# GENERAL, FISCAL AND OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA UNIFIED SCHOOL DISTRICT AND THE ACADEMY OF ALAMEDA 2015 - 2016

This Memorandum of Understanding ("Agreement") is executed between the Alameda Unified School District and the Academy of Alameda, (hereafter referred to as "AoA"), a 501c (3) tax exempt non-profit public benefit corporation, that operates the Academy of Alameda Charter School and the Academy of Alameda Charter Elementary 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. The Academy of Alameda is a California non-profit public benefit corporation that operates The Academy of Alameda Charter School and Academy of Alameda Charter Elementary School (hereinafter referred to as "Charter Schools"), two public charter schools existing under the laws of the state of California and under supervisory oversight of Alameda Unified School District. The Academy of Alameda shall be responsible for and have all rights and benefits attributable to the Charter Schools, as further outlined herein. Where this Agreement obligates the Charter Schools to a particular course of action, the Academy of Alameda shall also be so obligated.
- 1.3. The District is the authorizing agency of the Charter Schools. This Agreement is intended to outline the agreement of the Charter Schools and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter Schools.
- 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 Charters are silent on an issue addressed by this Agreement, this Agreement shall control.

#### 2. AGREEMENTS

# 2.1. <u>Terms</u>

- 2.1.1. This Agreement will govern the relationship between the District and Charter Schools regarding the operation of the Charter Schools and the relationship of the District and Charter Schools.
- 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 each Charter School is its 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 Schools shall be initiated by the designated representative of Charter Schools 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 on July 1, 2015 and terminating June 30, 2016. This entire Agreement is subject to approval by the respective governing boards of the District and Charter Schools.
- 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.

#### 2.2. Fiscal Relationship

- 2.2.1. In accordance with Education Code section 47613, Charter Schools shall pay District an amount equal to 3% of Charter Schools' combined Local Control Funding Formula (LCFF) revenues each year as more particularly set forth in Attachment A hereto. (The 3% fee shall not be applied to lottery funds. The 3% fee shall also not apply to grant money for which Charter Schools apply as a single entity.)
- 2.2.2. In addition to supervisory oversight services as set forth herein and in the Charter, District may provide, and Charter Schools may agree to purchase, administrative and other services from District, as provided herein.
- 2.2.3. By May 15 of each year, each Charter School shall provide District with a proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions.
- 2.2.4. In addition to supervisory oversight services as set forth herein and in the Charter, District has agreed to provide, and Charter Schools have agreed to purchase, administrative and other services from District, as provided herein.
- 2.2.5. Charter Schools have opted to receive funding from the state directly, pursuant to Education Code Section 47651 for the 2014-2015 fiscal year. District shall ensure the appropriate and timely reporting of data and transfer of funds to the Charter Schools on any funds received by the district on behalf of the Charter Schools. District will also ensure timely transfer of property tax funds due to Charter Schools as required by Education Code Section 47635 *et seq*. For Academy of Alameda Charter School, average daily attendance, for purposes of Section 47635, shall be based on the number of students enrolled in that Charter School multiplied by its prior year average daily attendance as a percentage of enrollment as reported to the California Basic Education System. For Academy of Alameda Charter Elementary School, average daily attendance, for purposes of Section 47635, shall be based on the number of students enrolled in that Charter School multiplied by the projected average daily attendance as a percentage of enrollment as set forth in its charter application.
- 2.2.6. Charters Schools and District will annually negotiate the extent to which local operating funding sources of revenue, such as the Measure A Parcel Tax, will be shared. This will occur prior to the presentation of the annual visitation report to the District

school board. If agreement cannot be reached, the matter will proceed through the dispute resolution process as outlined in the Charters.

