



# Urban Montessori Charter School

## UMCS Special Board Meeting

Amended on July 30, 2020 at 1:45 PM PDT

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### Date and Time

Friday July 31, 2020 at 3:00 PM PDT

### Location

<https://us02web.zoom.us/j/5102904005>

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PER GOVERNOR NEWSOM'S SHELTER IN PLACE EXECUTIVE ORDER DATED MARCH 19, 2020 ([WHICH IS HERE IN ITS ENTIRETY](#)) AND BY ORDER OF THE HEALTH OFFICER OF THE COUNTY OF ALAMEDA DATED JUNE 5, 2020 (Revised June 18, 2020 and July 19, 2020) ([WHICH IS HERE IN ITS ENTIRETY](#)): THIS WILL BE A VIRTUAL-ONLY MEETING

Join Zoom Meeting: <https://us02web.zoom.us/j/5102904005>

Meeting ID: 510 290 4005

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If you have any trouble getting on the Zoom, please text 510-290-4005 for support.

Members: Loren Bentley Tammero, Olivia Couch, Jan Faraguna, Christina Greenberg, Greg Klein, Davis Leung, Nancy McAfee Flemming, Hae-Sin Thomas, Stacey Wang

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available via [http://www.urbanmontessori.org/board\\_of\\_directors](http://www.urbanmontessori.org/board_of_directors).

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### Agenda

	Purpose	Presenter	Time
I. Opening Items			3:00 PM

**A. Call the Meeting to Order** Davis Leung 1 m

This meeting is being audio-recorded.

**B. Record Attendance** Davis Leung 1 m

**C. Review of Action/Discussion Items** Discuss Davis Leung 1 m

With input from the board, the Chair may decide, based upon a number of factors, to reorder the action/discussion items to best suit the needs of the meeting. No additional action/discussion items will be added at this time.

**D. Board Member Comment** Davis Leung 5 m

Any board member wishing to speak to an issue regarding UMCS that does not pertain to an agenda item may do so at this time. No further discussion or action will take place following each board member's comments.

**E. Presentations from the Floor** Davis Leung 10 m

PRESENTATIONS ON NON-AGENDA ITEMS – Any person wishing to speak to any item not on the agenda will be granted three minutes to make a presentation. Speakers requiring translation shall have double time.

*"What if [we] listened to others so deeply that they felt loved, accepted, and safe in [our] presence, no matter what they had to say?" -- Steve Shapiro, Author*

**II. Approval of the Minutes 3:18 PM**

**A. Action Item - discuss and vote on the minutes from the June 30, 2020 Special Meeting** Approve Minutes Greg Klein 2 m

Approve minutes for Special Board Meeting on June 30, 2020

**III. Executive and Governance Committee 3:20 PM**

**A. Action Item - discuss and vote on Agreement for the Release of Directory Information to Families in Action for Quality Education** Vote Greg Klein 10 m

As part of upcoming 2020 School Board elections, FIA seeks to support with 501(c)3 related "get out the vote" and voter information support. This is a FERPA-compliant use of Directory Information.

**IV. Closed Session 3:30 PM**

**A. Conference with Legal Counsel -- anticipated litigation. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one potential case** Discuss Krishna Feeney 30 m

"Closed Session" is always agendized ahead of time as a "Discuss" item. If any votes are taken during any Closed Session, those are reported out publicly upon return to Open Session.

**V. Return to Open Session 4:00 PM**

**A. Report out of any closed session action(s)** Vote Davis Leung 1 m

"Return to Open Session" is always agendized ahead of time as a "Vote" item. It is not meant to indicate the the Board *shall* take an action at this time. If any votes are taken during any Closed Session, those are reported out publicly at this time on the agenda.

**VI. Closing Items 4:01 PM**

**A. Adjourn Meeting** Vote Davis Leung 1 m

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

**SPECIAL PRESENTATIONS MAY BE MADE** Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

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## Cover Sheet

### Action Item - discuss and vote on the minutes from the June 30, 2020 Special Meeting

<b>Section:</b>	II. Approval of the Minutes
<b>Item:</b> Special Meeting	A. Action Item - discuss and vote on the minutes from the June 30, 2020
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Special Board Meeting on June 30, 2020



