

BOARD OF EDUCATION AGENDA

REGULAR MEETING
November 12, 2024 - 5:30 PM

Niel Tam Educational Center - AUSD District Office

2060 Challenger Drive Marina Conference Room
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive). The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: publiccomments@alamedaunified.org. Public comments received prior to 5:00 PM on November 11, 2024, will be distributed to the Board of Education prior to the meeting.
2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room at the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Real Property Negotiators (Govt. Code §54956.8) Agency designated

representative: Shariq Khan, Assistant Superintendent, Business Services (one case):

- 1) Property address: 210 Central Avenue, Alameda, California 94501

Student Discipline, Student Suspension, Student Expulsion, or Student Expulsion Readmittance Govt. Code § 35146, 48918 (two cases):

- 1) Student ID #99316
2) Student ID #87107

3. *****

Reconvene to Public Session - 6:30 PM - Marina Conference Room

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation

Meeting locations are listed at the top of the agenda.
A speaker slip must be submitted to speak on any item in person.

Remote Participation via Teams on a Computer/Smart Phone/Device

Ensure you are using the most current version of the Teams app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Microsoft Teams

Join the meeting

Meeting ID: 295 120 650 545

Passcode: dNq9F9

To view the live stream of the public meeting at 6:30pm, please log onto the Teams link above.

- 4. Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance
5. Call to Order - 6:30pm - Marina Conference Room in Niel Tam Educational Center (2060 Challenger Drive) - Introduction of Board Members and Staff
6. Closed Session Action Report

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. COMMUNICATIONS

- 1. Recognition of Outgoing Board Member Margie Sherratt (10 Mins/Information)

2. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Teams). Once public comments begin, additional speaker slips and raised hands will not be accepted. If we experience technical difficulties or if there is a disruption, the Board may discontinue Zoom public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: publiccomments@alamedaunified.org.
3. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
4. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
5. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
6. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)
7. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.
8. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

D. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Exhibit G to the Memorandum of Understanding regarding Employee Housing and Pass-Through Funds Between the District and the Housing Authority of the City of Alameda
6. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8. Proclamation: Ruby Bridges Day in Alameda Unified School District - November 14, 2024
9. Proclamation: Inclusive Schools Week - December 1-7, 2024
10. Ratification of Contracts Executed Pursuant to Board Policy 3300
11. Resolution No. 2024-2025.19 Approval of Budget Transfers, Increases, Decreases
12. Resolution No. 2024-2025.20 Approving Charter Renewal Petition for The Academy of

Alameda (AoA)

13. Resolution No. 2024-2025.21 Authorization to Dispose of Surplus Property
14. Resolution No. 2024-2025.22 Approval of Notice of Completion: Classroom Furnace Replacements at Earhart Elementary School
15. Resolution 2024-2025.23 California's Sikh American Awareness and Appreciation Month

E. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. 2023-24 Math and English Language Arts Smarter Balance Assessment Consortium (SBAC) Results (20 Mins/Information)
2. Update on Enrollment for 2025-26 School Year (10 Mins/Information)
3. Heat Mitigation in Classrooms: Potential Cooling Strategies (10 Mins/Information)

F. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Ballena Conference Room at the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type: Closed Session

Background: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room at the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Real Property Negotiators (Govt. Code §54956.8) Agency designated representative: Shariq Khan, Assistant Superintendent, Business Services (one case):

1) Property address: 210 Central Avenue, Alameda, California 94501

Student Discipline, Student Suspension, Student Expulsion, or Student Expulsion Readmittance Govt. Code § 35146, 48918 (two cases):

1) Student ID #99316

2) Student ID #87107

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Recognition of Outgoing Board Member Margie Sherratt (10 Mins/Information)

Item Type: Information

Background: The Governing Board provides leadership and citizen oversight of the district's schools. Working together, the Governing Board and the Superintendent establish a long-term vision for the District; maintain an effective organizational structure; and adopt policies, curriculum, budget, and the collective bargaining agreement.

Stretching far beyond just the boundaries of Alameda, Board Members and the Superintendent also provide community leadership and advocacy at the local, state, and national levels on behalf of children, district programs, and public education in general.

These vital roles are integral to the functioning of the District. Margie Sherratt served her term as Board member from December 2012 - December 2016. Ms. Sherratt then returned to the Board in the Fall of 2023 when the Board had a vacancy due to then Board Vice President Megan Sweet resigning her position.

Ms. Sherratt has worked as a teacher, counselor, and principal in AUSD. She served on the Board of Education from 2010 to 2014 and was Board President from 2012 to 2013. She endorsed and campaigned for parcel tax Measures E, B1, and A and bond Measures C and I, and she and her late husband, Don Sherratt, also volunteered with the Alameda Boys Club, Girls, Inc. of the Island City, and the Alameda Education Foundation

Ms. Sherratt stepped in for this "second" term in office at a time when Alameda Unified School District was in the middle of a very important parcel tax renewal campaign.

Ms. Sherratt answered the call when the District needed steady and consistent leadership in order to continue to receive the funding from the parcel tax that provides approximately \$12 million/year in revenue. Alameda Unified School District wishes to recognize, appreciate, and acknowledge Board Member Margie Sherratt, for her diligent service and commitment to the governance of Alameda Unified School District.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Pasquale Scuderi, Superintendent

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2024-2025 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Certificated Personnel Actions	10/23/2024	Backup Material
<input type="checkbox"/> Classified Personnel Actions	11/13/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2024-2025 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
□ Classified Personnel Actions	10/23/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific schools or departments, and for specific use.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$309,110.78.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	10/29/2024	Backup Material

**2024-2025
Summary Site Donations
October 14, 2024 - October 28, 2024**

Slip Date	Site	Donor	Amount	Site Total	Total Donations
10/16/2024	Alameda Adult School	Mounierha Mosed	\$ 22.00		
				\$ 22.00	
10/1/2024	Alameda HS	Peter McNab/Elizabeth McNab	\$ 375.00		
10/1/2024	Alameda HS	Steve Lavietes/Kristan Lavietes	\$ 300.00		
10/1/2024	Alameda HS	Naomi Wortis	\$ 275.00		
10/1/2024	Alameda HS	Joel Welter	\$ 210.00		
10/1/2024	Alameda HS	Susan Schonberg	\$ 150.00		
10/1/2024	Alameda HS	Albert Chiu Hui	\$ 125.00		
10/1/2024	Alameda HS	Eric D. Long/Andrea L. Long	\$ 100.00		
10/1/2024	Alameda HS	Amy Miller/Bradley Hange	\$ 100.00		
10/1/2024	Alameda HS	The Saum Living Trust	\$ 100.00		
10/1/2024	Alameda HS	Andrew Labatt	\$ 100.00		
10/1/2024	Alameda HS	Mary Fischer/Steven Mack	\$ 100.00		
10/1/2024	Alameda HS	Sarah McAdam/Michael Edgelow	\$ 75.00		
10/1/2024	Alameda HS	Ralph Concepcion	\$ 75.00		
10/1/2024	Alameda HS	Erin Cogan	\$ 30.00		
10/1/2024	Alameda HS	Phoebe Grow	\$ 30.00		
10/1/2024	Alameda HS	William Tran	\$ 30.00		
10/1/2024	Alameda HS	Michelle Lau-Seim/Andrew Lau-Siem	\$ 30.00		
10/1/2024	Alameda HS	Meghan Lynch Forder	\$ 30.00		
10/1/2024	Alameda HS	Jacob Avidon/Maia Werner-Avidon	\$ 30.00		
10/1/2024	Alameda HS	Carrie Purins/Erik Purins	\$ 30.00		
10/1/2024	Alameda HS	Christopher Wong/Michelle Wong	\$ 30.00		
10/1/2024	Alameda HS	Michael Johnson/Kristin Kobey	\$ 30.00		
10/1/2024	Alameda HS	Nancy Pun	\$ 30.00		
10/1/2024	Alameda HS	John Bae	\$ 30.00		
10/1/2024	Alameda HS	Tuyet Thanh Thi Mai	\$ 30.00		
10/1/2024	Alameda HS	Elaine Huang/Edward Huang	\$ 30.00		
10/1/2024	Alameda HS	Kathleen Von Martens	\$ 30.00		
10/1/2024	Alameda HS	Miachel Smith	\$ 30.00		
10/1/2024	Alameda HS	Scott Larsen/Shelly Sheppard	\$ 30.00		
10/1/2024	Alameda HS	Joanna Langs	\$ 30.00		
10/1/2024	Alameda HS	The Wilson Living Trust	\$ 30.00		
10/1/2024	Alameda HS	Dean Arima	\$ 30.00		
10/1/2024	Alameda HS	Albert Leung/Veronica Leung	\$ 30.00		
10/1/2024	Alameda HS	Peter Huddleson/Christine Huddleson	\$ 30.00		
10/1/2024	Alameda HS	Svetlana Rishina	\$ 30.00		
10/1/2024	Alameda HS	Stephen Johnson/Marcie Soslau	\$ 30.00		
10/1/2024	Alameda HS	Kevin Russert Walsh/Jeri Countryman	\$ 30.00		
10/2/2024	Alameda HS	Stephen Johnson/Marcie Soslau	\$ 425.00		
10/2/2024	Alameda HS	Nicolas Alan Barillaro	\$ 350.00		
10/6/2024	Alameda HS	St. Joseph Notre Dame HS	\$ 750.00		
10/7/2024	Alameda HS	Patrick Sutton/Suzanne Sutton	\$ 250.00		
10/7/2024	Alameda HS	Hilda Gee	\$ 45.00		
10/7/2024	Alameda HS	Roderick Hirsch/Patricia Sanchez	\$ 45.00		
10/7/2024	Alameda HS	Tatia Lira/Francisco Lira	\$ 25.00		
10/7/2024	Alameda HS	Thanhnhha Vu	\$ 25.00		
10/7/2024	Alameda HS	Pscal Depaz	\$ 25.00		
10/7/2024	Alameda HS	Matt Parker	\$ 25.00		
10/7/2024	Alameda HS	Ross Goodman	\$ 25.00		
10/8/2024	Alameda HS	Huddle Tickets/Go Fan	\$ 215.00		
10/8/2024	Alameda HS	John Casselberry	\$ 90.00		
10/8/2024	Alameda HS	Cuc Hua/Bao Truong	\$ 45.00		
10/8/2024	Alameda HS	Tabitha Cagan	\$ 45.00		
10/8/2024	Alameda HS	John A. Puccini/Francesca Puccini	\$ 45.00		
10/8/2024	Alameda HS	Margaret Cosby/Thomas Cosby	\$ 45.00		
10/8/2024	Alameda HS	Christina Burke/Ryan Burke	\$ 45.00		
10/8/2024	Alameda HS	Maricris Wong	\$ 45.00		

**2024-2025
Summary Site Donations
October 14, 2024 - October 28, 2024**

10/8/2024 Alameda HS	Nathan Wolfe/Miriam Solano-Montes	\$	45.00
10/8/2024 Alameda HS	Michael Douglas Cochran/Aimee Nicole Cochran	\$	45.00
10/8/2024 Alameda HS	Faiza Flores	\$	45.00
10/8/2024 Alameda HS	Sabrina Kavanaugh/Thomas Kavanaugh	\$	45.00
10/8/2024 Alameda HS	Kathleen Hackett	\$	45.00
10/8/2024 Alameda HS	Gordon Williams/Anna Williams	\$	45.00
10/8/2024 Alameda HS	Erik Johannessen/Andrea Johannessen	\$	45.00
10/8/2024 Alameda HS	David Yong-Gun Chin/Clemence Tissot-Chin	\$	45.00
10/8/2024 Alameda HS	Maria Islas-Banthi/Shannon Wirth	\$	45.00
10/8/2024 Alameda HS	Dan Sharleen Goldfield	\$	45.00
10/8/2024 Alameda HS	Timothy Reed/Shondella Reed	\$	45.00
10/8/2024 Alameda HS	The Enrique & Melanie Martin Del Campo	\$	45.00
10/8/2024 Alameda HS	Shaofeng Chen/Xiumei Zhang	\$	45.00
10/8/2024 Alameda HS	Rodney Komatsu	\$	45.00
10/8/2024 Alameda HS	Charmian Matulac	\$	40.00
10/8/2024 Alameda HS	Bill Wailim Ho/Li Ho	\$	25.00
10/8/2024 Alameda HS	Derek Yu/Debra Safren-Yu	\$	25.00
10/8/2024 Alameda HS	Angela Bach	\$	25.00
10/8/2024 Alameda HS	Sarah Singer/Joshua Singer	\$	25.00
10/8/2024 Alameda HS	Jesse Griffin	\$	25.00
10/8/2024 Alameda HS	Stephanie Piper/Thaddeus Lisowski	\$	25.00
10/8/2024 Alameda HS	Johnny Le/Jiyoung Ko	\$	25.00
10/8/2024 Alameda HS	George Steinbach/Spring Steinbach	\$	25.00
10/8/2024 Alameda HS	Mey Phu	\$	25.00
10/8/2024 Alameda HS	Erna Josiah-David	\$	25.00
10/9/2024 Alameda HS	Huddle Tickets/Go Fan	\$	1,051.00
10/9/2024 Alameda HS	The Ha Family	\$	50.00
10/9/2024 Alameda HS	Margaret Cosby/Thomas Cosby	\$	45.00
10/9/2024 Alameda HS	Hector Corrada Bravo	\$	40.00
10/9/2024 Alameda HS	Anna Johnson	\$	20.00
10/10/2024 Alameda HS	Cash	\$	2,413.00
10/10/2024 Alameda HS	Cash	\$	990.00
10/11/2024 Alameda HS	Kerri Lonergan	\$	25.00
10/14/2024 Alameda HS	Cash	\$	1,875.00
10/16/2024 Alameda HS	Robert Todd Brantley/Helena Brantley	\$	75.00
10/16/2024 Alameda HS	Roy Mui/Man Ying Mui	\$	75.00
10/16/2024 Alameda HS	Vincent Wu	\$	75.00
10/16/2024 Alameda HS	David Stroller/Kristen Stroller	\$	75.00
10/16/2024 Alameda HS	Tracy Hazelton	\$	75.00
10/16/2024 Alameda HS	Vincent Leonard	\$	75.00
10/16/2024 Alameda HS	Gretel Valleser	\$	75.00
10/16/2024 Alameda HS	Michael Johnson/Kristin Kobey	\$	75.00
10/16/2024 Alameda HS	Luis Cruz	\$	75.00
10/16/2024 Alameda HS	James Connolly	\$	75.00
10/16/2024 Alameda HS	Kristy Carling/Christopher Carling	\$	75.00
10/16/2024 Alameda HS	Jeffery Johnson/Michele Johnson	\$	75.00
10/16/2024 Alameda HS	Robert Mak/Dan Wu	\$	75.00
10/16/2024 Alameda HS	Doris Ung	\$	75.00
10/16/2024 Alameda HS	Ronald Graham/Inbal Graham	\$	75.00
10/16/2024 Alameda HS	Michael Wilson/Rachael Coumbe	\$	75.00
10/16/2024 Alameda HS	James Edison	\$	75.00
10/16/2024 Alameda HS	Ricky Wells	\$	75.00
10/16/2024 Alameda HS	Shakhar Gajare	\$	75.00
10/16/2024 Alameda HS	Karen Garcia/Agustin Garcia	\$	75.00
10/16/2024 Alameda HS	Ms. Chang Zhu	\$	75.00
10/16/2024 Alameda HS	Eric Long/Andrea Long	\$	75.00
10/16/2024 Alameda HS	Peter Yoo/Sarah Yoo	\$	75.00
10/16/2024 Alameda HS	Cindy Song/Steven Song	\$	75.00
10/16/2024 Alameda HS	Henny Huynh/Tony Ha	\$	75.00
10/16/2024 Alameda HS	Michelle Lim	\$	75.00
10/16/2024 Alameda HS	Chaohui Yu/Yanna Li	\$	75.00