- 2.2.7. For each subsequent year, Charter Schools will inform District by December 15 whether they will opt to receive funding from the state through District ("local funding") or from the state directly ("direct funding") and will meet and confer with District on the operational consequences of Charter Schools' funding election.
- 2.2.8. The Charter Schools must obtain written approval from the District at least ten (10) days before securing loans or other short-term funding apart from normal state subventions for charter schools. Any requests for approval of a loan or short-term funding shall include: the amount of the proposed loan; the proposed repayment schedule; the impact on the Charter School(s) current operating budget and its multiyear financial plan; and evidence that potential lender(s) have been notified, in writing that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the proposed loan. The District shall respond to any valid request within 10 business days. If the District determines at any time in the loan application/repayment schedule that the Charter School(s) is/are in danger of default, the District may initiate notification to the Charter School(s) regarding the possibility of revocation.
- 2.2.9. Charter Schools shall use a District-approved attendance report system to contemporaneously record and account for average daily attendance ("ADA"). These records will be auditable. Charter Schools will report ADA figures to District, who shall report this information to County Office of Education or California Department of Education, as appropriate, and on a timely basis. Charter Schools have obtained a CDS Code number from the California Department of Education. District will complete and submit enrollment and other necessary demographic information to the Alameda County Office of Education, to the California Basic Education Data System (CBEDS"). Charter Schools shall ensure that the results of all state-mandated standardized tests are reported as required by applicable law.

#### 2.3. Student Records

- 2.3.1. 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 Charter Schools as its authorized agents under the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. Section 1232g) ("FERPA") for the actions described in this subsection.
- 2.3.2. Charter Schools shall be responsible for ensuring that student data is entered into a District-approved student information system. Data shall include 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. Such data shall be made available to the District upon request.

# 2.4. <u>Legal Relationship</u>

- 2.4.1. The Parties recognize that AoA is a separate legal entity that operates the Charter Schools under the supervisorial oversight of the District.
- 2.4.2. AoA shall be wholly responsible for the Charter Schools' operations and shall manage its operations efficiently and economically within the constraints of the Charter Schools' annual budget.
- 2.4.3. Charter Schools shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter Schools shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter Schools enters into an agreement or contract that the obligation of the Charter Schools under such agreement or contract are solely the responsibility of the Charter Schools and are not the responsibility of the District.
- 2.4.4. AoA and the Charter Schools shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the Charter Schools' operations, the conduct of their business or from any activity, work, or other things done, permitted or suffered by AoA or the Charter Schools; provided, however, that the AoA and Charter Schools shall not have any obligation to indemnify, hold harmless or defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property resulting from or arising out of the negligence or willful malfeasance of the District, its trustees, officers, employees and agents. The District shall indemnify, hold harmless, and defend AoA and the Charter Schools, their trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from its oversight of the Charter Schools' operations and conduct of its business as set forth in this MOU; provided, however, that the District shall not have any obligation to indemnify, hold harmless or defend AoA, the Charter Schools, their trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property resulting from or arising out of the negligence or willful malfeasance of the Charter Schools, their trustees, officers, employees and agents or any person or entity not subject to the District's oversight.
- 2.4.5. The Charter Schools will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code Section 54950 et seq.), the California Public Records Act (Gov. Code, Section 6250 et seq.) and conflict of interest laws, including without limitation, the Political Reform Act (Gov. Code, Section 87100) and Government Code Section 1090 et seq."

  The Charter Schools shall also comply with all applicable federal and state laws

concerning the maintenance and disclosure of student records, including, without limitation, FERPA, all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. Section 6301) et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

2.4.6. 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 the 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. 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.

# 2.5. Oversight Obligations

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

- 2.5.1. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charters and amendments to the Charter sand the relationship between the Charter Schools and the District.
- 2.5.2. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
  - Visiting the Charter Schools at least once per year;
  - Ensuring that the Charter Schools submit the reports and documents identified in subsections 2.6 2.14 below as well as any other reports required by the Charters and the Agreement.
  - Monitoring the fiscal condition of the Charter Schools;
  - Notifying the State of California upon the occurrence of any of the events described in Education Code Section 47604.32(e).
- 2.5.3 Charter Schools shall promptly respond to all reasonable inquiries of the District, including, but not limited to inquiries regarding its financial records.
- 2.5.4 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 the Charter Schools' operations, including document request, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- 2.5.5 Charter Schools may, upon request, process Charter Schools' STRS and PERS through the District in accordance with Education Code Section 47611.3. The

District may charge the Charter Schools for the actual cost of the reporting services, under Education Codes Section 47611.3.