## Urban Montessori Charter School

### Minutes

#### Special Board Meeting

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##### Date and Time

Tuesday June 30, 2020 at 5:30 PM

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PER GOVERNOR NEWSOM'S SHELTER IN PLACE EXECUTIVE ORDER DATED MARCH 19, 2020 ([WHICH IS HERE IN ITS ENTIRETY](#)) AND BY ORDER OF THE HEALTH OFFICER OF THE COUNTY OF ALAMEDA DATED MARCH 16, 2020 ([WHICH IS HERE IN ITS ENTIRETY](#)): THIS WILL BE A VIRTUAL-ONLY MEETING

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Members: Loren Bentley Tammero, Koren Clark, Olivia Couch, Jan Faraguna, Christina Greenberg, Greg Klein, Davis Leung, Nancy McAfee Flemming, Fred Mooradally, Hae-Sin Thomas, Stacey Wang

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**Directors Present**

C. Greenberg (remote), D. Leung (remote), G. Klein (remote), L. Bentley Tammero (remote), N. McAfee Flemming (remote), O. Couch (remote)

**Directors Absent**

F. Mooradally, H. Thomas, J. Faraguna, K. Clark, S. Wang

**Guests Present**

D. Bissonnette (remote), K. Feeney (remote)

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**I. Opening Items**

**A. Call the Meeting to Order**

D. Leung called a meeting of the board of directors of Urban Montessori Charter School to order on Tuesday Jun 30, 2020 @ 5:36 PM.

**B. Record Attendance**

**C. Review of Action/Discussion Items**

None

**D. Board Member Comment**

None

**E. Presentations from the Floor**

None

**II. Approval of the Minutes**

**A. Action Item - discuss and vote on the minutes from the June 25, 2020 Special Meeting**

G. Klein made a motion to approve the minutes from Special Board Meeting on 06-25-20.

C. Greenberg seconded the motion.

No public comment. The board **VOTED** to approve the motion.

**Roll Call**

J. Faraguna	Absent
F. Mooradally	Absent
G. Klein	Aye
O. Couch	Aye
C. Greenberg	Aye
D. Leung	Aye
L. Bentley Tammero	Aye
S. Wang	Absent
H. Thomas	Absent
N. McAfee Flemming	Aye
K. Clark	Absent

**III. Head of School**

**A. Action Item - discuss and vote on Crown moving estimate proposal contract (above \$10,000)**

Krishna introduced the discussion on the contract to move us to our new location. She shared information ahead of time with the Board -- and remains linked publicly to the agenda document for this meeting. The contract is more than we hoped it would be, but should not make a material impact on our budget for the upcoming year, and we have to move.

No public comment.

C. Greenberg made a motion to approve the moving contract with Crown.

G. Klein seconded the motion.

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

**Roll Call**

D. Leung	Aye
H. Thomas	Absent
N. McAfee Flemming	Aye
K. Clark	Absent
G. Klein	Aye
L. Bentley Tammero	Aye
J. Faraguna	Absent
S. Wang	Absent
F. Mooradally	Absent
O. Couch	Aye
C. Greenberg	Aye

**IV. Closing Items**

**A. Adjourn Meeting**

L. Bentley Tammero made a motion to adjourn.

D. Leung seconded the motion.

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

**Roll Call**

N. McAfee Flemming	Aye
J. Faraguna	Absent
K. Clark	Absent
D. Leung	Aye
L. Bentley Tammero	Aye
S. Wang	Absent
H. Thomas	Absent
C. Greenberg	Aye
F. Mooradally	Absent
O. Couch	Aye
G. Klein	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:51 PM.

Respectfully Submitted,

G. Klein

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**Documents used during the meeting**

- Crown Estimate & Proposal.pdf

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## Cover Sheet

### Action Item - discuss and vote on Agreement for the Release of Directory Information to Families in Action for Quality Education

**Section:** III. Executive and Governance Committee  
**Item:** A. Action Item - discuss and vote on Agreement for the Release of Directory Information to Families in Action for Quality Education  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Agreement for the Release of Directory Information.pdf

## AGREEMENT FOR THE RELEASE OF DIRECTORY INFORMATION

This Agreement for the Release of Directory Information (“Agreement”) is entered into as of August 1<sup>st</sup>, 2020 (“Effective Date”) by and between Families in Action for Quality Education (“FIA”), a California unincorporated association, and Urban Montessori Charter School, a California nonprofit public benefit corporation operating Urban Montessori Charter School (“Charter School”).

### RECITALS

WHEREAS, FIA is a coalition of public charter schools and partner organizations serving over 9,000 public school students in Oakland that empowers parent and family leaders from Oakland to advocate for access to quality schools.