**2024-2025
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10/16/2024 Alameda HS	Gabriel Beil/Andrea Beil	\$	75.00
10/16/2024 Alameda HS	Ian Boyd	\$	75.00
10/16/2024 Alameda HS	Carol Tomono/Brian Tomono	\$	75.00
10/16/2024 Alameda HS	Naomi Wortis	\$	75.00
10/16/2024 Alameda HS	Taylor Lam/Wai Ching Fan-Lam	\$	75.00
10/16/2024 Alameda HS	Jay Yin/Joyce Chen	\$	75.00
10/16/2024 Alameda HS	Tina Lau/Peter Lau	\$	75.00
10/16/2024 Alameda HS	Michele Gee/Brian Tomlinson	\$	75.00
10/16/2024 Alameda HS	Elaine Huang/Edward Huang	\$	75.00
10/16/2024 Alameda HS	Jeffrey Scott Petersen/Barbie Wong	\$	75.00
10/16/2024 Alameda HS	Alina Stark	\$	60.00
10/16/2024 Alameda HS	Jason Dean/Ritsuko Koga	\$	60.00
10/16/2024 Alameda HS	George Arroyo/Laurel Gorman Arroyo	\$	35.00
10/16/2024 Alameda HS	Roy Mui/Man Ying Mui	\$	35.00
10/16/2024 Alameda HS	John Vuong Quoc Vu	\$	30.00
10/16/2024 Alameda HS	Joel Welter/Blanche Kim	\$	30.00
10/16/2024 Alameda HS	Gunther Hofmann/Kristin Moeller	\$	30.00
10/16/2024 Alameda HS	James Lynch/Christine Lynch	\$	30.00
10/16/2024 Alameda HS	Barmak Vessali	\$	30.00
10/16/2024 Alameda HS	Charles William Pell/Uyen Thi Vuong	\$	30.00
10/16/2024 Alameda HS	Jason Elter/Camille Estes	\$	30.00
10/16/2024 Alameda HS	Jason Overton/Mary Overton	\$	30.00
10/16/2024 Alameda HS	Michael Jonas/Katherine Sharp Jonas	\$	30.00
10/16/2024 Alameda HS	Jason Cenidoza/Maricell Cenidoza	\$	30.00
10/16/2024 Alameda HS	Philip Luo/Pamela Telschow Luo	\$	30.00
10/16/2024 Alameda HS	Saravana Suthanthira	\$	30.00
10/16/2024 Alameda HS	Linda Quong	\$	30.00
10/16/2024 Alameda HS	Timothy Stowe	\$	30.00
10/16/2024 Alameda HS	Marek Gilbert/Eve Gilbert	\$	30.00
10/16/2024 Alameda HS	Stefan Banducci/Arlene Banducci	\$	30.00
10/16/2024 Alameda HS	Sonya Jones/Nathan Jones	\$	30.00
10/16/2024 Alameda HS	William McCants/Casey McCants	\$	30.00
10/16/2024 Alameda HS	Sherry Perez/Michael Perez	\$	30.00
10/16/2024 Alameda HS	Lisa Schulz/Glenn Kuhn	\$	30.00
10/16/2024 Alameda HS	Jonathan De La Cruz/Erika De La Cruz	\$	30.00
10/16/2024 Alameda HS	Evan Ackiron/Rowena Manlapaz	\$	30.00
10/16/2024 Alameda HS	Ursula Salamanca Aldana	\$	30.00
10/16/2024 Alameda HS	Rui Guan/Vivian Guan	\$	30.00
10/16/2024 Alameda HS	Mark Sloan/Monica Bell	\$	30.00
10/16/2024 Alameda HS	Peter Kha/Stephanie Phung-Kha	\$	30.00
10/16/2024 Alameda HS	Doris Ung	\$	30.00
10/16/2024 Alameda HS	Janice Ryan/Terrence Ryan	\$	30.00
10/16/2024 Alameda HS	David Lamb/Anne Kelsey Lamb	\$	30.00
10/16/2024 Alameda HS	Kelly Gregor Harlaud	\$	30.00
10/16/2024 Alameda HS	Laura LeGaux	\$	30.00
10/16/2024 Alameda HS	Monica Dortch/Marshall Dortch	\$	30.00
10/16/2024 Alameda HS	Erin Kimi Maruyama/Wataru Maruyama	\$	30.00
10/16/2024 Alameda HS	Kathleen Passmore/Carrie Guthrie	\$	30.00
10/16/2024 Alameda HS	K. Schutjer	\$	30.00
10/16/2024 Alameda HS	Erik Stone/Dianna Stone	\$	30.00
10/16/2024 Alameda HS	Lily Lin/Laurence Lee	\$	30.00
10/16/2024 Alameda HS	Kathy Choi/Harold Leung	\$	30.00
10/16/2024 Alameda HS	David Going/Teresa Going	\$	30.00
10/16/2024 Alameda HS	Mitchell Brack/Tomoko Brack	\$	30.00
10/16/2024 Alameda HS	Cam Do	\$	30.00
10/16/2024 Alameda HS	Monica Bhatnagar	\$	30.00
10/16/2024 Alameda HS	Samuel Woldesemayat/Emnet Chala	\$	30.00
10/16/2024 Alameda HS	Sarah McAdam/Michael Edgelow	\$	30.00
10/16/2024 Alameda HS	Evan Schwimmer/Lauren Schwimmer	\$	30.00
10/16/2024 Alameda HS	Roderick Hirsch/Patricia Sanchez	\$	30.00
10/17/2024 Alameda HS	East Bay Community Foundation	\$	13,894.00

**2024-2025
Summary Site Donations
October 14, 2024 - October 28, 2024**

10/17/2024 Alameda HS	Cash	\$	2,823.00	
10/17/2024 Alameda HS	Cash	\$	1,520.00	
10/18/2024 Alameda HS	Huddle Tickets/Go Fan	\$	1,052.00	
10/18/2024 Alameda HS	Huddle Tickets/Go Fan	\$	207.00	
				<u>\$ 36,640.00</u>
10/6/2024 ASTI	Elizabeth Petro	\$	200.00	
10/8/2024 ASTI	Gail Payne/Robert Mann	\$	300.00	
10/8/2024 ASTI	Naranbat Purevdorj	\$	200.00	
10/9/2024 ASTI	Jingxuan Li	\$	200.00	
				<u>\$ 900.00</u>
10/3/2024 Bay Farm	Bay Farm PTA	\$	7,300.00	
10/14/2024 Bay Farm	Joy Kaney	\$	350.00	
				<u>\$ 7,650.00</u>
9/23/2024 Earhart	The Blackbaud Giving Fund	\$	88.00	
				<u>\$ 88.00</u>
10/2/2024 Ed Services	Alameda Education Foundation	\$	5,000.00	
10/2/2024 Ed Services	Alameda Education Foundation	\$	1,500.00	
10/7/2024 Ed Services	Philanthropic Ventures Foundation	\$	496.00	
				<u>\$ 6,996.00</u>
9/27/2024 Encinal HS	Encinal High School Music Boosters	\$	8,668.00	
9/27/2024 Encinal HS	Encinal High School Athletic Boosters	\$	1,800.00	
9/27/2024 Encinal HS	El Cerrito HS Student Activity Fund Aquatics	\$	1,175.00	
9/27/2024 Encinal HS	Ukiah High School	\$	850.00	
9/27/2024 Encinal HS	City of Alameda	\$	750.00	
9/27/2024 Encinal HS	College Park Athletic Booster Club	\$	750.00	
9/27/2024 Encinal HS	Benicia High School	\$	425.00	
9/27/2024 Encinal HS	Cardinal Newman High School	\$	425.00	
9/27/2024 Encinal HS	Onetl Inc. Athletic Boosters	\$	425.00	
9/27/2024 Encinal HS	New Haven Unified School District	\$	325.00	
9/30/2024 Encinal HS	Cash	\$	928.00	
				<u>\$ 16,521.00</u>
10/1/2024 Franklin	Franklin Elementary PTA	\$	166,364.00	
				<u>\$ 166,364.00</u>
9/23/2024 Lincoln	Michele Cushner	\$	23.00	
9/23/2024 Lincoln	Aiyun Gu	\$	23.00	
9/23/2024 Lincoln	Jessica Adams	\$	27.00	
9/23/2024 Lincoln	Megan Denhardt	\$	50.00	
9/23/2024 Lincoln	Sung Park	\$	27.00	
9/24/2024 Lincoln	Suzy Arena	\$	23.00	
9/24/2024 Lincoln	Helya Adel	\$	27.00	
9/25/2024 Lincoln	Tara Saba	\$	50.00	
9/25/2024 Lincoln	Christina Burke	\$	27.00	
9/29/2024 Lincoln	Jonathan Adams	\$	23.00	
9/30/2024 Lincoln	Liam Geiman	\$	27.00	
9/30/2024 Lincoln	Bayana Go	\$	50.00	
9/30/2024 Lincoln	Cindy Ou	\$	27.00	
10/1/2024 Lincoln	Lincoln Middle PTA	\$	10,067.64	
10/1/2024 Lincoln	Thaddeus Lisowski	\$	27.00	
10/2/2024 Lincoln	AJ Zhang	\$	23.00	
10/6/2024 Lincoln	Jennifer Urbietta	\$	23.00	
10/9/2024 Lincoln	Alina Baugh	\$	23.00	
10/10/2024 Lincoln	Priscilla Cheung	\$	50.00	
10/11/2024 Lincoln	Blackbaud Giving Fund	\$	150.00	
10/16/2024 Lincoln	Deirdre Mooney	\$	27.00	
10/17/2024 Lincoln	Lincoln MS PTA	\$	9,500.00	
				<u>\$ 20,294.64</u>
10/9/2024 Love	Love Elementary PTA	\$	15,000.00	
				<u>\$ 15,000.00</u>

**2024-2025
Summary Site Donations
October 14, 2024 - October 28, 2024**

9/30/2024 Maya Lin	Maya Lin PTA	\$	280.00	
10/3/2024 Maya Lin	Chris Ellsworth	\$	5.00	
10/17/2024 Maya Lin	Maya Lin PTA	\$	27,465.00	
				<u>\$ 27,750.00</u>
10/3/2024 Otis	Ping Leah	\$	15.85	
10/3/2024 Otis	Cathy Vital	\$	15.85	
10/3/2024 Otis	Oliver Viveier	\$	15.85	
10/4/2024 Otis	Maya Lin PTA	\$	7,292.50	
10/4/2024 Otis	Nola L Barr	\$	15.85	
10/4/2024 Otis	Lisa Freitas	\$	15.85	
10/4/2024 Otis	Emily Rehfuss	\$	15.85	
10/4/2024 Otis	Amanda LaThanh	\$	15.85	
10/6/2024 Otis	Qiyu Huang	\$	15.85	
10/7/2024 Otis	Drew Dara-Abrams	\$	15.85	
10/7/2024 Otis	Masouma Mohammadi	\$	15.85	
10/7/2024 Otis	Stacy Sheare Arad	\$	15.85	
10/7/2024 Otis	Seth Luersen	\$	15.85	
10/7/2024 Otis	Dimple Kanji	\$	15.85	
10/8/2024 Otis	John Curry	\$	15.85	
10/8/2024 Otis	Yang Wang	\$	15.85	
10/9/2024 Otis	Moti Sorkin	\$	15.85	
10/9/2024 Otis	Ashley Handzar	\$	15.85	
10/9/2024 Otis	Bret Thelen	\$	15.85	
10/9/2024 Otis	Chuck Pinkert	\$	15.85	
10/10/2024 Otis	Sunny Martim	\$	15.85	
10/10/2024 Otis	Brian Lucena	\$	15.85	
10/10/2024 Otis	Dan Cung	\$	15.85	
10/15/2024 Otis	Jay Castro	\$	15.85	
10/15/2024 Otis	Chanda Koeun	\$	15.85	
				<u>\$ 7,672.90</u>
10/3/2024 Paden	Paden PTA	\$	1,700.00	
				<u>\$ 1,700.00</u>
10/1/2024 Ruby Bridges	Unknown	\$	300.00	
10/1/2024 Ruby Bridges	Brian Landers/Van Diep	\$	60.00	
10/1/2024 Ruby Bridges	Marie Camama	\$	60.00	
10/2/2024 Ruby Bridges	Marie D"Angelo	\$	60.00	
				<u>\$ 480.00</u>
10/15/2024 Wood MS	Rachel Madrigal	\$	30.00	
9/20/2024 Wood MS	IDEAL Fund	\$	1,002.24	
				<u>\$ 1,032.24</u>
				<u>\$ 309,110.78</u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: Education Code 42631 requires the Board of Education to review and approve all payments from district funds.

The uploaded register contains *ten (10)* redactions where posting that information would violate confidentiality. Therefore, the district is posting all bills and warrants except for those redacted.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$3,724,569.67.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary of Register	10/29/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Exhibit G to the Memorandum of Understanding regarding Employee Housing and Pass-Through Funds Between the District and the Housing Authority of the City of Alameda

Item Type: Action

Background: The county currently manages funds designated for AUSD to develop affordable housing, as established by a 1991 pass-through agreement with the City's former redevelopment authority. This agreement stipulates that the funds can only be used for low- or very low-income housing units. Unfortunately, these funds have been inadequate for AUSD to finance its own housing projects, and the income restrictions would exclude many AUSD employees from eligibility for any new units.

To address this, AUSD and the Alameda Housing Authority (AHA) signed a Memorandum of Understanding (MOU) on May 22, 2018, allowing the AHA to utilize the pass-through funds to finance affordable housing developments. In return, the AHA commits to setting aside units in these developments specifically for AUSD employees. Additionally, the City has amended its inclusionary housing regulations to provide AUSD employees with an extra preference point, enhancing their chances of accessing new moderate-income housing throughout the city. This collaboration aims to ensure that the pass-through funds contribute to building new affordable housing for the community while maximizing eligibility for AUSD employees.

The attached Exhibit G outlines the proposed Pass-Through for 2615 Eagle Avenue development for the 2025-26 fiscal year, as well as funds allocated as for the 2026-27 fiscal year. Board approval of this item would allow the District to move forward with funding the specified projects in accordance with the MOU.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Because the funds are held by the County, there is no material change to the District's budget. District would receive small service fee to cover administrative costs of MOU.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	Exhibit G	10/29/2024	Exhibit
▣	Memorandum of Understanding_2018	10/29/2024	Backup Material
▣	Exhibit D_2018	10/29/2024	Exhibit
▣	Exhibit E_2021	10/29/2024	Exhibit
▣	Exhibit F_2022	10/29/2024	Exhibit

EXHIBIT G

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 40
(7/1/25 - 6/30/26)

Housing Development Activities Approved (city-wide) July 1, 2025 – June 30, 2026

- 1) 2615 Eagle Avenue 50 new units / 16 Low (acquisition, pre-development) \$ 1,000,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 25-26	\$ 1,000,000
Total Approved for Reimbursement	\$ 1,000,000

FUTURE COMMITMENTS

- 1) 2615 Eagle Avenue 50 new units / 16 Low (pre-development) \$ 2,000,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 26-27	\$ 2,000,000
Total Approved for Reimbursement	\$ 2,000,000

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA
AND
THE ALAMEDA UNIFIED SCHOOL DISTRICT

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and effective as of May 23, 2018 (the “**Effective Date**”) by and between the Housing Authority of the City of Alameda (the “**Authority**”), whose address is 701 Atlantic Avenue, Alameda, CA 94501, and the Alameda Unified School District (the “**District**”), whose address is 2060 Challenger Drive, Alameda, CA 94501.

2. **Background.**

A. The Authority was formed by the City of Alameda (the “**City**”) in August of 1940 with the primary goal of providing a range quality, affordable and safe housing in the City.

B. The City is a party to that certain Settlement Agreement between Clayton Guyton and Modessa Henderson, executed in April of 1990 (as amended, the “**Settlement Agreement**”), pursuant to which the City agreed to undertake specific activities to further the production of affordable housing in the City. The City has a current outstanding obligation under the Settlement Agreement to produce approximately 300 housing units affordable to low-income families (the “**Affordability Obligation**”).

C. The District is a party to that certain Agreement between the Community Improvement Commission of the City of Alameda (the “**CIC**”) and the Alameda Unified School District Pursuant to Health and Safety Code Section 33401, dated as of November 12, 1991 (the “**Pass-Through Agreement**”). Pursuant to the Pass-Through Agreement, the CIC acted as the redevelopment agency for the City in relation to the Business and Waterfront Improvement Project (“**BWIP**”). In Section 3 of the Pass-Through Agreement, the CIC agrees to deposit eight percent (8%) of the tax increment (the “**Housing Pass-Through**”) generated by the BWIP into a “District Housing Fund” for use by the District for increasing the supply of low- and moderate-income housing within the City’s limits. The Pass-Through Agreement provides that the District’s use of monies shall be consistent with enforceable legal obligations imposed by the Settlement Agreement. Until the Affordability Obligation has been met by the City, the Pass-Through Agreement states that “the District’s use of the District Housing Fund shall be subject to the Settlement Agreement.”

D. In February of 2012, the California Legislature dissolved all redevelopment agencies in the State, including the CIC. As required by applicable law, certain rights and responsibilities of the CIC were transferred to the Successor Agency of the CIC (the “**Successor Agency**”).

E. Pursuant to that certain California Department of Finance (the “DOF”) determination letter dated May 17, 2016, regarding the 2016-2017 Annual Recognized Obligation Payment Schedule (the “16-17 ROPS,” or “ROPS” for future years, as applicable) submitted by the Successor Agency, the DOF approved \$1,475,000 for payment from the Redevelopment Property Tax Trust Fund (the “RPTTF”) relating to the Pass-Through Agreement, and the underlying housing obligations set forth in the 16-17 ROPS.

F. Pursuant to that certain DOF determination letter dated May 17, 2017, regarding the 2017-2018 Annual Recognized Obligation Payment Schedule (the “17-18 ROPS,” or “ROPS” for future years, as applicable) submitted by the Successor Agency, the DOF approved an additional \$800,000 for payment from the RPTTF relating to the Pass-Through Agreement, and the underlying housing obligations set forth in the 17-18 ROPS.

G. Pursuant to that certain DOF determination letter dated April 5, 2018, regarding the 2018-2019 Annual Recognized Obligation Payment Schedule (the “18-19 ROPS,” or “ROPS” for future years, as applicable) submitted by the Successor Agency, the DOF approved an additional \$992,000 for payment from the RPTTF relating to the Pass-Through Agreement, and the underlying housing obligations set forth in the 18-19 ROPS.

H. Section 7 of the Pass-Through Agreement imposes various limitations and restrictions on the District with respect to use of funds received from the Pass-Through Agreement, and explicitly provides the District with “the sole and absolute right to implement this section in any legal manner, including, but not limited to, the right and power to enter into agreements with other public or private entities....”

3. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Housing Authority shall assist the District with the District’s obligations under the Pass-Through Agreement to use funds from the Pass-Through Agreement to increase the supply of low-income housing within the City’s limits while ensuring that District funds are used in a manner that addresses the housing needs of the District’s qualifying employees.

4. **Term of MOU.** This MOU is effective upon the Effective Date and shall remain in full force and effect until such date that the Affordability Obligation in the Settlement Agreement has been satisfied, unless terminated earlier by the District pursuant to Section 7.C. below.

5. **Responsibilities of Authority.**

A. Prior to October 1 of each year, the Authority shall provide to the District a list of prioritized housing programs and projects (the “Development List”) for which RPTTF funds may be allocated pursuant to the terms of the Pass-Through Agreement and the Settlement Agreement, and which are to be submitted to DOF in connection with the Successor Agency’s submission of its next due ROPS.

B. On the 1st business day of each month, or at any other reasonable time, the Authority may provide a request for release of funds (a “**Funding Request**”) for project costs, including, but not limited to, funds for reimbursement of costs, and refinancing or recapitalization of existing debt, that have been approved for reimbursement or payment by DOF. Authority’s Funding Request, relating to the 16-17 ROPS, is attached hereto as Exhibit A. Authority’s Funding Request, relating to the 17-18 ROPS, is attached hereto as Exhibit B. Authority’s Funding Request, relating to the 18-19 ROPS, is attached hereto as Exhibit C. Exhibit A, Exhibit B and Exhibit C are collectively referred to as the “**Exhibits.**” Each future Funding Request shall identify the (i) project, (ii) type of costs, (iii) number of units (including affordable units), and (iv) amount of funding requested, all in a form consistent to that set forth in the Exhibits.

C. Upon receipt of funds from a Funding Request, the Authority shall disburse such funds only to the project costs set forth in the applicable Funding Request.

D. Within four (4) months after the end of each fiscal year in which monies have been disbursed pursuant to a Funding Request, Authority shall provide the District with a report on the status and use of such disbursed funds.