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

#### 2.6. Student Data

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

- 2.6.1. The Charter Schools 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 Schools shall be provided to the District. Charter Schools 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.
- 2.6.2. Charter Schools shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter Schools 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 Schools shall provide the District with all submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) no later than seven days after the Charter Schools submit that data to the state. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. Charter Schools shall ensure that coding of student information conforms to District student information system requirements.
- 2.6.3. The Charter Schools' student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

# 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 each 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 Schools 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 each Charter School that credentialing requirements imposed on that Charter School under NCLB have been met. Charter Schools 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 Schools' 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 Schools' Boards of Directors.

A copy of any revisions to Charter Schools' 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 each Charter School will be the responsibility of that 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 Schools are 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

Charter Schools shall provide a copy of the Charter Schools' 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 relevant 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. Governance Data Meeting Information

Copies of meeting agendas for meetings of each Charter School's 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 Schools 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 Schools 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.

#### 2.10. Personnel Policies

A copy of Charter Schools' personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.

#### 2.11. Risk Management Data

Copies of all policies of insurance and memoranda of coverage shall be provided by Charter Schools to the District annually by no later than two weeks prior to the commencement of school.

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

#### 2.12. Programmatic/Performance Audit

Charter Schools will prepare an annual performance report and shall provide all information necessary to demonstrate that each Charter School is pursuing adequately and/or meeting the applicable accountability standards described in the NCLB, including adequate yearly progress, as defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals

specified in each 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 Schools' 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.

# 2.13. Instructional Materials

Charter Schools 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.

# 2.14. Other

- 2.14.1. Charter Schools 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.
  - 2.14.1.1. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
  - 2.14.1.2. Charter Schools shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. In keeping with GAAP, 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.
- 2.14.2. Notwithstanding anything to the contrary in the 2015-16 Facilities Use Agreement, Charter Schools' employees shall be permitted to use the Adult School employee restroom. Charter Schools' custodian shall be responsible for the cleaning of the Adult School employee restroom during the Charter Schools' school day.

#### 2.15 Educational Services

- 2.15.1 Section 504 Services: AoA shall be solely and exclusively responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504). The Charter Schools agree to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. The Charter Schools will develop, maintain and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s).
- 2.15.2 Charter Schools have applied and been accepted to the Sonoma SELPA, accordingly the following provisions regarding special education shall apply: <u>Responsibility for Special Education and Related Services</u>. As an LEA within the Sonoma SELPA, AoA shall be solely responsible for the provision of special education and related services to student enrolled in the Charter Schools. AoA

shall ensure that a free appropriate public education ("FAPE") shall be provided for all students with disabilities, regardless of the severity of their disabilities, attending the Charter Schools in accordance with state and federal legal mandates, and the Sonoma Local Plan.