WHEREAS, FIA seeks to conduct a neutral voter registration drive (the “Project”) in the Oakland area. A detailed description of the Project is attached hereto as Exhibit A.

WHEREAS, FIA, as part of the Project, seeks to obtain contact information for families within the Oakland area.

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) defines “directory information” as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed and typically includes a student’s name, address, telephone listing and electronic mail address.

WHEREAS, subject to the requirements of FERPA, information designated as directory information may be disclosed upon request without written parental consent.

WHEREAS, FIA seeks to obtain directory information from Charter School.

NOW, THEREFORE, the Parties agree as follows:

### AGREEMENT

1. **Term of the Agreement.** The term of this Agreement will commence on the Effective Date, and the Agreement will remain in effect until terminated by one or more of the Parties, as provided in Section 11 of this Agreement.
2. **Disclosure of Directory Information.** Charter School will provide FIA with the following directory information:
  - Parent name,
  - Parent mailing address,
  - Parent email address, and
  - Parent phone number.

3. **Use of Directory Information.** FIA shall maintain and use the disclosed directory information exclusively for the Project.
4. **Opt-Out of Parents.** FIA shall provide Charter School parents the opportunity to “opt-out” of any communications from FIA.
5. **No Commercial Advertising.** FIA shall not use the disclosed directory information to engage in commercial targeted advertising.
6. **No Disclosure to Profitmaking Entity.** FIA shall not redisclose the disclosed directory information to a private profitmaking entity.
7. **Destruction or Return of Directory Information.** FIA shall destroy or return all directory information provided by Charter School pursuant to this Agreement upon request or upon the termination of this Agreement.
8. **Compliance with Applicable Laws.** FIA shall adhere to all applicable federal, state, and local laws and regulations in its use of the directory information disclosed by Charter School pursuant to this Agreement.
9. **FERPA Compliance.** Charter School acknowledges its duty to comply with all applicable FERPA requirements and regulations for protecting Personally Identifiable Information as defined by 34 CFR § 99.3.
10. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. For purposes of this Agreement, written notice shall be provided as follows:  
To FIA:  
Priscilla Zamora, FIA Special Projects Manager, fiaoakland@gmail.com, 510-203-0712  
  
To Charter School:  
Krishna Feeney, Head of School, 4551 Steele Street, Oakland, CA 94619, krishnaf@urbanmontessori.org, 510-842-1181
11. **Limitation of Liability.** Neither party shall be liable to the other party or to any person claiming rights derived from the other party’s rights, for indirect, incidental, consequential, special, punitive or exemplary damages of any kind, as a result of breach of any term of this Agreement, regardless of whether the party allegedly liable was advised, had reason to know or in fact knew of the possibility thereof.
12. **Indemnification.** FIA shall hold harmless and indemnify Charter School, including its directors, officers, employees, agents and related entities, against, any loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on Charter School’s part, arising out of or in connection with the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim or potential liability in connection with the exercise or performance of any of its powers or duties hereunder. Indemnification shall extend to claims and liabilities arising under FERPA and

other state and federal laws in connection with the disclosure of directory information pursuant to this Agreement.

- 13. **No Agency Relationship.** Neither Party is the agent of the other Party nor does either Party have any power to bind the other Party or to assume or to create any obligation of responsibility, express or implied, on behalf of the other Party in the other Party's name. The Agreement shall not be construed as creating a partnership or any other form of legal association which would impose liability upon one Party for the act or failure to act of the other Party.
- 14. **Amendment.** This Agreement may only be modified by a written agreement between and signed by both Parties indicating the intent to modify this Agreement.
- 15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous oral or written statements or agreements concerning the subject matter hereof. The introduction and recitals contained herein are hereby incorporated by this reference and are binding upon the Parties hereto.
- 16. **Governing Law.** This Agreement is a contract entered into and shall be construed and interpreted in accordance with the laws of the State of California.
- 17. **Severability.** If a court of competent jurisdiction deems any provision of this Agreement invalid, illegal, or unenforceable, then that determination shall not invalidate or render unenforceable any other provision of this Agreement.
- 18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. **Authority:** Each signatory to this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement.

IN WITNESS WHEREOF, FIA and Charter School have executed this Agreement as of the Effective Date.

Signed: \_\_\_\_\_  
Priscilla Zamora, Special Projects Manager  
Families in Action for Quality Education

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Krishna Feeney, Head of School  
Urban Montessori Charter School

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Davis Leung, Board Chair  
Urban Montessori Charter School

Date: \_\_\_\_\_