E. If requested by the District for any project on the Development List (a “**District Assisted Project**”), which request shall be made in writing and delivered to Authority at least six (6) months prior to the time any such project is placed in service, the Authority shall use good faith efforts to require that such project, to the extent permitted by applicable law, provides priority to qualified employees of the District in the leasing of units reserved for income-qualified households earning no more than 80% of area median income. In furtherance of the Authority’s good faith efforts, the Authority hereby agrees that at least two (2) units at the 2437 Eagle Avenue development, shown as No. 4 on Exhibit B, shall provide priority to qualified employees of the District who apply for rental of such units. The Authority’s good faith efforts to provide priority to qualified employees of the District shall include, to the extent permitted by applicable law:

- i. Establishing a local preference that will provide additional preference point(s), separate from any other categories for which preference point(s) are currently awarded, for eligible employees of the District who apply for residency at a District Assisted Project; and
- ii. Establishing a set-aside at any future District Assisted Project equal to one (1) unit for each \$200,000 of RPTTF Funds allocated to such development, for occupancy by eligible employees of the District who apply for residency at a District Assisted Project.

6. **Responsibilities of District.**

A. **Redevelopment Property Tax Trust Fund.**

- i. For Funding Requests pursuant to any DOF-approved ROPS, including the Funding Requests attached to this MOU as Exhibits A, B, and C, the District shall instruct the Successor Agency to send RPTTF distributions directly to the Authority, pursuant to the Authority's wire instructions provided to the District. If the District receives RPTTF Funds allocated to a development in a Funding Request, the District shall wire to the Authority, within seven (7) days of the District's receipt, all funds from RPTTF distributions relating to such Funding Request.
- ii. If requested by Authority, District shall use good faith efforts to cooperate with Successor Agency with Successor Agency's submission of any ROPS to the DOF, including providing evidence of any necessary approvals, consents, resolutions, certifications and acknowledgments of projects on the Development List that appear on any current or future ROPS.

7. **Consideration to District.**

A. **Development Fee to District.** The Authority shall collect from each District Assisted Project a District development fee equal to five percent (5%) of the total funds received by the Authority from District for such District Assisted Project. The Authority shall pay the applicable development fee to the District within thirty (30) days of the date that any such District Assisted Project is placed in service.

B. **Preference Points for Non-District Assisted Projects.** The Authority shall use good faith efforts to work with the City to amend or supplement the Affordable Housing Guidelines, contained in the City's Inclusionary Housing Requirements for Residential Projects, as more fully detailed in the Alameda Municipal Code, Chapter XXX, Article 1, Section 30-16 et seq. (the "**Inclusionary Housing Program**"). To the extent permitted by applicable law, such amendment or supplement of the Affordable Housing Guidelines will include a policy that will provide preference point(s), separate from any other categories for which preference point(s) are currently awarded, for eligible employees of the District who apply for *purchase* or *rental* of any Inclusionary Units restricted to Moderate-Income Households, as such terms are defined in the Inclusionary Housing Program. The preference points shall be applied to the greater of (a) one Inclusionary Unit in any rental development subject to the Inclusionary Housing Program, or (b) one of every three Inclusionary Units in any rental development subject to the Inclusionary Housing Program.

C. **District Option.** The Authority and the District acknowledge and agree that if the City does not amend or supplement the Affordable Housing Guidelines as set forth in Section 7.B. above prior to September 1, 2018 (or such later date agreed to by the District in its

reasonable discretion), or at any time thereafter terminates the preference set forth in Section 7.B. above, the District shall thereafter have the option to terminate this MOU in its sole and absolute discretion by delivering a written notice of termination to the Authority (the “**Termination Date**”). The District shall have no obligation to disburse funds for any Funding Requests received on and after the Termination Date; provided, however, the MOU shall remain in full force and effect with respect to only those Funding Requests (a) received before the Termination Date and (b) relating to District Assisted Projects shown on Exhibits A and B.

8. General Provisions.

A. Amendments. Either party may request changes to this MOU, provided that any amendment or modification to this MOU must be in writing executed by the parties hereto.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California.

C. Notices. Any notice, request, demand, statement, authorization, approval, consent or acceptance made hereunder shall be in writing and shall be hand delivered or sent by Federal Express or other reputable courier service, or by registered or certified mail, return receipt requested. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

D. Severability. If any term, covenant or provision of this MOU shall be held to be invalid, illegal or unenforceable in any respect, this MOU shall be construed without such term, covenant or provision, and the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. This MOU is made and entered into for the sole benefit of the District and the Authority, and their permitted successors and assigns. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU.

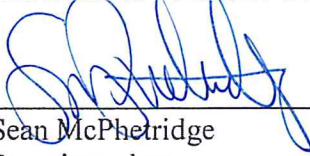
F. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Notwithstanding the foregoing, nothing contained in this MOU is intended or deemed to relieve the District of any obligation or requirement it may have under the Pass-Through Agreement.

[signatures on following page]

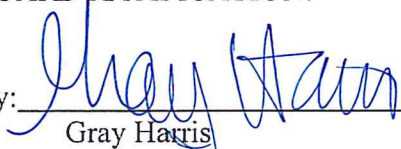
IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

DISTRICT

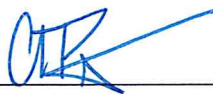
ALAMEDA UNIFIED SCHOOL DISTRICT

 6/4/18
Sean McPhetridge Date
Superintendent

BOARD RATIFICATION:

By:  6/4/18
Gray Harris Date
Board President

APPROVED AS TO FORM:

By:  6/4/18
Chad Pimentel Date
District Counsel

AUTHORITY

Housing Authority of the City of Alameda, a public body, corporate and politic

By:  6/4/18
Vanessa Cooper Date
Executive Director

EXHIBIT A

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 36
(7/1/16-6/30/17)

Housing Project Activities Funded (city-wide) July 1, 2016 – June 30, 2017

1)	Rosefield Village Redevelopment – pre-development work 20 new units / 16 Low	\$ 77,390
2)	North Housing – environmental and surveying 90 new units / 10 Low	\$ 12,805
3)	Alameda Point Collaborative – entitlements 67 new units / 22 Low	\$ 64,424
4)	2437 Eagle Avenue – (Under construction) 20 new units / 4 Low	\$ 1,117,217
5)	Del Monte Senior – 31 new units / 5 Low (Under Construction)	\$ 268,219

ELIGIBLE HOUSING ACTIVITIES		
Total Expended 16-17		\$ 1,540,055
Total Approved for Reimbursement		\$ 1,475,000

EXHIBIT B

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 36
(7/1/17-6/30/18)

Housing Development Activities Approved (city-wide) July 1, 2017 – June 30, 2018

1)	Rosefield Village Redevelopment – pre-development work 20 new units / 16 Low	\$ 200,000
2)	North Housing – engineering, utilities and legal 90 new units / 10 Low	\$ 100,000
3)	Alameda Point Main Street – entitlements and design 67 new units / 22 Low	\$ 225,000
4)	2437 Eagle Avenue – (Under construction) 20 new units / 4 Low	\$ 350,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 17-18	\$ 875,000
Total Approved for Reimbursement	\$ 800,000

EXHIBIT C

**SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 38
(7/1/18 - 6/30/19)**

Housing Development Activities Approved (city-wide) July 1, 2018 – June 30, 2019

- | | | |
|----|--|------------|
| 1) | Rosefield Village 80 new units / 40 Low (Pre-Development) | \$ 750,000 |
| 2) | Alameda Point Collaborative – 200 units / 20 Low (Pre-Development) | \$ 250,000 |

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 18-19	\$ 1,000,000
Total Approved for Reimbursement	\$ 992,000

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 38
(7/1/19 - 6/30/20)

EXHIBIT D

Housing Development Activities Approved (city-wide) July 1, 2019 – June 30, 2020

1) Rosefield Village 78 new units / 38 Low (Pre-Development) \$ 2,710,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 19-20	\$ 2,710,000
Total Approved for Reimbursement	\$ 2,710,000

FUTURE COMMITMENT

2) Rosefield Village 78 new units / 38 Low (Pre-Development) \$ 3,000,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 20-21	\$ 1,000,000
Total Budgeted 21-22	\$ 1,000,000
Total Budgeted 22-23	\$ 1,000,000
Total Approved for Reimbursement	\$ 3,000,000

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 38
(July 1, 2022- June 30, 2023)

EXHIBIT E

Housing Development Activities Approved (city-wide) July 1, 2022 – June 30, 2023

- | | | |
|----|-------------------------------------|--------------|
| 1) | Rosefield Village - 92 units Low | \$ 250,000 |
| 2) | 2615 Eagle Avenue - 20-30 units Low | \$ 1,606,600 |

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 22-23	\$ 1,856,600
Total Approved for Reimbursement	\$ 1,856,600

FUTURE COMMITMENT

- | | | |
|----|-------------------------------------|--------------|
| 2) | 2615 Eagle Avenue - 20-30 units Low | \$ 3,319,800 |
|----|-------------------------------------|--------------|

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 23-24	\$ 1,106,600
Total Budgeted 24-25	\$ 606,000
Total Approved for Reimbursement	\$ 1,712,600

SUPPORTING DETAIL FOR SETTLEMENT AGREEMENT
ROPS ENFORCEABLE OBLIGATION NO. 38
(July 1, 2023- June 30, 2024)

EXHIBIT F

Housing Development Activities Approved (city-wide) July 1, 2023 – June 30, 2024

1) 2615 Eagle Avenue \$3,664,000

ELIGIBLE HOUSING ACTIVITIES	
Total Budgeted 23-24	\$ 1,664,000
Total Approved for Reimbursement	\$ 1,664,000

ELIGIBLE HOUSING ACTIVITIES	
Total Estimated 24-25	\$ 2,000,000
Total Approved for Reimbursement	\$ 2,000,000

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B.

According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.

1. (Fund 21- Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and ACC Environmental for an increase of \$75,000 and a new total value of \$150,000.00. (Alameda High Swim Center)
2. (Fund 21- Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and ACC Environmental for an increase of \$40,000.00 and a new total value of \$102,800.00. (Wood Middle School)
3. (Fund 21- Measure B) Amendment No. 2 to Professional Services Agreement between AUSD and ACC Environmental for an increase of \$50,000 and a new total value of \$152,800.00. (Wood Middle School)
4. (Fund 21- Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and ACC Environmental for an increase of \$50,000 and a new total value of \$51,344.00. (Kofman Theater)
5. (Fund 21- Measure B) Amendment No. 2 to Professional Services Agreement between AUSD and Brejle & Race Consulting Engineers for an increase of \$50,000 and a new total value of \$84,800.00. (Encinal Field Replacement)
6. (Fund 21 – Measure B) Project Addendum No. 2107.2 to Agreement for Architectural Services for Measure B Bond Projects for a fee increase of \$217,280.00 and a revised total of \$3,189,079.00. (Otis Elementary)
7. (Fund 21- Measure I) Professional Services Agreement between AUSD and Apodaca Mechanical & Consulting, Inc. for an hourly rate of \$185.00 and a total not to exceed \$27,772.50. (Longfellow)
8. (Fund 21- Measure B) Professional Services Agreement between AUSD and ACC Environmental for a total not to exceed 50,000.00. (AHS Perimeter Fencing)
9. (Fund 21- Measure I) Professional Services Agreement between AUSD and Brejle & Race Consulting Engineers for a total not to exceed 5,000.00. (Franklin Modernization)
10. (Fund 21- Measure B) Professional Services Agreement between AUSD and Miller Pacific Engineering Group for a total not to exceed 100,000.00. (Alameda High Swim Center)

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ ACC Environmental (AHS Swim)	11/6/2024	Backup Material
☐ ACC Environmental Amendment #1 (Wood)	11/6/2024	Backup Material
☐ ACC Environmental Amendment #2 (Wood)	11/6/2024	Backup Material
☐ ACC Environmental (Kofman)	11/6/2024	Backup Material
☐ Brelje & Race Consulting Engineers (EJSHS)	11/6/2024	Backup Material
☐ QKA2107.2	11/6/2024	Backup Material
☐ Apodaca Mechanical Consulting	11/6/2024	Backup Material
☐ ACC Environmental (AHS Fencing)	11/6/2024	Backup Material
☐ Brelje & Race Consulting Engineers (Franklin)	11/6/2024	Backup Material
☐ Miller Pacific Engineering	11/6/2024	Backup Material

AMENDMENT NO. 1 to Professional Services Agreement
Dated September 17, 2024

This Amendment is entered into on November 12, 2024 between the Alameda Unified School District (District) and ACC Environmental (CONTRACTOR). District entered into a PSA with CONTRACTOR for environmental consulting services for the Alameda High School Swim Center Measure B project, and the parties agree to amend that Agreement as follows:

<p>1. Services CONTRACTOR to provide additional services as needed for the project, including but not limited to: Environmental, facilities, and materials testing services by providing all materials, training, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.</p> <p>CONTRACTOR to provide a proposal for each requested service for acceptance by AUSD prior to beginning work or ordering materials, and shall use the rate sheet (Exhibit A) for on-call services when requested.</p>
<p>2. Compensation Original PSA: \$75,000 Amendment No. 1: \$75,000 Amended PSA : \$150,000.00</p>

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- There are no previous amendments to this Agreement.
- This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____
 Name: Jennifer Williams
 Title: President, Board of Education

“CONTRACTOR”

By: Heather Sobky
 Name: Heather Sobky
 Title: Chief Operating Officer

EXHIBIT A



2024 Annual Fee Schedule

(Effective January 1, 2024)

Cost of labor services shall be as follows:

<i>Labor Classification</i>	<i>Hourly</i>
Subject Matter Expert / Expert Witness	\$ 1.5x hourly
Principal	\$ 350.00
Board Certified Industrial Hygienist	\$ 280.00
Professional Engineer	\$ 285.00
Professional Geologist	\$ 225.00
Senior Project Manager/Designer	\$ 207.00
Senior Project Manager/Technical Oversight	\$ 207.00
Project Manager / Project Geologist	\$ 185.00
Project Coordinator	\$ 117.00
Staff Geologist / Engineer	\$ 158.00
Project Scientist, Project Hygienist, or Technician, Level II	\$ 132.00
<i>(Overtime and/or Nights as defined below)</i>	\$ 165.00
<i>(Double-time and/or Weekends as defined below)</i>	\$ 198.00
Project Hygienist, or Technician, Level I	\$ 122.00
<i>(Overtime and/or Nights as defined below)</i>	\$ 153.00
<i>(Double-time and/or Weekends as defined below)</i>	\$ 183.00
Trainer	\$ 225.00
CAD Draftsperson	\$ 130.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 8:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 8:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2025. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 E-MAIL ADDRESS: certs@inszoneins.com	FAX (A/C, No): 916-400-2625
	INSURER(S) AFFORDING COVERAGE	
License#: 0F82764 ACCENVI-01	INSURER A: Certain Underwriters at Lloyd's of London	NAIC # 32727
INSURED ACC Environmental Consultants, Inc. Hydrocon Environmental, LLC 7977 Capwell Drive, Suite 100 Oakland, CA 94621-2125	INSURER B: Contractors Bonding and Insurance Company	NAIC # 37206
	INSURER C: Homeland Insurance Company of NY	NAIC # 34452
	INSURER D: Travelers Casualty & Surety Company of America	NAIC # 31194
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1798286379

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENC0011266-01	4/28/2024	4/28/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Hired&Non-owned \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CKB0200236	4/28/2024	4/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	793-01-32-57-0000	4/28/2024	4/28/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A D	Pollution Liability Professional Liability Directors and Officers Liability			ENC0011266-01 ENC0011266-01 107232736	4/28/2024 4/28/2024 3/7/2024	4/28/2025 4/28/2025 3/7/2025	Aggregate/Occurrence \$5,000,000 Aggregate/Occurrence \$5,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Alameda High School, Encinal High School and Otis Elementary School
 Alameda Unified School District, its trustees, employees, and agents, the State of California are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Alameda Unified School District
 2060 Challenger Drive
 ALAMEDA CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 8
ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS	

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Effective Date: 4/28/2024	PolicyNumber: ENCo011266-01
	Endorsement Number: 18
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS	

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 17

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 4/28/2024	PolicyNumber: ENCo011266-01
	Endorsement Number: 22

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 5

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 4/28/2024	PolicyNumber: ENCo011266-01
	Endorsement Number: 4

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE:

Specific Entity to Schedule if required –
 Any person(s) or organization(s) where this endorsement is required by contract.

Effective Date: 4/28/2024	PolicyNumber: ENCo011266-01
	Endorsement Number: 11

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) where this endorsement is required by contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy number: CKB0200236

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees as Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement

that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Condition, 5. Transfer of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of your is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400

for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

c. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this coverage extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

d. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph (2)(c) above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person / \$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above this insurance is not invalidated. However in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess, contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expense** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Cause of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition - Mental Anguish

The following is added to **SECTION V - DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITION paragraph H. "Insured contract" is modified as follows:

1. Paragraph H.3. is replaced by the following:
 3. Any easement or license agreement.
2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit or Loss, subparagraph **a.** is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Environmental Excess Liability Coverage Form



THIS POLICY CONTAINS CLAIMS MADE AND REPORTED PROVISIONS.
PLEASE REVIEW THE POLICY THOROUGHLY.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. TO BE COVERED UNDER THESE PROVISIONS, A CLAIM OR SUIT MUST BE FIRST MADE OR BROUGHT AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, OR DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THOROUGHLY.

This policy is organized into the following sections:

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
SECTION I – COVERAGE.....	1	SECTION IV – REPORTING	7
SECTION II – LIMITS OF INSURANCE.....	3	SECTION V – DEFINITIONS.....	8
SECTION III – CONDITIONS	4		

Throughout this policy the words *you* and *your* refer to the **Named Insured**, and any other person or organization qualifying as an insured under this policy. The words *we*, *us* and *our* refer to the company providing this insurance. Other words and phrases that appear in quotation marks or in bold font have special meaning. Refer to Section V – Definitions.

In consideration of the premium paid and in reliance upon the statements contained in the application and any other supplemental information provided to us, we agree to provide coverage as shown in the Declarations and as described herein:

SECTION I - COVERAGE

COVERAGE ENVIRONMENTAL EXCESS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the **underlying insurance**, but only after all **underlying insurance** has been exhausted by actual payment in full of all **underlying insurance** by the issuer of all **underlying insurance** for a covered claim or suit.
- b. This insurance is subject to the same insuring agreements, conditions, exclusions, limitations, definitions, and terms as are contained within any **underlying insurance** except with respect to any provisions or exclusions to the contrary included in this policy. In no event shall this policy provide broader coverage than would be offered by any **underlying insurance**.
- c. The amount we will pay for damages is limited as described in Section II – Limits of Insurance.

