

**GENERAL, FISCAL AND OPERATIONAL
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA UNIFIED SCHOOL DISTRICT
AND ACADEMY OF ALAMEDA, INC.
2024-2025**

This Memorandum of Understanding (“Agreement”) is executed between the Alameda Unified School District and Academy of Alameda, Inc. (hereafter referred to as “AOA”), a 501c (3) tax exempt non-profit public benefit corporation, that operates Academy of Alameda Charter School (“Charter School”).

1. RECITALS

- 1.1. The Alameda Unified School District (hereinafter referred to as “District”) is a school district existing under the laws of the State of California.
- 1.2. AOA is a California non-profit public benefit corporation that operates The Academy of Alameda (Charter School) existing under the laws of the state of California and under supervisory oversight of Alameda Unified School District. AOA shall be responsible for and have all rights and benefits attributable to the Charter School, as further outlined herein.
- 1.3. The District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of AOA and the District governing their respective fiscal and administrative responsibilities, legal relationship and operation of the Charter School.
- 1.4. If the terms of this Agreement conflict with the terms of the Charter documents (“Charters”), this Agreement will control the handling or resolution of the particular issue in question. In addition, if the Charter is silent on an issue addressed by this Agreement, this Agreement shall control.

2. AGREEMENTS

2.1. Terms

2.1.1. This Agreement will govern the relationship between the District and the Charter School regarding the operation of the Charter School and the relationship of the District and Charter School.

2.1.2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.

2.1.3. The duly authorized representative of the Charter School is the Executive Director, or designee.

2.1.4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District.

2.1.5. The term of this Agreement shall be one year, commencing effective July 1, 2024 and terminating June 30, 2025. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.

2.1.6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

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

2.2. Student Records

2.2.1. District shall provide, within ten (10) working days of the request of a Charter School, or sooner if required by applicable state or federal law, any cumulative file information regarding any student who previously attended District and who has enrolled in that Charter School, including but not limited to information regarding special education and related services. District recognizes the receiving Charter School as its authorized agent under the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. Section 1232g) ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and other applicable state privacy laws and regulations for the actions described in this subsection.

2.2.2. Charter School shall be responsible for ensuring that student data is entered into a District-approved student information system, including average daily attendance, enrollment, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunization, discipline/suspension/expulsion and other information as provided in the student system available to individual District school sites.

2.2.3. Charter School, to the extent required by law, shall be responsible for establishing procedures and taking reasonable precautions to secure student data. Charter School shall notify the District promptly of any known breach.

2.3. Legal Relationship

2.3.1. The Parties recognize that AOA is a separate legal entity that operates the Charter School under the supervisory oversight of the District.

2.3.2. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of the Charter School or about that Charter School shall be forwarded by the District to the Charter School. District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq.

2.3.3. Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§54950 et seq.);

- The California Public Records Act (Cal. Gov. Code, §§6250 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, §§81000 et seq.);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§11164 et seq.);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§1400 et seq.);
- The Americans with Disabilities Act (42 U.S.C. §§12101 et seq.);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§621 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§794 et seq.);
- Education Code Sections 200 and 220 (prohibiting discrimination); • The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§4600 et seq.);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§1232g et seq.);
- Local Control Funding Formula (California Assembly Bill 97, as codified);
- All applicable state and federal laws and regulations concerning the improvement of student achievement.

2.4. Oversight Obligations

District oversight obligations include, but are not necessarily limited to:

2.4.1 Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter School and the District.

2.4.2 Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to inquiries regarding its financial records.

2.4.3 Any process conducted in compliance with Education Code Section 47607 related to the issuance of a notice to remedy or other corrective notice related to one or both Charter School’s operations, including document request, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

2.4.4 For purposes of fiscal oversight and monitoring by the District, Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

2.5. Student Data

For purposes of fiscal oversight and monitoring by the District, Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

2.5.1. The Charter School shall submit student enrollment projections to the District by May 1 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to the Charter School shall be provided to the District. Charter School shall annually provide the District a list of names and addresses of students enrolled along with the school district of residence

of each respective student no later than September 1 of each year.

2.5.2. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District by January 6, April 20, and June 20, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for making such an amendment. In addition, the Charter School shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) by no later than October 31 of each year, including the R-30 Report. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. Charter School shall ensure that coding of student information conforms to District student information system requirements.

2.5.3. The Charter School's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

2.6 Special Education

2.6.1 A child with disabilities attending the Charter School shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school. The agency that granted the charter shall monitor to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Act (IDEA).

2.6.2 This agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.

2.6.3. The Charter School is currently a member of Special Education Local Plan (SELPA) as a Charter School under the Local Education Agency (LEA).

2.6.4. Section 504 and the Americans with Disabilities Act: It is agreed that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act (Section 504) nor under the Americans with Disabilities Act. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students.

2.6.5. Identification and Referral of Students: Following all Special Education compliance requirements, the Charter School has the responsibility to make referrals for identification and assessments of any students who are enrolled in the Charter School who are believed to be eligible for special education assessment and/or services. Prior to making any referral, the Charter School shall conduct a student study team, if at all possible (given a parent's right to refuse such an option) to determine if alternative interventions are appropriate. All referrals shall be immediately processed by the Charter School or delivered to the contracted service provider for consultation, identification and assessment.

