

- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior; and refer them to a school-based mental health professional.
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death; Staff shall not share explicit, graphic, or dramatic content, including the manner of death.
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
- Identify media spokesperson if needed.

- Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e., identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
<p>“Died by suicide” or “Took their own life”</p>	<p>“Committed suicide” Note: Use of the word “commit” can imply crime/sin</p>
<p>“Attempted suicide”</p>	<p>“Successful” or “unsuccessful” Note: There is no success, or lack of success, when dealing with suicide</p>

- Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
 - b. Support siblings, close friends, teachers, and/or students of the deceased.
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

Charter School will include the telephone numbers on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
 - Call or Text “988”
 - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text “HOME” to 741741
- Teen Line: Text “TEEN” to 839863
- Trevor Project: Text “START” to 678678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline:
 - Crisis support services of alameda county: 1-800-309-2131

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - a. Stopping a student from fighting with another student;
 - b. Preventing a pupil from committing an act of vandalism;
 - c. Defending yourself from physical injury or assault by a student;
 - d. Forcing a pupil to give up a weapon or dangerous object;
 - e. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 - f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

- B. Examples of PROHIBITED actions (corporal punishment)
 - a. Hitting, shoving, pushing, or physically restraining a student as a means of control;

- b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 - c. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain;
 - d. Taping or use of any other physical force as retaliation or correction for inappropriate behavior.
- C. Examples of PROHIBITED actions (corporal punishment)
- a. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 - b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 - c. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain;
 - d. Taping or use of any other physical force as retaliation or correction for inappropriate behavior.

Staff-Student Interactions

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

Boundaries Defined

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

Acceptable and Unacceptable Behaviors

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

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

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator

to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

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

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal. It is recommended that any such gifts be pre-approved by the Principal
2. Kissing of ANY kind
3. Massage [Note: Permitted in athletics only if provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.
4. Full frontal or rear hugs and lengthy embraces
5. Sitting students on one's lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. "Dating" or "going out with" a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a

- student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
 23. Discussing your personal troubles or intimate issues with a student
 24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
 25. Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
 26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
 27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
 28. Staff mirroring the immature behavior of minors

Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

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

Acceptable Behaviors

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Holding hands while walking with small children or children with significant disabilities
6. Assisting with toileting of small or disabled children in view of another staff member
7. Touch required under an IEP or a 504 Plan
8. Reasonable restraint of a violent person to protect self, others, or property
9. Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus
10. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to School activities or classes (communication should be initiated via transparent [non-private] School-based

- technology and equipment)
11. Keeping the door wide open when alone with a student
 12. Keeping reasonable and appropriate space between you and the student
 13. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
 14. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
 15. Keeping after-class discussions with a student professional and brief
 16. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
 17. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
 18. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
 19. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
 20. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
 21. Prioritizing professional behavior during all moments of student contact
 22. *Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career*

Duty to Report Suspected Misconduct

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of "grooming behavior," they must immediately report the matter to human resources. "Grooming behavior" is an attempt to build an emotional and/or physical connection with a minor to gain their trust for the purpose of sexual abuse. "Suspicion" means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe that a violation of the boundaries policy occurred. Prompt reporting of "unacceptable behaviors" observed in adult interactions with minors is essential to protect students, staff, any witnesses, and the school as a whole. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. When observant staff members call attention to a boundary violation(s), the likelihood of harm is greatly reduced. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Consequences

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

Coversheet

Vote on the Administration of Medication

Section: IV. Board Communication
Item: F. Vote on the Administration of Medication
Purpose: Vote
Submitted by:
Related Material: DRAFT 2024 Administration of Medication Policy.pdf

Adopted/Ratified: [January 31, 2023]

Revision Date: [INSERT]



ADMINISTRATION OF MEDICATION POLICY

The Academy of Alameda (“AoA”) staff is responsible for overseeing the administration of medication to students attending AoA during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