2. Exclusions

This insurance does not apply to:

a. Automobile Medical Payments Or No-Fault

Any claim, suit, damage or expense arising out of an obligation under any first-party automobile medical payments or automobile personal injury protection or any other automobile no-fault regulation or law.

b. Automobile Underinsured Or Uninsured Motorists Laws

Any claim, suit, damage or expense arising out of an obligation under an automobile underinsured motorists and or uninsured motorists regulation or law.

c. Employment-Related Practices

Any claim, suit, damage or expense arising out of:

- (1) The refusal to employ any person;
- (2) The termination of a person's employment;
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at any person; or
- (4) Injury to the spouse, child, parent, brother or sister of a person as a consequence of any employment-related practices described in Paragraphs (1), (2) or (3) above directed against such person.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of such person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Known Conditions or Incidents

Any claim, suit, condition or **circumstance** which occurred prior to the **policy period** and was known by, should have reasonably been known by, or reported to a **responsible employee** prior to the **policy period**.

Any continuation, change or resumption of such claim, suit, condition or **circumstance** during or after the **policy period** will be deemed to have been known by the **responsible employee** prior to the **policy period**.

e. No Coverage Provided By Underlying Insurance

Any claim, suit, damage or expense which is not covered for any reason by any **underlying insurance** to this policy, other than due solely to exhaustion of the limits of insurance of such **underlying insurance**.

f. Prior Claims

Any claim, suit, damage or expense reported under any other insurance policy prior to the inception date of this policy.

g. Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

h. War

Any claim, suit, damage or expense, however caused, arising, directly or indirectly, out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown on the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or suits brought;
 - c.** Persons or organizations making claims or bringing suits; or
 - d.** Coverages provided under this policy.
- 2.** The General Aggregate Limit shown on the Declarations is the most we will pay for the sum of all damages, expenses or any other amounts covered under this policy.
- 3.** Subject to item **2.** above, the Each Claim Limit shown on the Declarations is the most we will pay for damages or expenses for each claim or suit for which this policy provides coverage.
- 4.** Any expenses we pay under this policy in excess of the **underlying insurance** are part of, and not in addition to, the applicable limits of insurance and will reduce, and may exhaust, the applicable limit of insurance of this policy.
- 5.** Once the applicable Limit of Insurance shown in the Declarations has been exhausted, we shall have no obligation to:
 - a.** Defend or continue to defend any claim or suit; or
 - b.** Pay any expense or any other amounts under this policy.
- 6.** The Limits of Insurance of this policy apply to the **policy period** shown on the Declarations.

SECTION III – CONDITIONS

1. Assignment

No assignment of interest under this policy shall bind us without our prior written consent issued as a written endorsement to form a part of this policy. Such written consent shall not be unreasonably withheld.

2. Authorization and Notices

This policy contains all the agreements between you and us concerning the insurance afforded by this policy. The **Named Insured** is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

The **Named Insured** will act on behalf of all of insureds with respect to:

- a. Giving or receiving any notices under this policy including notices of cancellation and non-renewal;
- b. Payment or returns of premiums;
- c. Receiving and accepting of any endorsements issued by us forming a part of this policy; and
- d. Exercising or declining to exercise any extended reporting period.

All notices required or permitted to be given to the insurers of the **underlying insurance** shall also be given to us at the same time and in the same manner required by the **underlying insurance**.

3. Bankruptcy

- a. Bankruptcy or insolvency of the insured or of your estate will not relieve us of our obligations.
- b. If any underlying insurer becomes bankrupt or insolvent, this insurance:
 - (1) Does not replace such **underlying insurance**; and
 - (2) Applies as though such **underlying insurance** was available and collectible.

4. Cancellation or Non-Renewal

- a. The **Named Insured** may cancel this policy by mailing or delivering to us written notice of a cancellation date no later than the Expiration Date of this policy. A request by a premium finance company to cancel this policy for non-payment of premium shall be deemed a request by the **Named Insured** to cancel this policy. The earned premium will be computed in accordance with standard short rate tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- b. We may cancel this policy by mailing or delivering to the **Named Insured** written notice of cancellation at least thirty (30) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium. We will send the **Named Insured** any premium refund due. If we cancel, the refund will be computed in accordance with standard pro rata tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- c. We will mail or deliver our notice of cancellation stating the effective date of cancellation to the **Named Insured's** mailing address shown on the Declarations. The **policy period** will end on such date.

- d. If we cancel this policy due to failure of the **Named Insured(s)** to comply with the terms and conditions under this policy, you shall have thirty (30) calendar days from the date of the notice of cancellation to comply with the terms and conditions. If your compliance is satisfactory to us, we shall rescind the notice of cancellation in writing and the policy shall remain in force.
- e. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the **Named Insured** written notice of nonrenewal at least sixty (60) calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. **Claims & Defense Provisions**

- a. We, at our sole discretion, may elect to associate in the investigation, defense or settlement of any claim or suit reported to the **underlying insurance**, regardless of whether the **underlying insurance** has been exhausted. If we so elect, the insured will cooperate with us and will make available all such information and records that is reasonably required by us.
- b. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our prior written consent.
- c. No action by any other insurer shall bind us under this policy. We shall not be liable under this policy for any settlement or stipulated judgment to which we have not consented, which consent shall not be unreasonably withheld.

6. **Headings**

The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

7. **Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. **Maintenance of Underlying Insurance**

- a. You must see to it that:
 - (1) All **underlying insurance** is maintained in full force and effect during the **policy period** except for any reduction or exhaustion of the limits of insurance of such **underlying insurance** solely due to the actual payment of damages or expenses thereunder for a covered claim or suit.
 - (2) **Underlying insurance** is not cancelled, non-renewed or rescinded without replacement by coverage to which we agree;

- (3) The terms and conditions of renewals or replacements of **underlying insurance** are materially the same as the prior coverage, unless we agree to such changes in writing; and
 - (4) The limits of **underlying insurance** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- b. You must notify us within 30 days from the date on which any **underlying insurance**:
- (1) Ceases to be in effect;
 - (2) Is reduced or exhausted;
 - (3) Has changes in its terms and conditions; or
 - (4) The issuer of any **underlying insurance** changes.
- c. Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full force and effect. This insurance will not drop down to pay uncollected **underlying insurance**, in whole or in part, for any reason, including but not limited to:
- (1) Any exhaustion of a sublimit of any **underlying insurance**;
 - (2) Uncollectibility, in whole or in part, of any **underlying insurance** whether due to financial impairment or insolvency, liquidation or for any other reason; or
 - (3) Your failure to maintain any **underlying insurance**.

You will assume all responsibility in the event any **underlying insurance** is or may be uncollectible.

- d. In the event of a change in **underlying insurance** by rewrite, endorsement or otherwise, coverage under this policy will become subject to such change only if and to the extent our consent to such change is endorsed in writing to this policy. If any such change is not endorsed to this policy, we will not be liable earlier than or to any greater extent than we would have been in absence of such change to the **underlying insurance**.

9. Premium and Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown on the Declarations is a minimum and deposit premium for the **policy period**. It is payable in full at the inception of this policy.
- c. If a rate is shown on the Declarations then the final premium shall be subject to audit. At the close of each audit period we will compute the policy premium for that period and send notice to the **Named Insured**. The bill will indicate the due date for audit. Failure to pay the audit premium due may subject this policy to cancellation for non-payment of premium.
- (1) If the policy premium computed as a result of an audit is less than the total policy premium shown on the Declarations, the total policy premium shown on the Declarations is the minimum premium for the **policy period** and is not subject to adjustment.
 - (2) If the policy premium computed as a result of an audit is greater than the total policy premium shown on the Declarations, then a Premium Audit Statement will be sent to the **Named Insured**. The additional premium amount shown on the Premium Audit Statement is due and payable to us upon receipt by the **Named Insured**.

- d. You must keep records of the information we need for premium computation and send us copies upon request.
- e. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

10. Representation and Incorporation of the Application

By accepting this policy you represent that the particulars and statements contained in the applications, questionnaires and any other materials submitted to us by you or someone acting on your behalf or any **underlying insurance** are true, accurate and complete and you agree that:

- a. This policy is issued and continued in force by us in reliance upon the truth of such representations;
- b. Those particulars and statements are based upon the representations you made to us or any **underlying insurance**; and
- c. Applications, questionnaires and any other materials submitted to us or any **underlying insurance** are incorporated in and form a part of this policy.

In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the applications, questionnaires and any other materials submitted to us or any **underlying insurance**, this policy shall be void.

11. Transfer of Rights of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing to impair them. At our request, you will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. You expressly waive the right to be made whole by any such recovery.

12. Inspections and Surveys

- a. We have the right to make inspections and surveys at any time, give you reports on the conditions we find and recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

13. Extended Reporting Period

When **underlying insurance** provides coverage on a claims-made basis, we will provide an extended reporting period to the extent the **underlying insurance** provides an extended reporting period. An additional premium will apply.

SECTION IV – REPORTING

1. Duties In The Event of Claim or Suit or Circumstance

- a. If, during the **policy period**, the insured first becomes aware of any **circumstance**, and the insured exercises a right under any **underlying insurance** to report that **circumstance**, then the insured must also report such **circumstance** to us as soon as practicable but in any event before the expiration date or earlier cancellation or termination date of this policy. To the extent possible, notice should include:

- (1) How, when and where the **circumstance** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **circumstance**.

With respect to any coverage provided by this policy on a claims-made basis, if the insured notifies us of a **circumstance** in accordance with this paragraph 1.a., then any claim not otherwise excluded by this policy that is subsequently made against the insured arising out of such **circumstance** will be treated as if it had been first made on the date we receive such notice of **circumstance**.

- c. If a claim is made or suit is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or suit and the date received;
 - (2) Provide written notice to us of a claim or suit as soon as practicable, but in any event within the time period set forth by the **primary underlying insurance** with respect to notice of claims or suits;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

SECTION V – DEFINITIONS

1. **Circumstance** means any occurrence, offense, act, event, accident or circumstance which may result in a claim under this policy
2. **Named Insured** means the person or entity listed on the Declarations as the **Named Insured**.
3. **Policy period** means the period listed on the Declarations or as amended by endorsement to this policy.
4. **Primary underlying insurance** means the policy listed as **Primary Underlying Insurance** on the Declarations.
5. **Responsible employee** means any of the insured's:
 - a. Owners, officers, directors, or partners;
 - b. Managers or supervisors; or
 - c. Employees who are responsible for environmental or health and safety affairs.
6. **Underlying Insurance** means the schedule of insurance policies, issuers, policy terms and policy limits of insurance identified as **Underlying Insurance** and **Primary Underlying Insurance** on the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
E-MAIL ADDRESS: ADPTotalSource@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIU Insurance Company		19399
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 U/C/F: ACC Environmental Consultants, Inc. 7977 Capwell Dr Suite 100 Oakland, CA 94621		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 088412827 CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for ACC Environmental Consultants, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC Environmental Consultants, Inc. AS REQUIRED BY WRITTEN CONTRACT. Alameda High School, Encinal High School and Otis Elementary School

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2024 12:01 AM forms a part of Policy No. WC 088412827 CA

Issued to ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
ACC Environmental Consultants, Inc.
7977 Capwell Dr Suite 100
Oakland, CA 94621

By AIU Insurance Company


We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be ___% of the total estimated workers compensation premium for this policy.

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

AMENDMENT NO. 2 to Professional Services Agreement
Dated July 17, 2024

This Amendment is entered into on November 12, 2024 between the Alameda Unified School District (District) and ACC Environmental (CONTRACTOR). District entered into a PSA with CONTRACTOR for environmental consulting services for the Wood Middle School Measure B project, and the parties agree to amend that Agreement as follows:

1. Services

CONTRACTOR to provide additional services as needed for the project, including but not limited to: Environmental, facilities, and materials testing services by providing all materials, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.

CONTRACTOR to provide a proposal for each requested service for acceptance by AUSD prior to beginning work or ordering materials, and shall use the rate sheet included as Exhibit A for any on-call services when/if requested.

2. Compensation

Original PSA - \$62,800
 Amendment No. 1 = \$40,000
Amendment No. 2 = \$50,000
Amended PSA - \$152,800.00

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- There are no previous amendments to this Agreement.
- This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10/28/24	Additional services required	\$40,000

“DISTRICT”

By: _____
 Name: Jennifer Williams
 Title: President, Board of Education

“CONTRACTOR”

By: Heather Sobky
 Name: Heather Sobky
 Title: Chief Operating Officer



2024 Annual Fee Schedule

(Effective January 1, 2024)

Cost of labor services shall be as follows:

<i>Labor Classification</i>	<i>Hourly</i>
Subject Matter Expert / Expert Witness	\$ 1.5x hourly
Principal	\$ 350.00
Board Certified Industrial Hygienist	\$ 280.00
Professional Engineer	\$ 285.00
Professional Geologist	\$ 225.00
Senior Project Manager/Designer	\$ 207.00
Senior Project Manager/Technical Oversight	\$ 207.00
Project Manager / Project Geologist	\$ 185.00
Project Coordinator	\$ 117.00
Staff Geologist / Engineer	\$ 158.00
Project Scientist, Project Hygienist, or Technician, Level II	\$ 132.00
<i>(Overtime and/or Nights as defined below)</i>	\$ 165.00
<i>(Double-time and/or Weekends as defined below)</i>	\$ 198.00
Project Hygienist, or Technician, Level I	\$ 122.00
<i>(Overtime and/or Nights as defined below)</i>	\$ 153.00
<i>(Double-time and/or Weekends as defined below)</i>	\$ 183.00
Trainer	\$ 225.00
CAD Draftsperson	\$ 130.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 8:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 8:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2025. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 E-MAIL ADDRESS: certs@inszoneins.com	FAX (A/C, No): 916-400-2625
	INSURER(S) AFFORDING COVERAGE	
License#: 0F82764 ACCENVI-01	INSURER A: Certain Underwriters at Lloyd's of London INSURER B: Contractors Bonding and Insurance Company INSURER C: Homeland Insurance Company of NY INSURER D: Travelers Casualty & Surety Company of America INSURER E: INSURER F:	NAIC # 32727 37206 34452 31194

COVERAGES **CERTIFICATE NUMBER:** 1411917410 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENC0011266-01	4/28/2024	4/28/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Hired&Non-owned \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CKB0200236	4/28/2024	4/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			793-01-32-57-0000	4/28/2024	4/28/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A D	Pollution Liability Professional Liability Directors and Officers Liability			ENC0011266-01 ENC0011266-01 107232736	4/28/2024 4/28/2024 3/7/2024	4/28/2025 4/28/2025 3/7/2025	Aggregate/Occurrence \$5,000,000 Aggregate/Occurrence \$5,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT: WOOD MIDDLE SCHOOL MODERNIZATION - WOOD MIDDLE SCHOOL - 420 GRAND ST., ALAMEDA, CA 94501 ALAMEDA UNIFIED SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS, THE STATE OF CALIFORNIA, AND PROJECT MANAGER(S) are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER ALAMEDA UNIFIED SCHOOL DISTRICT 2060 CHALLENGER DRIVE ALAMEDA CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 8
ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS	

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Effective Date: 4/28/2024	PolicyNumber: ENCo011266-01
	Endorsement Number: 18
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS	

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 17

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 4/28/2024	PolicyNumber: ENC0011266-01
	Endorsement Number: 22

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

Effective Date: 4/28/2024	PolicyNumber: ENCO011266-01
	Endorsement Number: 5

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 4/28/2024	PolicyNumber: ENC0011266-01
	Endorsement Number: 4

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE:

Specific Entity to Schedule if required –
 Any person(s) or organization(s) where this endorsement is required by contract.

Effective Date: 4/28/2024	PolicyNumber: ENC0011266-01
	Endorsement Number: 11

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) where this endorsement is required by contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy number: CKB0200236

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees as Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement

that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Condition, 5. Transfer of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of your is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400

for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

c. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this coverage extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

d. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph (2)(c) above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person / \$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above this insurance is not invalidated. However in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess, contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expense** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Cause of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition - Mental Anguish

The following is added to **SECTION V - DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITION paragraph H. "Insured contract" is modified as follows:

1. Paragraph H.3. is replaced by the following:
 3. Any easement or license agreement.
2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit or Loss, subparagraph **a.** is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Environmental Excess Liability Coverage Form



THIS POLICY CONTAINS CLAIMS MADE AND REPORTED PROVISIONS.
PLEASE REVIEW THE POLICY THOROUGHLY.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. TO BE COVERED UNDER THESE PROVISIONS, A CLAIM OR SUIT MUST BE FIRST MADE OR BROUGHT AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, OR DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THOROUGHLY.

This policy is organized into the following sections:

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
SECTION I – COVERAGE.....	1	SECTION IV – REPORTING	7
SECTION II – LIMITS OF INSURANCE.....	3	SECTION V – DEFINITIONS.....	8
SECTION III – CONDITIONS	4		

Throughout this policy the words *you* and *your* refer to the **Named Insured**, and any other person or organization qualifying as an insured under this policy. The words *we*, *us* and *our* refer to the company providing this insurance. Other words and phrases that appear in quotation marks or in bold font have special meaning. Refer to Section V – Definitions.

In consideration of the premium paid and in reliance upon the statements contained in the application and any other supplemental information provided to us, we agree to provide coverage as shown in the Declarations and as described herein:

SECTION I - COVERAGE

COVERAGE ENVIRONMENTAL EXCESS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the **underlying insurance**, but only after all **underlying insurance** has been exhausted by actual payment in full of all **underlying insurance** by the issuer of all **underlying insurance** for a covered claim or suit.
- b. This insurance is subject to the same insuring agreements, conditions, exclusions, limitations, definitions, and terms as are contained within any **underlying insurance** except with respect to any provisions or exclusions to the contrary included in this policy. In no event shall this policy provide broader coverage than would be offered by any **underlying insurance**.
- c. The amount we will pay for damages is limited as described in Section II – Limits of Insurance.

2. Exclusions

This insurance does not apply to:

a. Automobile Medical Payments Or No-Fault

Any claim, suit, damage or expense arising out of an obligation under any first-party automobile medical payments or automobile personal injury protection or any other automobile no-fault regulation or law.

b. Automobile Underinsured Or Uninsured Motorists Laws

Any claim, suit, damage or expense arising out of an obligation under an automobile underinsured motorists and or uninsured motorists regulation or law.

c. Employment-Related Practices

Any claim, suit, damage or expense arising out of:

- (1) The refusal to employ any person;
- (2) The termination of a person's employment;
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at any person; or
- (4) Injury to the spouse, child, parent, brother or sister of a person as a consequence of any employment-related practices described in Paragraphs (1), (2) or (3) above directed against such person.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of such person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Known Conditions or Incidents

Any claim, suit, condition or **circumstance** which occurred prior to the **policy period** and was known by, should have reasonably been known by, or reported to a **responsible employee** prior to the **policy period**.