2.6.6. Assessment of Students: Pursuant to the Individuals with Disabilities Education Act (IDEA) Child

Find mandate, the Charter School will determine what assessments covering all areas of suspected disability or concern, and if any are necessary, arrange for such assessments for all referred students. They are also responsible for all annual assessments, for tri-annual assessments, and for any assessment for Related Instructional Service.

2.6.7. Individualized Education Program (IEP): The Charter School shall be responsible for arranging and conducting the necessary IEP meetings. The Charter School shall be responsible for providing adequate meeting rooms at the Charter School, having the designated representative of the Charter School in attendance at the IEP meeting, in addition to representatives who are knowledgeable about the regular educational program at the Charter School. Further, the Charter School responsibilities shall include documentation of the IEP meeting and the provision of parent rights in accordance with the current County SELPA and district requirements, as well as reporting into the designated District or County reporting system.

2.6.8. Eligibility and Placement: Decisions regarding eligibility, goals/objectives, program placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with federal and state law and shall include the representative of the Charter School or designee. Services and placement shall be provided to all eligible Charter School students in accordance with the IDEA, and the policies, procedures and requirements of the County SELPA, and shall be provided by the Charter School.

2.6.9 Interim Placement: For students who enroll in the Charter School with a current IEP, it is the responsibility of the Charter School to implement the existing IEP at the Charter School. The Charter School will also require, as part of its admissions process that prospective students consent to acquisition from the student's prior school of their cum files, including all special education files. For students who were previously enrolled in the district classes, the district agrees to forward the student's cumulative file including all special education files to the Charter School within ten (10) days of notification.

2.6.10. Educational Services and Program: To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the Charter School shall provide such services through a contract with a third party special education provider(s). All services required by the IEP will be provided by the Charter School and its contractor(s).

2.6.11. Parent/Guardian Concerns: The Charter School shall ensure all parents of students with disabilities receive their parent's rights. Parent/guardian concerns regarding special education services shall be directed to the Charter School. The Charter School shall address the parent/guardian concerns. The Charter School shall distribute with its admissions material information pertaining to the provision of special education services provided by the Charter School.

2.6.12. Complaints: The Charter School shall address, respond, investigate, and take any and all necessary action to respond to all complaints received under, including but not limited to the uniform complaining procedure, involving special education and IDEA compliance, complaints received from the California Department of Education, Special Education Division, Office of Civil Rights (OCR) or other entities or parties.

2.6.13. Due Process Hearing: The Charter School may initiate a due process hearing or mediation on behalf of the student enrolled in the Charter School as the Charter School determines is legally necessary to meet the Charter School's responsibilities under federal and State law. In the event that parents/guardians file for a due process hearing, the Charter School shall be responsible for the

defense, resolution, costs, and implementation of the required actions.

2.6.14 SELPA Activities and Meetings: Reports to the Charter School regarding SELPA decisions, policies, etc., shall be communicated to the Charter School. To the extent that the district and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to the Charter School and its staff. To the extent that site staff has the opportunity to participate in committee meetings of the SELPA as representatives of the district, such opportunities shall be made available to Charter School Staff.

2.6.15. Special Education Funding: The cost of all special education services and instruction shall be borne by the Charter School.

2.7 Personnel Data/Credential Data

Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by the Charter School at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by the Charter School that credentialing requirements imposed on the Charter School under NCLB have been met. Charter School shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code Section 44237 for Charter School's employees.

2.8 Budget/Financial Data

2.8.1 Budget Data

A preliminary budget shall be provided to the District and the Alameda County Superintendent of Schools for review at least ten days prior to the Charter School's Board meeting at which the budget is to be approved. All key budget variables, including revenue, expenditures, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents.

A copy of the adopted budget shall be provided to the District by no later than June 25 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by the Charter School's Boards of Directors.

A copy of any revisions to Charter School's budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, and then, followed by annual updates.

2.8.2 Cash Flow Data

District shall be notified at least three weeks in advance of Board of Directors action to incur short- or long-term debt on behalf of a Charter School, and financing documents shall be made available for District review upon request.

2.8.3 Financial Data

Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

The First Interim Financial Report shall be provided to the District and the Alameda County Superintendent of Schools by December 1 of each year, and shall reflect changes through October 31; the Second Interim Financial Report shall be provided to the District by March 1 of each year, and shall reflect changes through January 31.

The Unaudited Actuals Financial Report shall be provided to the District and the Alameda County Superintendent of Schools by September 5 of each year.

Charter School is required to provide the District with reasonable written assurances that demonstrate fiscal responsibility and planning in each financial decision over \$50,000, including entering into contracts and loans, within ten (10) days of entering into such financial commitments.

2.8.4 Financial Audit

The Charter School shall provide a copy of Charter School's Audited Financial Report to the District, the Alameda County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by the Charter School through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Failure to obtain an approved remediation plan will be considered fiscal mismanagement within the meaning of Education Code Section 47607(c) (3).