- 2.15.3 Special Education Funding. As an LEA within the Sonoma SELPA, AoA shall receive special education funding from Sonoma County in accordance with the Sonoma SELPA Allocation and Budget Plan. The District shall have no obligation or responsibility to collect, allocate or otherwise provide funding for special education and related services for students attending the Charter Schools.
- 2.15.4 Indemnification. AoA shall indemnify and hold the district harmless from and against any and all liability, arising from acts or omissions related to the provision of special education and related services for student enrolled at the Charter Schools. This indemnification shall include the costs of the legal defense of the District, its officials and employees, and against special education due process hearing complaints, and/or complaints to state or federal agencies. If, in the District's opinion, a conflict exists between the District, AoA and/or the Charter Schools regarding the defense of such a claim, the District shall select its own legal counsel, and AoA shall provide payment of the District's associated legal costs. AoA shall assume no responsibility to indemnify or hold harmless the District for claims or allegations against the District related to services or rights while the student was enrolled in the District. The District shall indemnify and hold harmless AoA from and against any and all liability, arising from acts or omissions related to the provision of special education and related services for students enrolled at a District school. This indemnification shall include the costs of the legal defense of the Charter Schools, their officials and employees, and against special education due process hearing complaints, and/or complaints to state or federal agencies. If, in a Charter School's opinion, a conflict exists between the District, AoA and/or that Charter School regarding the defense of such a claim, the Charter School shall select its own legal counsel, and District shall provide payment of the Charter School's associated legal costs. The District shall assume no responsibility to indemnify or hold harmless the Charter Schools for claims or allegations against the Charter Schools related to services or rights while the student was enrolled in the Charter Schools while AoA operated as an LEA within the Sonoma SELPA.

# 2.16 Other Services to be provided to Charter School

2.16.1 At the option of the Charter Schools, 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 annually as outlined in Attachment A: Other Services.

Food service. Charter School students and staff shall have access to breakfast and lunch food service comparable to that available to current District students and staff. Charter Schools' students eligible for free and reduced meals will receive credits through the Charter School in which they are enrolled. District shall be

entitled to and responsible for collecting any federal or state funds available for support of free and reduced meals for Charter Schools' students.

Technology Information Systems. District shall provide Charter Schools access to the Follett Library system.

Professional Development. District agrees to offer Charter Schools access to District-sponsored professional development provided that Charter School agrees to reimburse District any additional cost District incurs as a result of Charter School's participation in the professional development.

#### 2.17 Attendance at social and athletic events

AoA students will be eligible to participate in AUSD clubs, interscholastic athletics, student leadership and similar activities to the same extent as other students who are not AUSD students as set forth in applicable Board Policy and Administrative Regulations.

# 2.18 <u>Legal Counsel</u>

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 both 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

Neither 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 the Charter School 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

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

# 2.24 <u>Dispute Resolution</u>

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 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: The Academy of Alameda (AoA)			
Sean McPhetridge, Superintendent	Matt Huxley, Executive Director			
Dated:	Dated:			
Approved and ratified this day of following vote:	, 2014 by the Charter School Board by the			
AYES: NOES: ABSTAINS:				
Certification by the Academy of Alameda Exe	ecutive Director:			
Matt Huxley, Executive Director				

	ratified thisth day of ied School District by the follo	, 2015 by the Board of Tru wing vote:	stees of the
AYES: NOES: ABSTAINS:			
Certified by:			
Sean McPhetri	idge, Secretary, Board of Trusto	ees	

# ALAMEDA UNIFIED SCHOOL DISTRICT ACADEMY OF ALAMEDA MIDDLE SCHOOL Estimated FISCAL IMPLICATIONS 2015-2016

	DESCRIPTION			DETAIL	AMOUNT
Oversight Obligations	LCFF/Revenue Limit Sources	(a) \$3,551,035.00		551,035.00	
	Fee 3%		\$	0.03	
	Oversight and Accountability Charges				\$ 106,531
AUSD Information Management and	Support				
	Ausd Network/Internet Support		\$	8,650.00	
	AUSD Follett support		\$	250.00	•
	Information Mgmt Systems & Support	(b)			\$ 8,900
	Follett Application support per School		\$	1,802.00	<b>\$</b>
	Information Systems Subscriptions	(b)			1,802
	TOTAL DIRECT CHARGES				\$ 117,233
	TOTAL UTILITIES	-			\$ 38,790
ESTIMATED CHARGES 2015-	·2016				\$ 156,023

a) Based on Budget Report 2015-2016

- b) Based on 2014-15 IT charges
- c) Based on Actual Charges through May 2015 and June 2015 estimate.