Any continuation, change or resumption of such claim, suit, condition or **circumstance** during or after the **policy period** will be deemed to have been known by the **responsible employee** prior to the **policy period**.

e. No Coverage Provided By Underlying Insurance

Any claim, suit, damage or expense which is not covered for any reason by any **underlying insurance** to this policy, other than due solely to exhaustion of the limits of insurance of such **underlying insurance**.

f. Prior Claims

Any claim, suit, damage or expense reported under any other insurance policy prior to the inception date of this policy.

g. Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

h. War

Any claim, suit, damage or expense, however caused, arising, directly or indirectly, out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown on the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or suits brought;
 - c.** Persons or organizations making claims or bringing suits; or
 - d.** Coverages provided under this policy.
- 2.** The General Aggregate Limit shown on the Declarations is the most we will pay for the sum of all damages, expenses or any other amounts covered under this policy.
- 3.** Subject to item **2.** above, the Each Claim Limit shown on the Declarations is the most we will pay for damages or expenses for each claim or suit for which this policy provides coverage.
- 4.** Any expenses we pay under this policy in excess of the **underlying insurance** are part of, and not in addition to, the applicable limits of insurance and will reduce, and may exhaust, the applicable limit of insurance of this policy.
- 5.** Once the applicable Limit of Insurance shown in the Declarations has been exhausted, we shall have no obligation to:
 - a.** Defend or continue to defend any claim or suit; or
 - b.** Pay any expense or any other amounts under this policy.
- 6.** The Limits of Insurance of this policy apply to the **policy period** shown on the Declarations.

SECTION III – CONDITIONS

1. Assignment

No assignment of interest under this policy shall bind us without our prior written consent issued as a written endorsement to form a part of this policy. Such written consent shall not be unreasonably withheld.

2. Authorization and Notices

This policy contains all the agreements between you and us concerning the insurance afforded by this policy. The **Named Insured** is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

The **Named Insured** will act on behalf of all of insureds with respect to:

- a. Giving or receiving any notices under this policy including notices of cancellation and non-renewal;
- b. Payment or returns of premiums;
- c. Receiving and accepting of any endorsements issued by us forming a part of this policy; and
- d. Exercising or declining to exercise any extended reporting period.

All notices required or permitted to be given to the insurers of the **underlying insurance** shall also be given to us at the same time and in the same manner required by the **underlying insurance**.

3. Bankruptcy

- a. Bankruptcy or insolvency of the insured or of your estate will not relieve us of our obligations.
- b. If any underlying insurer becomes bankrupt or insolvent, this insurance:
 - (1) Does not replace such **underlying insurance**; and
 - (2) Applies as though such **underlying insurance** was available and collectible.

4. Cancellation or Non-Renewal

- a. The **Named Insured** may cancel this policy by mailing or delivering to us written notice of a cancellation date no later than the Expiration Date of this policy. A request by a premium finance company to cancel this policy for non-payment of premium shall be deemed a request by the **Named Insured** to cancel this policy. The earned premium will be computed in accordance with standard short rate tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- b. We may cancel this policy by mailing or delivering to the **Named Insured** written notice of cancellation at least thirty (30) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium. We will send the **Named Insured** any premium refund due. If we cancel, the refund will be computed in accordance with standard pro rata tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- c. We will mail or deliver our notice of cancellation stating the effective date of cancellation to the **Named Insured's** mailing address shown on the Declarations. The **policy period** will end on such date.

- d. If we cancel this policy due to failure of the **Named Insured(s)** to comply with the terms and conditions under this policy, you shall have thirty (30) calendar days from the date of the notice of cancellation to comply with the terms and conditions. If your compliance is satisfactory to us, we shall rescind the notice of cancellation in writing and the policy shall remain in force.
- e. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the **Named Insured** written notice of nonrenewal at least sixty (60) calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. **Claims & Defense Provisions**

- a. We, at our sole discretion, may elect to associate in the investigation, defense or settlement of any claim or suit reported to the **underlying insurance**, regardless of whether the **underlying insurance** has been exhausted. If we so elect, the insured will cooperate with us and will make available all such information and records that is reasonably required by us.
- b. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our prior written consent.
- c. No action by any other insurer shall bind us under this policy. We shall not be liable under this policy for any settlement or stipulated judgment to which we have not consented, which consent shall not be unreasonably withheld.

6. **Headings**

The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

7. **Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. **Maintenance of Underlying Insurance**

- a. You must see to it that:
 - (1) All **underlying insurance** is maintained in full force and effect during the **policy period** except for any reduction or exhaustion of the limits of insurance of such **underlying insurance** solely due to the actual payment of damages or expenses thereunder for a covered claim or suit.
 - (2) **Underlying insurance** is not cancelled, non-renewed or rescinded without replacement by coverage to which we agree;

- (3) The terms and conditions of renewals or replacements of **underlying insurance** are materially the same as the prior coverage, unless we agree to such changes in writing; and
 - (4) The limits of **underlying insurance** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- b. You must notify us within 30 days from the date on which any **underlying insurance**:
- (1) Ceases to be in effect;
 - (2) Is reduced or exhausted;
 - (3) Has changes in its terms and conditions; or
 - (4) The issuer of any **underlying insurance** changes.
- c. Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full force and effect. This insurance will not drop down to pay uncollected **underlying insurance**, in whole or in part, for any reason, including but not limited to:
- (1) Any exhaustion of a sublimit of any **underlying insurance**;
 - (2) Uncollectibility, in whole or in part, of any **underlying insurance** whether due to financial impairment or insolvency, liquidation or for any other reason; or
 - (3) Your failure to maintain any **underlying insurance**.

You will assume all responsibility in the event any **underlying insurance** is or may be uncollectible.

- d. In the event of a change in **underlying insurance** by rewrite, endorsement or otherwise, coverage under this policy will become subject to such change only if and to the extent our consent to such change is endorsed in writing to this policy. If any such change is not endorsed to this policy, we will not be liable earlier than or to any greater extent than we would have been in absence of such change to the **underlying insurance**.

9. Premium and Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown on the Declarations is a minimum and deposit premium for the **policy period**. It is payable in full at the inception of this policy.
- c. If a rate is shown on the Declarations then the final premium shall be subject to audit. At the close of each audit period we will compute the policy premium for that period and send notice to the **Named Insured**. The bill will indicate the due date for audit. Failure to pay the audit premium due may subject this policy to cancellation for non-payment of premium.
- (1) If the policy premium computed as a result of an audit is less than the total policy premium shown on the Declarations, the total policy premium shown on the Declarations is the minimum premium for the **policy period** and is not subject to adjustment.
 - (2) If the policy premium computed as a result of an audit is greater than the total policy premium shown on the Declarations, then a Premium Audit Statement will be sent to the **Named Insured**. The additional premium amount shown on the Premium Audit Statement is due and payable to us upon receipt by the **Named Insured**.

- d. You must keep records of the information we need for premium computation and send us copies upon request.
- e. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

10. Representation and Incorporation of the Application

By accepting this policy you represent that the particulars and statements contained in the applications, questionnaires and any other materials submitted to us by you or someone acting on your behalf or any **underlying insurance** are true, accurate and complete and you agree that:

- a. This policy is issued and continued in force by us in reliance upon the truth of such representations;
- b. Those particulars and statements are based upon the representations you made to us or any **underlying insurance**; and
- c. Applications, questionnaires and any other materials submitted to us or any **underlying insurance** are incorporated in and form a part of this policy.

In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the applications, questionnaires and any other materials submitted to us or any **underlying insurance**, this policy shall be void.

11. Transfer of Rights of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing to impair them. At our request, you will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. You expressly waive the right to be made whole by any such recovery.

12. Inspections and Surveys

- a. We have the right to make inspections and surveys at any time, give you reports on the conditions we find and recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

13. Extended Reporting Period

When **underlying insurance** provides coverage on a claims-made basis, we will provide an extended reporting period to the extent the **underlying insurance** provides an extended reporting period. An additional premium will apply.

SECTION IV – REPORTING

1. Duties In The Event of Claim or Suit or Circumstance

- a. If, during the **policy period**, the insured first becomes aware of any **circumstance**, and the insured exercises a right under any **underlying insurance** to report that **circumstance**, then the insured must also report such **circumstance** to us as soon as practicable but in any event before the expiration date or earlier cancellation or termination date of this policy. To the extent possible, notice should include:

- (1) How, when and where the **circumstance** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **circumstance**.

With respect to any coverage provided by this policy on a claims-made basis, if the insured notifies us of a **circumstance** in accordance with this paragraph 1.a., then any claim not otherwise excluded by this policy that is subsequently made against the insured arising out of such **circumstance** will be treated as if it had been first made on the date we receive such notice of **circumstance**.

- c. If a claim is made or suit is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or suit and the date received;
 - (2) Provide written notice to us of a claim or suit as soon as practicable, but in any event within the time period set forth by the **primary underlying insurance** with respect to notice of claims or suits;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

SECTION V – DEFINITIONS

1. **Circumstance** means any occurrence, offense, act, event, accident or circumstance which may result in a claim under this policy
2. **Named Insured** means the person or entity listed on the Declarations as the **Named Insured**.
3. **Policy period** means the period listed on the Declarations or as amended by endorsement to this policy.
4. **Primary underlying insurance** means the policy listed as **Primary Underlying Insurance** on the Declarations.
5. **Responsible employee** means any of the insured's:
 - a. Owners, officers, directors, or partners;
 - b. Managers or supervisors; or
 - c. Employees who are responsible for environmental or health and safety affairs.
6. **Underlying Insurance** means the schedule of insurance policies, issuers, policy terms and policy limits of insurance identified as **Underlying Insurance** and **Primary Underlying Insurance** on the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIU Insurance Company	NAIC # 19399
	INSURER B:	
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 U/C/F: ACC Environmental Consultants, Inc. 7977 Capwell Dr Suite 100 Oakland, CA 94621	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 088412827 CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for ACC Environmental Consultants, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC Environmental Consultants, Inc. AS REQUIRED BY WRITTEN CONTRACT. All Contracts - All Sites 2060 Challenger Drive, Alameda, CA 94502

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2024 12:01 AM forms a part of Policy No. WC 088412827 CA

Issued to ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
ACC Environmental Consultants, Inc.
7977 Capwell Dr Suite 100
Oakland, CA 94621

By AIU Insurance Company


We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be ___% of the total estimated workers compensation premium for this policy.

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

Item Type: Consent

Background: Each year, Alameda Unified School District's Special Education Department executes "Master Contracts" with Non-Public Schools and Non-Public Agencies to support the Special Education Department. Through the year, Individual Service Agreements (ISAs) are entered into under these "Master Contracts" that allocate funds for services required to provide support to AUSD students in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of contracts executed and attached to this agenda item.

(Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$130,229.00.

(Fund 01) Individual Services Agreement Amendment No. 1 between AUSD and Seneca Family of Agencies for \$30,591.00 for a new total of \$47,277.00.

(Fund 01) Individual Services Agreement Amendment No. 2 between AUSD and Seneca Family of Agencies for \$20,460.00 for a new total of \$67,737.00.

(Fund 01) Individual Services Agreement Amendment No. 3 between AUSD and Seneca Family of Agencies for \$141,601.00 for a new total of \$209,338.00.

(Fund 01) Individual Services Agreement Amendment No. 1 between AUSD and Spectrum for \$12,859.20 for a new total of \$111,489.00.

(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$66,424.00.

For reasons of confidentiality, the contracts for non-public schools and non-public agencies with student specific information are not uploaded to this item, and will be maintained in the Special Education Department for review upon request.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached non-confidential contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Ruby Bridges Day in Alameda Unified School District - November 14, 2024

Item Type: Consent

Background: In the year 1960, six year old Ruby Bridges was the first African American child to attend the all-white William Frantz Elementary School in New Orleans. She and her mother had to be escorted to school everyday by an United States Marshall to protect them from the angry crowds that would collect outside the school. Despite the threats and protests, the Bridges family were determined to keep sending Ruby to school. Barbara Henry was the only teacher that would teach a black child and so for the entire year, Ms. Henry taught Ruby Bridges alone in a classroom.

Ms. Ruby Bridges went on to graduate from a de-segregated high school. She wrote two books about her experience as a child and she received the Carter G. Woodson Book Award for her work. In 1999, Ms. Bridges established the Ruby Bridges Foundation to promote tolerance and create change through education. In 2000, she was made an honorary Deputy Marshal in a ceremony in Washington D.C.

In 2006, Alameda Unified School District named a new school on the west end of the city after Ms. Ruby Bridges to inspire and teach a new generation of students about her lifelong activism for racial equality. Every year on November 14th, students, staff, and teachers at Ruby Bridges Elementary honor Ms. Bridges and the courage she carried to walk through the doors of William Franz Elementary School in 1960.

AUSD LCAP Goals: 2a. Support all students in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board

ATTACHMENTS:

Description	Upload Date	Type
□ Ruby Bridges Day Proclamation	11/6/2024	Backup Material

PROCLAMATION
Ruby Bridges Day in Alameda Unified School District
November 14th

WHEREAS, on November 14, 1960 six year old Ruby Bridges was one of six African American children to pass the test that determined whether or not they could go to the all-white William Frantz Elementary School in New Orleans, LA; and

WHEREAS, of the six children who passed the test, two of the children decided to stay at their old school, and Ruby Bridges went to William Frantz Elementary School by herself, as the only African American student to attend the school; and

WHEREAS, every day US Marshalls had to escort young Ruby and her mother to school where a crowd of people who didn't want her at the school yelled things at her; and

WHEREAS, Former United States Deputy Marshal Charles Burks later recalled that Ruby "showed a lot of courage, she never cried, she didn't whimper, she just marched along like a little soldier;" and

WHEREAS, as soon as Ruby Bridges entered the school, white parents pulled their own children out, and all the teachers except one refused to teach while a black child was enrolled in the school; and

WHEREAS, Barbara Henry, originally from Boston, MA was the only teacher that would teach Ruby Bridges and for the entire year Ms. Henry taught Ruby Bridges alone in the classroom; and

WHEREAS, there were threats to poison Ruby's food, so the US Marshalls assigned to protect her only allowed her to eat food brought from home; and

WHEREAS, the threats to Ruby extended to her family as well. Her father lost his job and the grocery store where the family shopped would no longer let them shop there, and her grandparents who were sharecroppers in Mississippi, were turned off their land; and

WHEREAS, despite the threats and protests, the Bridges family was determined to keep sending Ruby to school; she didn't miss a single day of class that year; and

WHEREAS, over time other African American students enrolled into William Frantz Elementary School, and many years later Ruby Bridges' four nieces attended the school made famous by their brave Aunt Ruby; and

WHEREAS, in 1964 artist Norman Rockwell celebrated Ruby Bridges' courage with a painting of Ruby's first day of school entitled "The Problem We All Live With"; and

WHEREAS, Ms. Bridges went on to graduate from a de-segregated high school, became a travel agent, married and raised a family. Ms. Bridges also wrote two books about her experiences as a child and she received the Carter G. Woodson Book Award for her work; and

WHEREAS, in 1999 Ruby Bridges established The Ruby Bridges Foundation to promote tolerance and create change through education and in 2000, Ms. Bridges was made an honorary deputy marshal in a ceremony in Washington, D. C.; and

WHEREAS, in 2006 Alameda Unified School district decided to name a new school located on the west end of the city after Ms. Ruby Bridges as a way to inspire and teach a new generation of students about Ms. Bridges’ lifelong activism for racial equality; and

WHEREAS, every year on November 14th students, staff, and teachers at Ruby Bridges Elementary honor Ms. Bridges and the courage she carried to walk through the doors of William Franz Elementary School in 1960 by gathering before school begins, and families are asked to line up and walk through the school’s gates while teachers, staff, and families welcome the students with words of love and encouragement to start the day; and

WHEREAS, on September 20, 2021, Senate Resolution 59 introduced by Senator Becker proclaiming November 14th as Ruby Bridges Walk to School Day in the state of California was approved; and

WHEREAS, on November 9th, 2021, the Alameda Unified School District Board of Education proclaimed November 14th as Ruby Bridges Day in Alameda Unified School District.

THEREFORE, BE IT PROCLAIMED that November 14, 2024 be recognized as Ruby Bridges Day in Alameda Unified School District.

PASSED AND ADOPTED this 12th day of November, 2024.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District Alameda
County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Inclusive Schools Week - December 1-7, 2024

Item Type: Consent

Background: Inclusive Schools Week was originally developed under a grant from the U.S. Department of Education's Office of Special Education Programs. It was conceived as a vehicle through which the federally funded National Institute for Urban School Reform (NIUSI) and the National Center for Restructuring Education, Schools, and Teaching (NCREST) could disseminate materials concerning inclusive education. As a partner to NIUSI and NCREST, the Urban Special Education Leadership Collaborative at Education Development Center, Inc. (EDC) played a strategic role in this initiative, providing vision for *Inclusive Schools Week*, managing outreach efforts, and continuing to financially support, develop, and manage *Inclusive Schools Week* when federal funding was no longer available.

Since its inception in 2001, Inclusive Schools Week has celebrated the progress that schools have made in providing a supportive and quality education to an increasingly diverse student population. The Week also provides an important opportunity for educators, students, and parents to discuss what else needs to be done in order to ensure that their schools continue to improve their ability to successfully educate all children.

The Week also provides an important opportunity for educators, students, and parents to discuss what else needs to be done in order to ensure that their schools continue to improve their ability to successfully educate all children. Inclusive Schools Week allows us all to take a moment to applaud the progress we've made toward building more inclusive school communities while pledging to continue our work toward becoming a more inclusive society.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

Description	Upload Date	Type
☐ Inclusive Schools Proclamation	11/6/2024	Backup Material

PROCLAMATION
Inclusive Schools Week
December 1-7, 2024

WHEREAS, celebrated during the first week in December, Inclusive Schools Week was created in 2001 to commemorate the progress that schools have made in providing a supportive and quality education to an increasingly diverse student population; and

WHEREAS, this diverse population includes all children who experience challenges due to disability, gender, socio-economic status, cultural heritage, language preference, and other factors; and

WHEREAS, Inclusive Schools Week was originally developed under a grant from the U.S. Department of Education’s Office of Special Education Programs; and

WHEREAS, it was conceived as a vehicle through which the federally funded National Institute for Urban School Reform (NIUSI) and the National Center for Restructuring Education, Schools, and Teaching (NCREST) could disseminate materials concerning inclusive education; and

WHEREAS, as a partner to NIUSI and NCREST, the Urban Special Education Leadership Collaborative at Education Development Center, Inc. played a strategic role in this initiative, providing vision for Inclusive Schools Week, managing outreach efforts, and continuing to financially support, develop, and manage it when federal funding was no longer available; and

WHEREAS, Inclusive Schools Week provides an important opportunity for educators, students, and parents to discuss what else needs to be done in order to ensure that their schools continue to improve their ability to successfully educate all children;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education hereby recognizes December 1-7, 2024 as Inclusive Schools Week.