Definitions

- “*Authorized health care provider*” means an individual who is licensed by the State of California to prescribe medication.
- “*Authorizing physician and surgeon*” may include, but is not limited to, a physician and surgeon employed by, or contracting with, a local educational agency, a medical director of the local health department, or a local emergency medical services director.
- “*School nurse*” means an individual who is currently a credentialed and licensed registered nurse employed by AoA.
- “*Designated personnel*” or “*volunteer*” means an individual employed by AoA who has consented to administer the particular medication or emergency assistance to individuals as permitted by this policy and may legally administer the medication or emergency assistance to the individual receiving it. For the purposes of administering epinephrine auto-injectors, this also includes a holder of an Activity Supervisor Clearance Certificate who has specifically volunteered to administer epinephrine auto-injectors to a person if the person is suffering, or reasonably believed to be suffering, from anaphylaxis. To be eligible, the “designated personnel” or “volunteer” must have been designated by AoA and have received the required training as set forth in this policy.
- “*Medication*” includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies. Sunscreen is not considered a medication.

Adopted/Ratified: [January 31, 2023]

Revision Date: [INSERT]

- “*Stock albuterol inhaler*” means albuterol medication in the form of a metered-dose inhaler (MDI) that is ordered by a health care provider and is not prescribed for a specific person and also includes, if necessary, a single-use disposable holding chamber.
- “*Epinephrine auto-injector (“Epi-Pen”)*” means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction.
- “*Anaphylaxis*” means a potentially life-threatening hypersensitivity to a substance. Symptoms of anaphylaxis may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. Causes of anaphylaxis may include, but are not limited to, an insect sting, food allergy, drug reaction, and exercise.
- “*Opioid antagonist*” means naloxone hydrochloride (“NARCAN”) or another drug approved by the federal Food and Drug Administration (“FDA”) that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body, and has been approved for the treatment of an opioid overdose.
- “*Regular school day*” includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Administration of Medication with AoA Assistance

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated AoA personnel.

In order for a student to be assisted by the school nurse or other designated AoA personnel in administering medication, AoA shall obtain both:

1. A written statement from the student’s authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that AoA assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

Adopted/Ratified: [January 31, 2023]

Revision Date: [INSERT]

A. Response to Anaphylactic Reaction

The school nurse or designated personnel may use an Epi-Pen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. AoA will ensure it has the appropriate type of Epi-Pen on site (i.e., regular or junior) and stored in an accessible location to meet the needs of its students. AoA will ensure staff properly store, maintain, and restock the Epi-Pen as needed.

AoA will ensure any designated personnel are appropriately trained regarding the storage and emergency use of an Epi-Pen. Adequate training shall include all of the following:

1. Techniques for recognizing symptoms of anaphylaxis.
2. Standards and procedures for the storage, restocking, and emergency use of Epi-Pens.
3. Emergency follow-up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and physician.
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Instruction on how to determine whether to use an adult Epi-Pen or a Epi-Pen, which shall include consideration of a student's grade level or age as a guideline of equivalency for the appropriate student weight determination.
6. Written materials covering the information required pursuant to the training. A copy of these written materials shall be made accessible, such as through publicly posting at the location of the Epi-Pens.

AoA will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an Epi-Pen to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive and shall indicate the location of the Epi-Pens on campus.

B. Response to a Diabetic or Hypoglycemic Emergency

AoA provides AoA personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. An AoA employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance.

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Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.
3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and licensed health care provider.

An AoA employee shall notify the Executive Director if the employee administers glucagon pursuant to this policy.

All materials necessary to administer the glucagon shall be provided by the parent(s)/guardian(s) of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of AoA or AoA grounds, during any AoA-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e., allergies, asthma, diabetes).

C. Response to an Opioid Overdose

AoA provides AoA personnel with voluntary emergency medical training on the administration of opioid antagonists to students exhibiting potentially life-threatening symptoms, or reasonably believed to be suffering, from an opioid overdose at school or a school activity. AoA will ensure staff properly store, maintain, and restock opioid antagonists as needed.

Training shall include all of the following:

1. Techniques for recognizing symptoms of an opioid overdose.
2. Standards and procedures for the storage, restocking, and emergency use of naloxone hydrochloride or another opioid antagonist.
3. Basic emergency follow-up procedures, including, but not limited to, a requirement for the school or AoA administrator or, if the administrator is not available, another school staff member to call the emergency 911 telephone number and to contact the student's parent(s)/guardian(s).

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4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training.

The Executive Director shall distribute an annual notice to all staff regarding volunteering for training to administer opioid antagonists and a volunteer's right to rescind their offer to volunteer.