2.9 Payment of Fees and Charges

On a quarterly basis, District shall bill Charter School for the fees and charges set forth in the Alternative Facilities Use Agreement in force between the parties. Charter School shall pay the invoice within 45 days of receipt.

2.10 Governance Data Meeting Information

Copies of meeting agendas for meetings of the Charter School Board of Directors shall be posted to the Charter School's facility and website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be posted at the facility and to the Charter School's website within 5 days after their approval by the governing board. Charter School shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to the District from each meeting upon approval of same.

The Charter School shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

2.11 Personnel Policies

A copy of Charter School's personnel and payroll policies shall be provided by September 1.

2.12 Insurance

As detailed in the long-term lease between the Charter School and District, Charter School shall maintain:

- (1) **Liability Insurance.** Commercial general liability insurance with respect to the Site and Dedicated Space, if any, and the operations of or on behalf of the Charter School in, on or about the Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the School as required by the District as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of the District. The policy shall be endorsed to name the Alameda Unified School District as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the AOA Charter School's insurance primary; provided, however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the AOA Charter School.
- (2) **Property Insurance.** Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the AOA Charter School's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain a waiver of subrogation in favor of the District. With regard to such property insurance, the District agrees that the AOA Charter School shall have the right to participate in insurance policies obtained by the District where such policies are less expensive or otherwise more advantageous to the AOA Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that the AOA Charter School has no obligation hereunder to purchase earthquake coverage.
- (3) **Workers' Compensation, Employer Liability.** Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the AOA Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- (4) **Insurance Against Employee Theft or Dishonesty.** The Charter School shall maintain coverage against employee theft and dishonesty with a minimum coverage of \$1 M per occurrence.
- (5) **Automobile Insurance.** The Charter School shall maintain coverage for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars (\$1,000,000) per occurrence..

Copies of all policies of insurance, endorsements and memoranda of coverage detailed above shall be included in this contract with Charter School execution and provided automatically when renewed to

the District's Business Services Department at 2060 Challenger Drive, Alameda, CA 94501. Failure to carry required insurance coverage detailed above shall be considered breach of contract terms.

A copy of the Charter School's Health and Safety Plans shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

2.13 Hold Harmless

Under this Amendment, Charter School agrees to indemnify, defend and hold the District harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the activities under this Agreement and the Charter School and the rights, responsibilities, and obligations of Charter School hereunder, resulting from the conduct, in whole or in part (comparative liability), of Charter School, its officers, trustees, agents, representatives, or employees under this Agreement, to the extent permitted by law, those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of AUSD, its officers, employees, agents, representatives, and invitees.

2.14 Programmatic/Performance Audit

The Charter School will prepare an annual performance report and shall provide all information necessary to demonstrate that the Charter School is pursuing adequately and/or meeting the applicable accountability standards defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wise basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of the Charter School's admissions practices during the year and data regarding the number of students enrolled and the number on waiting lists; analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints. The performance audit shall be provided to the District by December 31 of each year.

2.15 Instructional Materials

The Charter School shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

2.16 Other

2.16.1 The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District or the Alameda County Office of Education.

2.16.1.1 Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.

2.16.1.2 The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. In keeping with GAAP, the Charter School must maintain a minimum reserve for economic uncertainties (designated fund balance) of at least 3% of year-end expenditures of the Charter School.

2.17 Other Services to be provided to Charter School

At the option of the Charter School, the District agrees to negotiate to provide Other Services in addition to the Administrative Services and Oversight Obligations set forth herein. The Parties agree that these Other Services will be billed at rates and at times to be determined through negotiations.

2.18 Legal Counsel

The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

2.19 Enrollment of Expelled Students

Neither the Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.

2.20 Provision of Documents

With all Parties understanding that some state, federal, and county documents directed toward one party may be mailed to the other party, the Parties agree to pass on such documents and forms to the addressed recipient in a timely manner so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which are accessible on the internet on its own.

2.21 Non-Assignment

No party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of AOA with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

2.22 Severability

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

2.23 Reimbursement of Mandated Costs

The Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

2.24 Dispute Resolution

All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter, provided, however, that disputes related to revocation of the

Charter or acts or omissions of the Charter School that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code Section 47607.

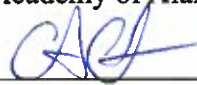
2.25 Enforcement of Agreement

It is understood and agreed that any material violation of the Agreement is subject to the provisions of Education Code Section 47607(c), and the terms of the Agreement may be enforced by civil action. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court) in such action shall be entitled to its/his/her reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment.

For: Alameda Unified School District

For: Academy of Alameda, Inc.

Kirsten Zazo, Assistant Superintendent
of Educational Services



Christine Chilcott, Executive Director

Dated: _____

Dated: 6/14/2024

Approved and ratified this _____ day of _____, 2024 by the AOA Board by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Certification by the AOA Executive Director: 

Christine Chilcott

Approved and ratified this _____ day of _____, 2024 by the Board of Education of the Alameda Unified School District by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Jennifer Williams
President, AUSD Board of Education

Certified by: Pasquale Scuderi
Secretary, Board of Education