PASSED AND ADOPTED this 12th day of November, 2024.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On January 9, 2024, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2023-2024.35 further limited the delegation to expenditures of less than \$114,500 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

1. (Fund 01) Amendment No. 1 to Professional Services Agreements between AUSD and Alameda County Industries, Inc. (ACI) for an increase of \$16,851.28 and a new estimated total scheduled service cost of \$302,975.98, with additional fees for on-call services.
2. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Accessibility Service Company for a total price not to exceed \$25,000.00.
3. (Fund 01) Professional Services Agreement between AUSD and ASF Clean Team for a total not to exceed \$55,000.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Alameda County Industries	11/6/2024	Backup Material
☐ Accessibility Service Company	11/6/2024	Backup Material

☐ ASF Clean Team	11/6/2024	Backup Material
☐ EverDriven Technologies LLC	11/8/2024	Backup Material

AMENDMENT NO. 1 to Professional Services Agreement #2409
Dated July 1, 2024

This Amendment is entered into on November 12, 2024, between the Alameda Unified School District (District) and Alameda County Industries (ACI) (CONTRACTOR). The District entered into a PSA with the CONTRACTOR for district-wide waste, recycling, and organic services, and the parties agree to amend that Agreement as follows:

<p>1. Services</p> <p>Edison Elementary School: Increase landfill pickup to twice a week Lincoln Middle School: Increase landfill pickup to twice a week Wood Middle School Temporary Campus: Add organic waste service Encinal High School: Increase landfill pickup to three times a week Alameda High School: Increase landfill pickup to three times a week and increase organic waste pickup to twice a week. Remove (2) 96-gallon carts Remove the extra (2) 2-yard account</p>
<p>2. Compensation</p> <p>Original PSA: Scheduled services estimated at \$286,124.70. (additional fees for on-call services) Amendment No. 1: Estimated increase of \$16,851.28. Amended PSA: \$302,975.98 with additional fees for on-call services</p>

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- There are no previous amendments to this Agreement.
- This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____
 Name: Jennifer Williams
 President, Board of Education

“CONTRACTOR”

By:  _____ 11/06/2024
Chris Valbusa (Dist. #2409 to 05 PSA)
 Name: Chris Valbusa
 General Manager

School Name	Service Address	Size	Frequency	Schedule	Monthly Cost	Annual Cost July 1 - June 30***				
						FY2023-24***	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Franklin Elementary School	1433 San Antonio Ave	3 yard	1	M	\$ 194.98	\$ 1,703.71	\$ 1,754.82	\$ 1,807.46	\$ 1,861.69	\$ 1,917.54
Otis Elementary School	3010 Fillmore Street	3 yard	1	M	\$ 194.98	\$ 1,703.71	\$ 1,754.82	\$ 1,807.46	\$ 1,861.69	\$ 1,917.54
Paden Elementary School	444 Central Ave	3 yard	1	M	\$ 194.98	\$ 1,703.71	\$ 1,754.82	\$ 1,807.46	\$ 1,861.69	\$ 1,917.54
Alameda High School	2200 Central Ave	7 yard	3	M, W, F	\$ 1,392.12	\$ 8,029.92	\$ 12,529.08	\$ 12,904.95	\$ 13,292.10	\$ 13,690.86
Bayfarm School	200 Auginbaugh Way	3 yard	2	M, Th	\$ 393.85	\$ 3,441.41	\$ 3,544.65	\$ 3,650.99	\$ 3,760.52	\$ 3,873.33
Earhart Elementary School	400 Packet Landing Rd	4 yard	2	M, Th	\$ 525.13	\$ 4,588.54	\$ 4,726.20	\$ 4,867.98	\$ 5,014.02	\$ 5,164.44
Ruby Bridges Elementary School	351 Jack London Ave	4 yard	2	M, Th	\$ 525.13	\$ 4,588.54	\$ 4,726.20	\$ 4,867.98	\$ 5,014.02	\$ 5,164.44
Wood Middle School	420 Grand Street	7 yard	2	M, Th	\$ 918.98	\$ 8,029.92	\$ 8,270.81	\$ 8,518.94	\$ 8,774.51	\$ 9,037.74
Temp Campus (Wood Middle School)	1801 Sandcreek Way	4 yard	3	M, W, F	\$ 795.49	\$ 8,029.92	\$ 7,159.41	\$ 7,374.19	\$ 7,595.42	\$ 7,823.28
Longfellow/Island High School/WCDC*	500 Pacific Ave	5-96 gallon	2	M, W	\$ 372.92	\$ 3,258.52	\$ 3,356.27	\$ 3,456.96	\$ 3,560.67	\$ 3,667.49
Food Service Warehouse/Clement	2130 Clement Ave	4 yard	1	Th	\$ 259.97	\$ 2,271.59	\$ 2,339.74	\$ 2,409.93	\$ 2,482.23	\$ 2,556.70
Edison Elementary School	2700 Buena Vista Ave	3 yard	2	M, Th	\$ 393.85	\$ 1,703.71	\$ 3,544.65	\$ 3,650.99	\$ 3,760.52	\$ 3,873.33
Encinal High School	210 Central Ave	7 yard	3	M, W, F	\$ 1,392.12	\$ 8,029.92	\$ 12,529.08	\$ 12,904.95	\$ 13,292.10	\$ 13,690.86
Love Elementary School	2025 Santa Clara Ave	4 yard	1	Th	\$ 259.97	\$ 2,271.59	\$ 2,339.74	\$ 2,409.93	\$ 2,482.23	\$ 2,556.70
Lincoln Middle School	1250 Fernside Blvd	4 yard	2	M, Th	\$ 525.13	\$ 4,588.54	\$ 4,726.20	\$ 4,867.98	\$ 5,014.02	\$ 5,164.44
Maya Lin School	825 Taylor Ave	3 yard	1	Th	\$ 194.98	\$ 1,703.71	\$ 1,754.82	\$ 1,807.46	\$ 1,861.69	\$ 1,917.54
Thompson Field**	1800 Walnut Street	6-96 gallon	1	W	\$ 223.80	\$ 1,955.39	\$ 2,014.06	\$ 2,074.48	\$ 2,136.71	\$ 2,200.81
District Office	2060 Challenger Drive	1-3 yard	1	TBD	\$ 194.98	\$ 1,703.71	\$ 1,754.82	\$ 1,807.46	\$ 1,861.69	\$ 1,917.54
Singleton Yard**	250 Singleton Ave	30 yard	2x/mo	on call	\$ 824.00	\$ 7,200.00	\$ 7,416.00	\$ 7,638.48	\$ 7,867.63	\$ 8,103.66
TOTAL COST					\$ 9,777.37	\$ 76,506.05	\$ 87,996.19	\$ 90,636.07	\$ 93,355.15	\$ 96,155.81
						\$ 102,008.06	\$ 117,328.25	\$ 120,848.09	\$ 124,473.54	\$ 128,207.74

Notes

- * Longfellow Calculated at five Containers
- ** Thompson Field Calculated at six containers
- ** Singleton Yard Assumes twice a month pulls Tonnage charged seperately
- *** Annualized Costs Baste upon 9 Months of Activity (10 months of school calendar less 1 month of holidays with no service), adustments to this frequency will change the annual cost accordingly.

Alameda Unified School District Rates July 1, 2024 - June 30, 2025
Scheduled Monthly Trash Service

Garbage Bin Size (Cubic Yards)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
1	\$64.99	\$131.29	\$198.88	\$267.76	\$337.95	\$409.45
1.5	\$97.49	\$196.92	\$298.31	\$401.65	\$506.94	\$614.17
2	\$129.99	\$262.57	\$397.75	\$535.54	\$675.91	\$818.89
3	\$194.98	\$393.85	\$596.62	\$803.31	\$1,013.87	\$1,228.35
4	\$259.97	\$525.13	\$795.49	\$1,071.07	\$1,351.83	\$1,637.80
5	\$324.95	\$656.41	\$994.82	\$1,338.83	\$1,689.79	\$2,047.23
6	\$389.95	\$787.70	\$1,193.24	\$1,606.60	\$2,027.74	\$2,456.69
7	\$454.94	\$918.98	\$1,392.12	\$1,874.36	\$2,365.69	\$2,866.14

Container Size (Gallons)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
96	\$37.30	\$74.58	\$111.88	\$149.18	\$186.47	\$223.76

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

Alameda Unified School District Rates July 1, 2024 - June 30, 2025
Special on Call Trash Rates

Garbage Bin Size (Cubic Yards)	On Call
1	\$15.01
1.5	\$22.52
2	\$30.02
3	\$45.03
4	\$60.04
5	\$75.05
6	\$90.06
7	\$105.07

Container Size (Gallons)	1 Pick Up per Week
96	\$8.61

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

School Name	Service Address	Size	Frequency	Schedule	Monthly Cost	Annual Cost July 1 - June 30***				
						FY2023-24**	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Alameda High School	2200 Central Ave	2-2 yard	2	T,F	\$ 1,140.30	\$ 2,466.33	\$ 10,262.70	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
District Office	2060 Challenger Drive	2 yard	1	TBD (1)	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Bayfarm School*	200 Auginbaugh Way	2-96 gallon	2	T,F	\$ 323.92	\$ 2,830.39	\$ 2,915.30	\$ 3,002.76	\$ 3,092.85	\$ 3,185.63
Bayfarm School	200 Auginbaugh Way	2 yard	2	T,F	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Thompson Field*	1800 Walnut Street	6-96 gallon	1	T	\$ 485.82	\$ 4,245.08	\$ 4,372.43	\$ 4,503.60	\$ 4,638.71	\$ 4,777.87
Earhart Elementary School*	400 Packet Landing Road	2-2 yard	1	T	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Edison Elementary School	2700 Buena Vista Ave	2 yard	2	T,F	\$ 570.15	\$ 4,981.91	\$ 5,131.37	\$ 5,285.31	\$ 5,443.87	\$ 5,607.19
Encinal High School	210 Central Ave	2 yard	2	T,F	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Franklin Elementary School*	1433 San Antonio Ave	2-96 gallon	1	T	\$ 161.94	\$ 1,415.03	\$ 1,457.48	\$ 1,501.20	\$ 1,546.24	\$ 1,592.62
Longfellow/Island High School/WCDC*	500 Pacific Ave	4-96 gallon	1	T	\$ 323.88	\$ 2,830.05	\$ 2,914.95	\$ 3,002.40	\$ 3,092.47	\$ 3,185.25
Love Elementary School*	2025 Santa Clara Ave	2-2 yard	1	T	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Lincoln Middle School	1250 Fernside Blvd	2 yard	2	T,F	\$ 570.15	\$ 4,981.91	\$ 5,131.37	\$ 5,285.31	\$ 5,443.87	\$ 5,607.19
Otis Elementary School	3010 Fillmore Street	1 yard	1	T	\$ 141.13	\$ 1,233.17	\$ 1,270.16	\$ 1,308.27	\$ 1,347.51	\$ 1,387.94
Otis Elementary School	3010 Fillmore Street	2 yard	1	T	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Paden Elementary School*	444 Central Ave	2-2 yard	1	T	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Ruby Bridges Elementary School*	351 Jack London Ave	2-2 yard	1	T	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Maya Lin School*	825 Taylor Ave	2-2 yard	2	T,F	\$ 570.15	\$ 4,981.91	\$ 5,131.37	\$ 5,285.31	\$ 5,443.87	\$ 5,607.19
Singleton Maintenance Yard**	250 Singleton Ave	1-30 yard	2x/mo	on call	\$ 824.00	\$ 7,200.00	\$ 7,416.00	\$ 7,638.48	\$ 7,867.63	\$ 8,103.66
Wood Middle School*	420 Grand Street	2-2 yard	1	TBD (1)	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
Temp Campus (Wood Middle School)	420 Grand Street	2 yard	1	TBD (1)	\$ 282.26	\$ 2,466.33	\$ 2,540.32	\$ 2,616.53	\$ 2,695.03	\$ 2,775.88
TOTAL COST					\$ 7,934.04	\$ 61,829.11	\$ 71,406.36	\$ 65,594.51	\$ 67,562.34	\$ 69,589.21
						\$ 82,438.82	\$ 95,208.49	\$ 87,459.34	\$ 90,083.12	\$ 92,785.62

Notes
 * Assumes Multiple Container Count
 ** Assumes Twice a month Pulls Tonnage Charged Separately
 *** Annualized Costs Base upon 9 Months of Activity (10 months of school calendar less 1 month of holidays with no service), adjustments to this frequency will change the annual cost accordingly.

Alameda Unified School District Rates Rates July 1, 2024 - June 30, 2025
Scheduled Organic Monthly Service

Container Size (Cubic Yards)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
1	\$141.13	\$285.08	\$431.83	\$581.42	\$733.85	\$889.09
1.5	\$211.69	\$427.60	\$647.78	\$872.17	\$1,100.76	\$1,333.64
2	\$282.26	\$570.15	\$863.69	\$1,162.88	\$1,467.70	\$1,778.16
3	\$423.38	\$855.21	\$1,295.54	\$1,744.33	\$2,201.56	\$2,667.27

Cart Size (Gallons)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
96	\$80.97	\$161.96	\$242.93	\$323.89	\$404.87	\$485.85

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

Alameda Unified School District Rates Rates July 1, 2024 - June 30, 2025
Special Organic On Call Rates

Container Size (Cubic Yards)	On Call
1	\$32.59
1.5	\$48.89
2	\$65.19
3	\$97.78

Cart Size (Gallons)	1 Pick Up per Week
96	\$18.70

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

						Annual Cost July 1 - June 30***				
School Name	Service Address	Size	Frequency	Schedule	Monthly Cost	FY2023-24***	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Alameda High School	2200 Central Ave	7 yard	2	M, Th	\$ 363.95	\$ 3,180.15	\$ 3,275.55	\$ 3,373.82	\$ 3,475.03	\$ 3,579.28
District Office	2060 Challenger Drive	3 yard	1	Th	\$ 155.98	\$ 1,362.94	\$ 1,403.83	\$ 1,445.95	\$ 1,489.32	\$ 1,534.00
Bayfarm School	200 Auginbaugh Way	4 yard	2	M, Th	\$ 420.11	\$ 3,670.85	\$ 3,780.98	\$ 3,894.41	\$ 4,011.24	\$ 4,131.58
Food Service Warehouse/Clement	2130 Clement Ave	4 yard	1	Th	\$ 207.98	\$ 1,817.27	\$ 1,871.78	\$ 1,927.94	\$ 1,985.78	\$ 2,045.35
Thompson Field*	1800 Walnut Street	5-96 gallon	1	Th	\$ 149.15	\$ 1,303.31	\$ 1,342.41	\$ 1,382.68	\$ 1,424.16	\$ 1,466.89
Earhart Elementary School	400 Packet Landing Road	4 yard	2	M, Th	\$ 420.11	\$ 3,670.85	\$ 3,780.98	\$ 3,894.41	\$ 4,011.24	\$ 4,131.58
Edison Elementary School	2700 Buena Vista Ave	4 yard	2	M, Th	\$ 420.11	\$ 3,670.85	\$ 3,780.98	\$ 3,894.41	\$ 4,011.24	\$ 4,131.58
Encinal High School	210 Central Ave	6 yard	2	TBD	\$ 420.11	\$ 3,670.85	\$ 3,780.98	\$ 3,894.41	\$ 4,011.24	\$ 4,131.58
Franklin Elementary School	1433 San Antonio Ave	4 yard	1	Th	\$ 207.98	\$ 1,817.27	\$ 1,871.78	\$ 1,927.94	\$ 1,985.78	\$ 2,045.35
Longfellow/Island High School/WCDC*	500 Pacific Ave	5-96 gallon	1	Th	\$ 149.16	\$ 1,303.31	\$ 1,342.41	\$ 1,382.68	\$ 1,424.16	\$ 1,466.89
Love Elementary School	2025 Santa Clara Ave	6 yard	2	M, Th	\$ 630.16	\$ 5,506.26	\$ 5,671.45	\$ 5,841.59	\$ 6,016.84	\$ 6,197.35
Lincoln Middle School	1250 Fernside Blvd	6 yard	2	M, Th	\$ 630.16	\$ 5,506.26	\$ 5,671.45	\$ 5,841.59	\$ 6,016.84	\$ 6,197.35
Singleton Maintenance Yard	250 Singleton Ave	4 yard	1	Th	\$ 207.98	\$ 1,817.27	\$ 1,871.78	\$ 1,927.94	\$ 1,985.78	\$ 2,045.35
Otis Elementary School	3010 Fillmore Street	4 yard	2	M, Th	\$ 420.11	\$ 3,670.85	\$ 3,780.98	\$ 3,894.41	\$ 4,011.24	\$ 4,131.58
Paden Elementary School	444 Central Ave	5 yard	1	Th	\$ 259.96	\$ 2,271.53	\$ 2,339.67	\$ 2,409.86	\$ 2,482.16	\$ 2,556.62
Ruby Bridges Elementary School	351 Jack London Ave	4 yard	3	M, W, F	\$ 636.39	\$ 5,560.73	\$ 5,727.55	\$ 5,899.37	\$ 6,076.36	\$ 6,258.65
Maya Lin School	825 Taylor Ave	6 yard	2	M, Th	\$ 630.16	\$ 5,506.26	\$ 5,671.45	\$ 5,841.59	\$ 6,016.84	\$ 6,197.35
Wood Middle School	420 Grand Street	6 yard	3	M, W, F	\$ 954.59	\$ 8,341.11	\$ 8,591.34	\$ 8,849.08	\$ 9,114.55	\$ 9,387.99
Temp Campus (Wood Middle School)	1801 Sandcreek Way	4 yard	3	M, W, F	\$ 954.59	\$ 8,341.11	\$ 8,591.34	\$ 8,849.08	\$ 9,114.55	\$ 9,387.99
TOTAL COST					\$ 8,238.74	\$ 71,989.03	\$ 74,148.70	\$ 76,373.16	\$ 78,664.36	\$ 81,024.29
						\$ 95,985.37	\$ 98,864.93	\$ 101,830.88	\$ 104,885.81	\$ 108,032.38
						12 MONTHS				

Notes

* Assumes Multiple Container Count

*** Annualized Costs Baste upon 9 Months of Activity (10 months of school calendar less 1 month of holidays with no service), adujstments to this frequency will change the annual cost accordingly.