D. Response to a Seizure, Seizure Disorder or Epilepsy

Upon receipt of a request by a parent/guardian to administer anti-seizure medication when a student is suffering from a seizure, AoA may designate one or more volunteers to receive training to administer the anti-seizure medication. AoA may allow non-medical personnel to volunteer to provide medical assistance to students who are diagnosed with seizures, a seizure disorder, or epilepsy if AoA does not have a credentialed nurse or other licensed nurse on site. AoA's volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. An AoA employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance. Volunteer employees are not providing this emergency medical care for compensation, notwithstanding that the employee is a paid public employee.

Upon receipt of the parent/guardian's request, AoA shall notify the parent/guardian that their child may qualify for services or accommodations under the Section 504 plan or an individualized education program ("IEP"), assist the parent/guardian with the exploration of that option, and encourage the parent/guardian to adopt that option if it is determined that the child is eligible for a Section 504 plan or an IEP. AoA shall obtain a signed notice verifying the parent/guardian was provided this information and has the right to request a Section 504 Plan or IEP at any time. Additionally, if AoA does not have any volunteers, then AoA shall notify the parent/guardian of the student's right to be assessed for a Section 504 plan or an IEP.

Prior to administering emergency anti-seizure medication, AoA shall obtain annually a signed seizure action plan from the parent/guardian, that includes the parent/guardian's authorization, in writing for the medication to be administered to the student at school by a non-medical professional who has received training, and a copy of a statement, in writing, from the student's health care provider that includes all of the following information:

1. The student's name, the name and purpose of the medication, its prescribed dosage, method of administration and the frequency with which the medication may be administered;
2. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of an emergency anti-seizure medication becomes necessary;
3. The circumstances under which the medication may be administered;

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4. Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services, including the emergency 911 telephone number;
5. A protocol for observing the student after a seizure, including, but not limited to, whether the student should rest in the school office, whether the student may return to class, and the length of time they should be under direct observation; and
6. How and where the emergency anti-seizure medication will be stored at the school.

This plan shall be distributed to any AoA personnel or volunteers responsible for the supervision or care of the student if the parent/guardian consents in writing and will be kept in a confidential file in the nurse or Executive Director or designee's office, as applicable.

Training will occur upon volunteering and thereafter annually at no cost to the employee and will occur during regular working hours. Training will be conducted by an authorized health care professional, all training will align with any minimum standards established by the CDE, and will include:

1. Recognition of the signs and symptoms of seizures and the appropriate steps to be taken to respond to those symptoms;
2. Administration, or assisting with the self-administration of, an emergency anti-seizure medication, or a medication or therapy prescribed to treat the symptoms of seizures, seizure disorders, or epilepsy, including manual vagus nerve stimulation; and
3. Basic emergency follow-up procedures.

Any written materials used in the training shall be retained by AoA. AoA shall ensure that each employee who volunteers to administer anti-seizure medication in good faith will be provided defense and indemnification by AoA for any and all civil liability barring gross negligence, or willful or wanton misconduct, and this information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file.

Upon receipt of a parent/guardian's request to administer anti-seizure medication, AoA shall distribute a notice at least once but no more than two times per school year to all staff that includes all of the following information:

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure;
2. A description of the training that the volunteer will receive;
3. The right of an employee to rescind their offer to volunteer; and
4. A statement that there will be no retaliation against any individual for rescinding the individual's offer to volunteer, including after receiving training.

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If a volunteer rescinds the volunteer's offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, an additional two notices per school year may be distributed to all staff.

Upon administration of anti-seizure emergency medication by a volunteer employee, AoA's nurse or designated personnel shall be notified. If AoA does not employ a nurse, AoA's Executive Director or designee shall be notified.

Storage and Record Keeping

1. All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
2. Designated staff shall keep records of medication administered at AoA. The medication log may include the following:
 - a. Student's name.
 - b. Name of medication the student is required to take.
 - c. Dose of medication.
 - d. Method by which the student is required to take the medication.
 - e. Time the medication is to be taken during the regular school day.
 - f. Date(s) on which the student is required to take the medication.
 - g. Authorized health care provider's name and contact information.
 - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
3. Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

Non-Prescription Medication

[INSERT]

[INSERT]