Alameda Unified School District Rates Rates July 1, 2024 - June 30, 2025

Scheduled Mixed Recycle Monthly Service

Container Size (Cubic Yards)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
1	\$51.99	\$105.03	\$159.09	\$214.21	\$270.36	\$327.56
1.5	\$77.99	\$157.54	\$238.65	\$321.33	\$405.54	\$491.34
2	\$103.99	\$210.06	\$318.20	\$428.43	\$540.73	\$655.11
3	\$155.98	\$315.08	\$477.30	\$642.65	\$811.10	\$982.68
4	\$207.98	\$420.11	\$636.40	\$856.86	\$1,081.47	\$1,310.24
5	\$259.96	\$525.12	\$795.86	\$1,071.07	\$1,351.83	\$1,637.79
6	\$311.97	\$630.16	\$954.59	\$1,285.28	\$1,622.20	\$1,965.35
7	\$363.95	\$735.18	\$1,113.70	\$1,499.48	\$1,892.56	\$2,292.90

Cart Size (Gallons)	1 Pick Up per Week	2 Pick Up per Week	3 Pick Up per Week	4 Pick Up per Week	5 Pick Up per Week	6 Pick Up per Week
96	\$29.83	\$59.67	\$89.50	\$119.33	\$149.16	\$179.00

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

Alameda Unified School District Rates Rates July 1, 2024 - June 30, 2025

Special Mixed Recycle On Call Rates

Container Size (Cubic Yards)	On Call
1	\$12.01
1.5	\$18.01
2	\$24.02
3	\$36.02
4	\$48.03
5	\$60.04
6	\$72.05
7	\$84.05

Cart Size (Gallons)	On Call
96	\$6.89

Debris Box Size (Cubic Yards)	Per Pull Charge	Tonnage Charge
30	\$412.00	\$130.08

AMENDMENT NO. 1 to Professional Services Agreement
Dated July 16, 2024

This Amendment is entered into on November 12, 2024, between the Alameda Unified School District (District) and EverDriven Technologies, LLC (CONTRACTOR). The District entered into a PSA with the CONTRACTOR for back-up special education transportation services, and the parties agree to amend that Agreement as follows:

1. Services Increase of students routed for transportation due to bid-awarded contractor unable to service all needed routes.
2. Compensation Original PSA: \$75,000.00 Amendment No. 1: \$200,000.00 Amended PSA: \$275,000.00.

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- There are no previous amendments to this Agreement.
- This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____
 Name: Jennifer Williams
 President, Board of Education

CONTRACTOR”

By:  _____
 Name: Danielle Press
 Chief Growth Officer

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.19 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$309,110.78.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles. | #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2024-2025.19	10/29/2024	Resolution Letter
☐ Attachment A	10/29/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

November 12, 2024

Resolution No. 2024-2025.19

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

- 1000 Certificated Salaries
- 2000 Classified Salaries
- 3000 Employee Benefits
- 4000 Books and Supplies
- 5000 Services and Other Operating Expense
- 6000 Capital Outlay
- 7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 12th day of November, 2024:

AYES: _____ MEMBERS:

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS:

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Jennifer Williams, President
Board of Education
Alameda Unified School District

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda Adult School	Donations	\$ 22.00
Alameda HS	Donations	\$ 36,640.00
ASTI	Donations	\$ 900.00
Bay Farm	Donations	\$ 7,650.00
Earhart	Donations	\$ 88.00
Ed Services	Donations	\$ 6,996.00
Encinal HS	Donations	\$ 16,521.00
Franklin	Donations	\$ 166,364.00
Lincoln MS	Donations	\$ 20,294.64
Love	Donations	\$ 15,000.00
Maya Lin	Donations	\$ 27,750.00
Otis	Donations	\$ 7,672.90
Paden	Donations	\$ 1,700.00
Ruby Bridges	Donations	\$ 480.00
Wood MS	Donations	\$ 1,032.24
Total		\$ 309,110.78

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.20 Approving Charter Renewal Petition for The Academy of Alameda (AoA)

Item Type: Action

Background: On August 22nd The Academy of Alameda submitted a petition for charter renewal. The charter petition review process is governed by state law, which specifies that student performance must be the most important criterion and the petitions must be approved unless the District makes specific written findings demonstrating that the charter school has failed to meet one of the renewal standards set out in the Education Code.

As part of its renewal process, AUSD staff reviewed the petition, conducted a multi-day site visit, reviewed student performance data, analyzed the school's budget and audit reports, and interviewed AoA board members, leadership, staff, parents, and students. After completing its review, staff recommends renewal.

The charter renewal petition came to the Board and the public for a public hearing on October 8th. Charter school staff had an opportunity to make their presentation to the Board of Education. AUSD staff presented their findings and recommendations to the Board on October 22nd.

Tonight the Board will vote on Resolution No. 2024-2025.20 approving the charter renewal petition of the Academy of Alameda.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Staff time spent on charter petition review process offset by the oversight fee AUSD charges its charters each year.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kirsten Zazo, Chief Student Support Officer

ATTACHMENTS:

	Description	Upload Date	Type
□	Resolution No. 2024-2025.20 Approving Charter Renewal Petition of The Academy of Alameda_11.12.24	10/25/2024	Resolution Letter
□	Presentation: AoA Charter Renewal Findings and Recommendations_10.22.24	10/25/2024	Presentation

▣	AUSD Charter Renewal Rubric	10/25/2024	Backup Material
▣	AoA Charter School Renewal Petition dated 8.22.24	10/25/2024	Backup Material
▣	AoA 2024-25 LCAP and Budget Overview for Parents	10/25/2024	Backup Material
▣	AoA Uniform Complaint Policy and Procedures_Revised August 13, 2023	10/25/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

November 12, 2024

Resolution No. 2024-2025.20

Resolution Approving Charter Renewal Petition of The Academy of Alameda

WHEREAS, on August 22, 2024, pursuant to the procedures set forth in Education Code Section 47605.6(b) and its implementing regulations, petitioners for The Academy of Alameda (“AoA”) delivered a petition to renew AoA’s charter as a District-authorized charter school (the “Petition”); and

WHEREAS, the District’s Governing Board held a public hearing on this matter on October 8, 2024; and

WHEREAS, in response to the Petition, District staff reviewed the Petition and its attached supporting materials, conducted a multiday site visit, interviewed AoA board members, school leadership, staff, parents, and students, reviewed academic performance data, budget and audit documentation, school policies and procedures, and other documentation identified in the staff report dated October 22, 2024; and

WHEREAS, the Board reviewed the Petition, taking into consideration the testimony and documents submitted, including testimony presented at the public hearing and other public Board meetings, additional materials received from petitioners, and the findings of District staff, (the “Record”); and

WHEREAS, the Board considered increases in pupil academic achievement for all groups of pupils served by AoA as the most important factor in determining whether to grant the Petition; and

WHEREAS, the Board considered the past performance of AoA’s academics, finances, governance, and future plans for improvement in evaluating the likelihood of future success by AoA; and

WHEREAS, the Board hereby adopts the information, recommendations, and proposed findings in the staff report presentation dated October 22, 2024, and the attached petition review rubric (collectively, the “Findings”), which are hereby incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board finds the above listed recitals to be true and correct and incorporates them herein by this reference.
2. The Board finds that, based on the standards set out in sections 47605 and 47607 of the Education Code, the Record and Findings are insufficient to deny the Petition.

3. Accordingly, the Board approves the Petition. The charter is renewed for a period of seven years of school operation, commencing on July 1, 2025, and continuing through June 30, 2032.
4. Staff is authorized and directed to take all steps necessary to execute this resolution.

PASSED AND ADOPTED by the following vote this 12th day of November 2024:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Superintendent
Secretary of the Board of Education
Alameda Unified School District
Alameda County, State of California

Academy of Alameda Charter Renewal Petition: Findings and Recommendations

Kirsten Zazo, Asst. Superintendent of Ed. Services

October 22, 2024

Renewal Petitions: Process

- Renewal process:
 - Per Ed Code, primary criterion is academic performance
 - Review all areas of schools (academics, finance, compliance, charter language) by variety of AUSD offices (Teaching & Learning, Student support Services, Special Ed, Finance, Legal)
- Materials considered:
 - Petition; SBAC/Dashboard data; LCAP; policies; interviews with board, leadership, staff, parents, students; site visit observations; budget; audit reports; enrollment data; special education/SELPA data; AUSD staff observations from throughout charter term

Renewal Standard

- Renewal petitions are governed by the same basic standard as initial petitions, but with additional threshold showing.
- Threshold showing: Charter school must show demonstrated academic performance “at least equal” to comparable district schools. (EC 47607(b))
 - Comparable schools are the District schools charter students would otherwise have attended and those with similar student populations to the population served by the Charter school.
- Schools making threshold showing are then evaluated across the board; emphasis still on academic performance:
 - “The authority that granted the Charter shall consider increases in pupil academic achievement for all groups of pupils served by the Charter school as the most important factor in determining whether to grant a Charter renewal.” (EC 47607(a)(3)(A))

Renewal Standard, *cont...*

- Essentially, if a school has satisfactory pupil achievement, there is a presumption that the petition must be approved
- To overcome presumption, there must be a finding that:
 - The Charter school presents an unsound educational program for the pupils to be enrolled in the charter school, or
 - The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition, or
 - The petition does not contain reasonably comprehensive descriptions of its academic, financial, and compliance programs
- Findings must be specific, written, and supported by substantial evidence

AUSD Review Questions

- Is the school academically sound?
- Is the school an effective, viable organization?
- Has the school been faithful to the terms of its charter?
- Are the school's plans for a future charter term reasonably comprehensive?

AUSD Review Rubric

- AUSD uses criteria set out in attached rubric to measure adherence to standards:
 - Improving Student Achievement
 - Strong Leadership and Responsible Governance
 - Focus on Continuous Improvement
 - Fiscal Accountability
- Criteria subdivided into specific areas of focus
 - Graded on 5-point scale (1/Unsatisfactory, 2/Inadequate, 3/Underdeveloped, 4/Proficient, 5/Excellent)
 - Scores 3 or above required for renewal recommendation

AOA Matrix Results

Element	Brief Description	Level
<u>1.1</u>	<u>Achieves clear, measurable program goals and achievement objectives</u>	3 (Underdeveloped)
<u>1.2</u>	<u>Provides a challenging and coherent curriculum for each student</u>	3 (Underdeveloped)
<u>1.3</u>	<u>Implements/directs learning experiences that actively engage students</u>	3 (Underdeveloped)
<u>1.4</u>	<u>Uses results of evaluation/assessment as basis for resource allocation</u>	4 (Proficient)
<u>1.5</u>	<u>Promotes safe, healthy, and nurturing learning environment</u>	4 (Proficient)
<u>1.6</u>	<u>Involves staff, students, P/G, and stakeholders in accountability - reports</u>	5 (Excellent)
<u>1.7</u>	<u>Maximizes access to learning environment for all students</u>	3 (Underdeveloped)

AOA Matrix Results, cont...

Element	Brief Description	Level
<u>2.1</u>	<u>Effectively communicates and engages stakeholders in the M/V</u>	5 (Excellent)
<u>2.2</u>	<u>Generates and sustains a school culture conducive to professional growth</u>	4 (Proficient)
<u>2.3</u>	<u>Treats all individuals with fairness, dignity, and respect</u>	4 (Proficient)
<u>2.4</u>	<u>Has a cogent understanding of the laws, trends, issues</u>	3 (Underdeveloped)
<u>2.5</u>	<u>Consistently engages in timely reporting to district, state, county</u>	4 (Proficient)
<u>2.6</u>	<u>Maintains effective and active control of the charter school</u>	3 (Underdeveloped)
<u>2.7</u>	<u>Ensures implementation of student recruitment, retention, and enrollment</u>	3 (Underdeveloped)

AOA Matrix Results, cont...

Element	Brief Description	Level
<u>3.1</u>	<u>Establishes benchmarks and a variety of accountability tools</u>	4 (Proficient)
<u>3.2</u>	<u>Establishes long and short-term goals and actively monitors - LCAP</u>	4 (Proficient)

Element	Brief Description	Level
<u>4.1</u>	<u>Establishes clear fiscal policies to ensure appropriate use of funds</u>	4 (Proficient)
<u>4.2</u>	<u>Creates and monitors immediate and long-range financial plans</u>	4 (Proficient)
<u>4.3</u>	<u>Conducts an annual financial audit which is made public</u>	4 (Proficient)
<u>4.4</u>	<u>Enrollment is stable and/or growing at the rate anticipated by charter</u>	3 (Underdeveloped)
<u>4.5</u>	<u>Ensures financial resources are directly related to stated goals - LCAP</u>	3 (Underdeveloped)
<u>4.6</u>	<u>School projects to maintain financial viability during proposed term</u>	3 (Underdeveloped)

Summary of Findings: Criteria 1 (Student Instruction)

Observed strengths:

- Students have access to standards-based curriculum.
- Lessons, assessments and grading are standards aligned
- Instructional strategies provides opportunities for students to access the curriculum, i.e hands on learning, projects
- The site has clear systems to identify students who need additional support and roles to address this work.
- There is a restorative justice coordinator for the middle school and strong evidenced-based SEL curriculum in elementary school,
- Parents who were interviewed had only positive praise for how parents are communicated with and the level of in depth information provided by staff about their students
- Staff is empowered to be a part of the professional development and have input to grow in areas they want to grow in professional as well as organizational direction
- Structures for PBIS in place ie CROWN

Areas to consider for Improvement:

- Track the response to differentiated academic supports provided to students with disabilities.
- Student engagement inhibits
- Classroom management
- The site should continue to consider consolidating administrative positions further to support interventionists. Example: There is no longer an EL coordinator who provides direct supports to English Learners. How are students who need a Tier 3 intervention continuing to get services?
- Unclear connection/transition between the elementary and middle school behavior expectations i.e. systems are distinct from each other
- Parents are wanting to re-engage in ways prior to COVID, how can AOA tap into that desire and build upon it
- Review identification process for McKinney Vento to ensure ability to identify and serve appropriately
- Review of discipline process as there was a disproportion of BIPOC students suspended based on data

Summary of Findings: Criteria 2 (Leadership & Governance)

Observed strengths:

- All stakeholders are able to speak generally to the school's overall mission/vision and are committed as equal partners in furthering the mission/vision.
- Staff referenced high level of support from site administration
- The school's tenants are all about social justice, texts in English and Humanities classes are all culturally responsive and inclusive. Elementary has a clear path to intervention
- Based on documents presented, there appears to be a standardized process for onboarding
- AoA has made progress in ensuring all teaching staff are credentialed
- The school consistently submits their local indicators on time, and therefore has a "met standard" rating on the California Dashboard
- The charter submits its financial reports and other related reports in a timely manner.
- There is a clearly articulated enrollment policy that is inclusive of lottery and waitlist posted on the webpage. There isn't a lot of student movement - students who enroll early in elementary school tend to stay through middle school.

Areas to consider for Improvement:

- MTSS continuum of supports needs to be expanded and more robust for middle school.
- Ensure that all staff receive all the required annual trainings mandated by the State and Ed Code
- Making sure credential type is compliant with the class content
- The charter's conflict of interest policy does not include its Board members and the charter does not maintain any record of Form 700's for such members.
- AOA needs to update its board policies to align to current education code. Once policies are updated there needs to be a system for removing policies from the website.

Summary of Findings: Criteria 3 (Improvement/Data Use)

Observed strengths:

- Clear roles, systems, and processes for identifying students who need additional support through the use of Star and data trackers.
- The school has good short and long term goals, ensuring interim academic progress monitoring. All goals are measurable.

Areas to consider for Improvement:

- AOA should consider how they are explicitly monitoring and therefore supporting emerging multilingual students. While it is essential that English Learning students are included in their MTSS data identification for additional supports, it would also be paramount to the success of this underserved group of students to spend time looking at their outcomes separately.
- The school should disaggregate all Star Growth data in the LCAP by student groups so they can make their short term goals more actionable and ensure certain student groups are making progress.

Summary of Findings: Criteria 4 (Fiscal Accountability)

Observed strengths:

- Academy of Alameda has clear fiscal policies available to public
- Academy of Alameda frequently monitors its short and long term financial plans and take timely action to adjust the budget
- Academy of Alameda had clean audit in the past two year
- Academy of Alameda experienced a 3% increase in enrollment resulting from its strategic marketing plan in 2022-23 and projected further reasonable increase.
- Academy of Alameda allocated its resources to stated goals
- Academy of Alameda's multi-year projection demonstrates its ability to stay solvent over the next 4 years

Areas to consider for Improvement:

- The Charter lacks a defined authority level regarding contracts. All contracts can be executed by the Executive Director, with no amount requiring Board approval for authorization. While contracts are presented over \$25k, there is no indication that services wait until Board has reviewed and ratified a contract.
- The Manager of Special Education has a charter credit card, along with the Executive Director. A cc is needed operationally, however, should be restricted to a certain level of employee.
- The charter has no documentation to show qualifying status for students in the ELOP funded after-school programs; appears all students are accepted and provided.

Recommendations & Timeline

- Staff recommends a seven year renewal
- Findings will return for action at the Board's next meeting - November 12, 2024
- If AUSD rejects a petition, petitioner has the right to appeal to County Board of Education
- Could then appeal to State Board of Education as well
- December 2024 - Spring 2025: Appeal proceedings before County, State (if needed)

Board Discussion

Academy of Alameda: The Basics

22-23	# In District	% In District	# Out of District	% Out of District	Total
K	36	78.26%	10	21.74%	46
1	35	72.92%	13	27.08%	48
2	30	65.22%	16	34.78%	46
3	35	71.43%	14	28.57%	49
4	35	66.04%	18	33.96%	53
5	42	79.25%	11	20.75%	53
6	46	60.53%	30	39.47%	76
7	75	60.00%	50	40.00%	125
8	76	68.47%	35	31.53%	111
Total School	410	67.55%	197	32.45%	607

Academy of Alameda: The Basics

23-24	# In District	% In District	# Out of District	% Out of District	Total
K	34	66.67%	17	33.33%	51
1	34	69.39%	15	30.61%	49
2	39	75.00%	13	25.00%	52
3	32	66.67%	16	33.33%	48
4	36	69.23%	16	30.77%	52
5	34	66.67%	17	33.33%	51
6	70	65.42%	37	34.58%	107
7	53	60.92%	34	39.08%	87
8	74	60.16%	49	39.84%	123
Total School	406	65.48%	214	34.52%	620

Academy of Alameda: The Basics

24-25	# In District	% In District	# Out of District	% Out of District	Total
TK	13	56.52%	10	43.48%	23
K	31	67.39%	15	32.61%	46
1	33	63.46%	19	36.54%	52
2	35	70.00%	15	30.00%	50
3	36	69.23%	16	30.77%	52
4	35	67.31%	17	32.69%	52
5	35	67.31%	17	32.69%	52
6	65	53.28%	57	46.72%	122
7	70	66.67%	35	33.33%	105
8	53	62.35%	32	37.65%	85
Total School	406	63.54%	233	36.46%	639

Threshold Showing: Demographics and Comparable Schools

Name	Total	Asian	Black/ African - American	Filipino	Hispanic /Latino	Native America n/Alaska n Native	Native Hawaii n/Pacific Islander	White	Two +	EL	SED
Academy of Alameda	620	19.2%	19.4%	6.0%	20.3%	0.3%	1.0%	16.8%	13.9%	12.7%	57.6%
Wood	603	24.7%	7.5%	7.0%	22.4%	0.2%	0.8%	21.4%	10.9%	10.6%	57.9%
Paden	377	21.0%	8.2%	4.8%	19.4%	0.5%	0.3%	29.7%	12.7%	12.7%	46.7%
NEA CLC	487	13.3%	12.3%	1.0%	26.3%	0.6%	0.0%	22.2%	12.3%	13.1%	34.1%
ACLIC	389	31.4%	13.1%	1.5%	19.5%	0.5%	0.3%	21.3%	10.3%	13.9%	37.8%
Alameda Unified	10,557	24.7%	7.1%	4.6%	17.8%	0.2%	0.5%	26.9%	15.1%	8.6%	38.2%

Threshold Showing: 2023-24 SBAC Results

AOA English Language Arts

All Students

All Students

State



Green

13.5 points above standard

Maintained -1.3 Points

Number of Students: 441



Red

Students with Disabilities



Orange

African American



Yellow

English Learners

Hispanic

Socioeconomically Disadvantaged



Green

No Student Groups



Blue

Asian

Two or More Races

White



No Performance Color

American Indian

Filipino

Foster Youth

Homeless


Pacific Islander

Threshold Showing: 2023-24 SBAC Results

AOA Math

All Students

All Students State



Green

16.2 points below standard

Increased 22 Points ⓘ

Number of Students: 441



Red

Students with Disabilities




Orange

African American

English Learners


Hispanic

Socioeconomically Disadvantaged




Yellow

No Student Groups



Green


Asian



Blue

Two or More Races

White



No Performance Color

American Indian

Filipino

Foster Youth

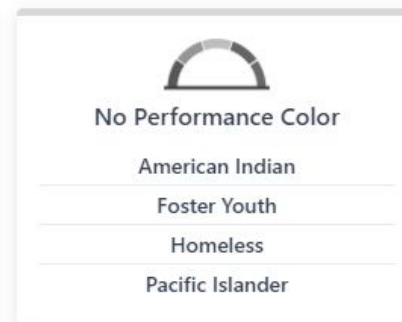
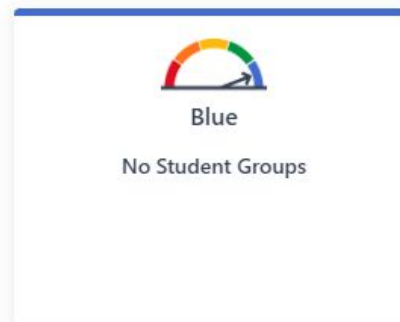
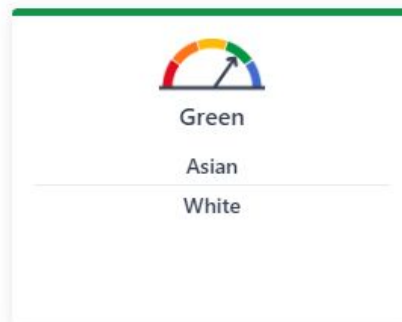
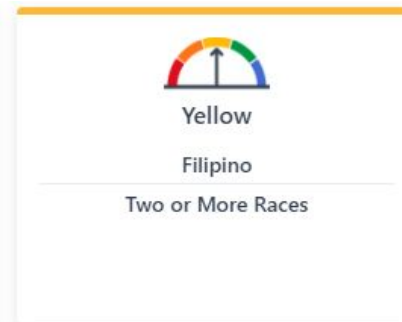
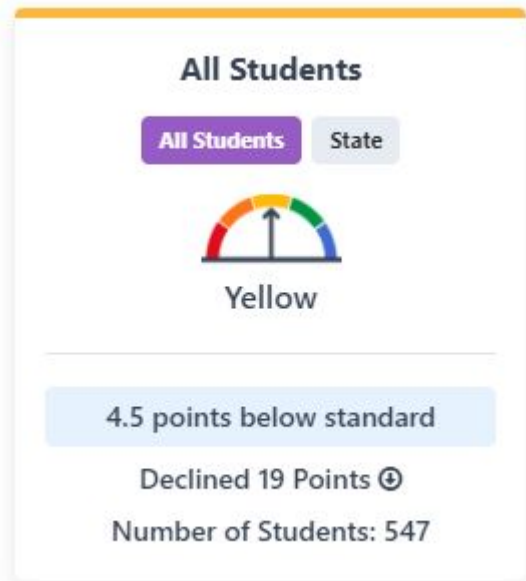
Homeless

Pacific Islander



Threshold Showing: SBAC Results

ELA Wood MS



Threshold Showing: SBAC Results

Math Wood MS

All Students

All Students

State



Orange

28.4 points below standard

Maintained -1.9 Points

Number of Students: 546



Red

African American
Students with Disabilities



Orange

English Learners
Filipino
Hispanic
Two or More Races
Socioeconomically Disadvantaged



Yellow

No Student Groups



Green

Asian
White



Blue

No Student Groups

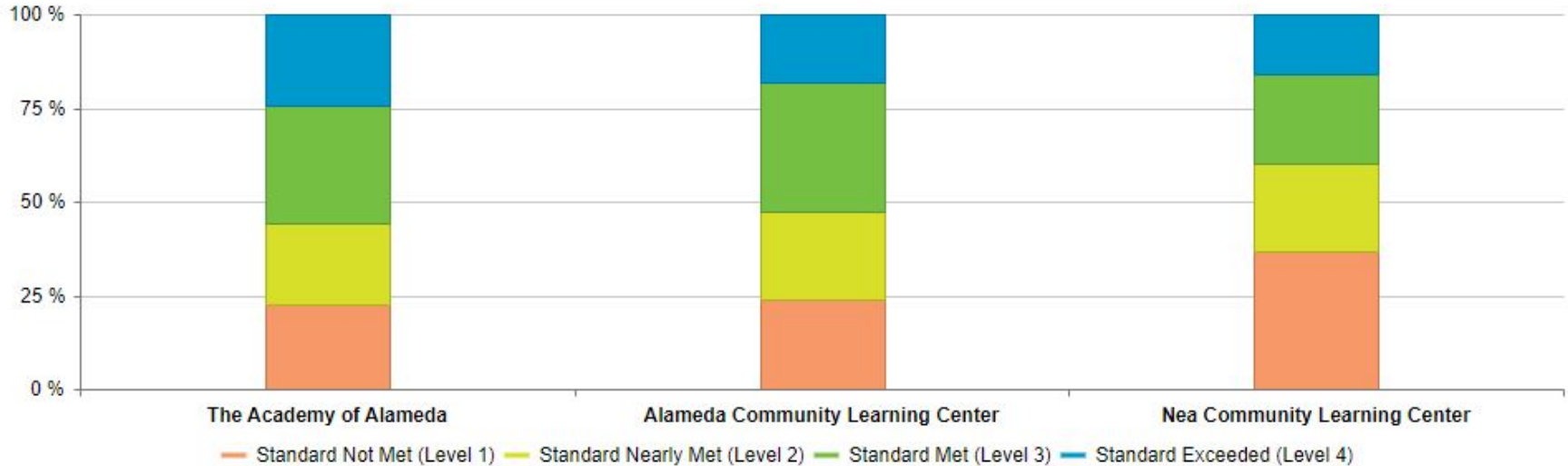


No Performance Color

American Indian
Foster Youth
Homeless
Pacific Islander





Threshold Showing: SBAC Results (ELA)

2023–24 Achievement Level Distribution - All Grades



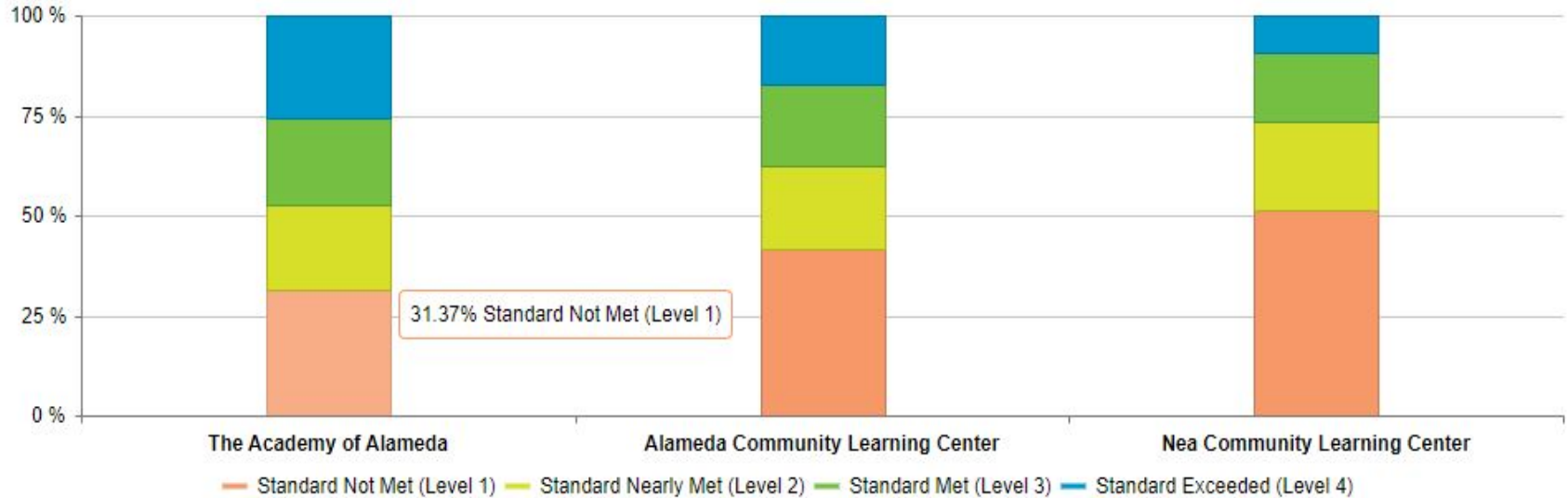
Threshold Showing: SBAC Results (ELA)

Overall Achievement

Reporting Categories	The Academy of Alameda	Alameda Community Learning Center	Nea Community Learning Center
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded (Level 4) ⁱ Percentage of students by grade for level	24.24 %	18.32 %	15.77 %
 Standard Met (Level 3) ⁱ Percentage of students by grade for level	31.44 %	34.16 %	24.01 %
 Standard Nearly Met (Level 2) ⁱ Percentage of students by grade for level	21.62 %	23.76 %	23.30 %
 Standard Not Met (Level 1) ⁱ Percentage of students by grade for level	22.71 %	23.76 %	36.92 %





Threshold Showing: SBAC Results (Math)

2023–24 Achievement Level Distribution - All Grades



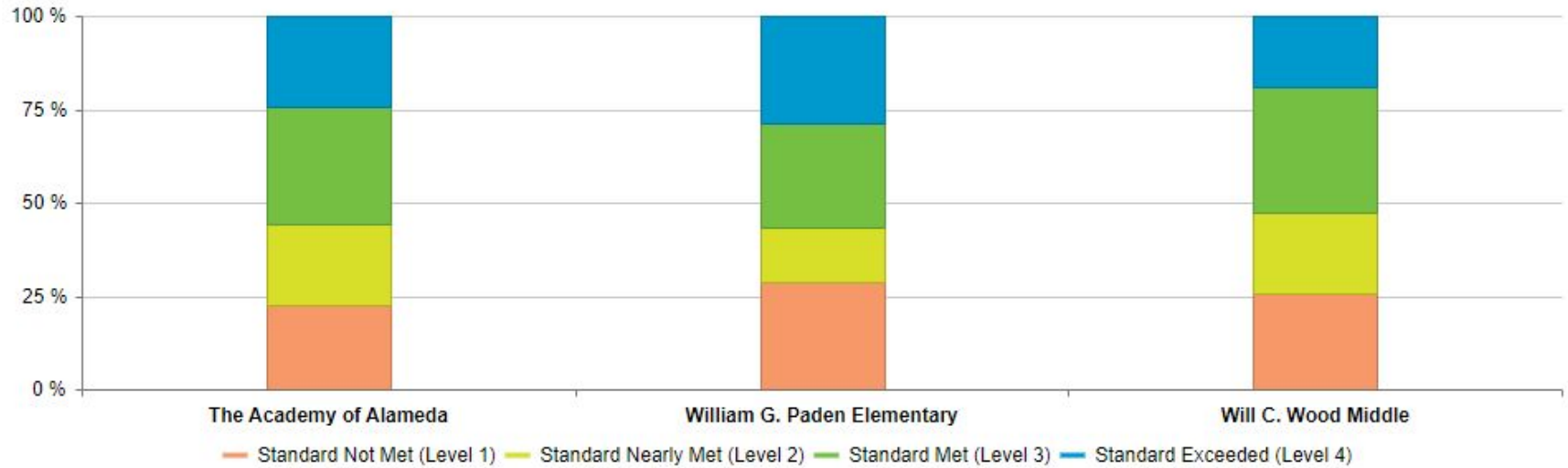
Threshold Showing: SBAC Results (Math)

Overall Achievement

Reporting Categories	The Academy of Alameda	Alameda Community Learning Center	Nea Community Learning Center
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded (Level 4) ⁱ Percentage of students by grade for level	25.49 %	17.33 %	9.42 %
 Standard Met (Level 3) ⁱ Percentage of students by grade for level	22.00 %	20.30 %	17.03 %
 Standard Nearly Met (Level 2) ⁱ Percentage of students by grade for level	21.13 %	20.79 %	22.10 %
 Standard Not Met (Level 1) ⁱ Percentage of students by grade for level	31.37 %	41.58 %	51.45 %





Threshold Showing: SBAC Results (ELA)

2023–24 Achievement Level Distribution - All Grades



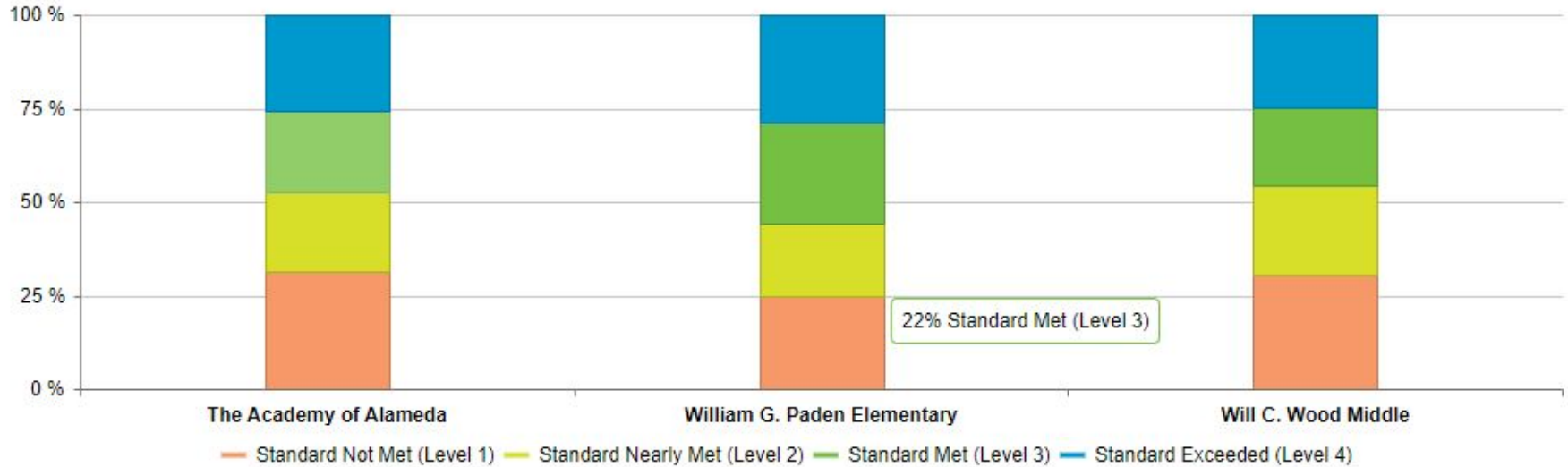
Threshold Showing: SBAC Results (ELA)

Overall Achievement

Reporting Categories	The Academy of Alameda	William G. Paden Elementary	Will C. Wood Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded (Level 4) ⁱ Percentage of students by grade for level	24.24 %	28.80 %	19.05 %
 Standard Met (Level 3) ⁱ Percentage of students by grade for level	31.44 %	27.72 %	33.69 %
 Standard Nearly Met (Level 2) ⁱ Percentage of students by grade for level	21.62 %	14.67 %	21.69 %
 Standard Not Met (Level 1) ⁱ Percentage of students by grade for level	22.71 %	28.80 %	25.57 %





Threshold Showing: SBAC Results (Math)

2023–24 Achievement Level Distribution - All Grades



Threshold Showing: SBAC Results (Math)

Overall Achievement

Reporting Categories	The Academy of Alameda	William G. Paden Elementary	Will C. Wood Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded (Level 4) ⁱ Percentage of students by grade for level	25.49 %	28.88 %	24.96 %
 Standard Met (Level 3) ⁱ Percentage of students by grade for level	22.00 %	26.74 %	20.42 %
 Standard Nearly Met (Level 2) ⁱ Percentage of students by grade for level	21.13 %	19.79 %	23.91 %
 Standard Not Met (Level 1) ⁱ Percentage of students by grade for level	31.37 %	24.60 %	30.72 %

Threshold Showing: AoA English Learner Progress Indicator

English Learner Progress Indicator

All English Learner Students

Explore information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

English Learner Progress

All Students

State



Orange

50% making progress
towards English language
proficiency

Declined 38.2% Ⓞ

Number of EL Students: 58

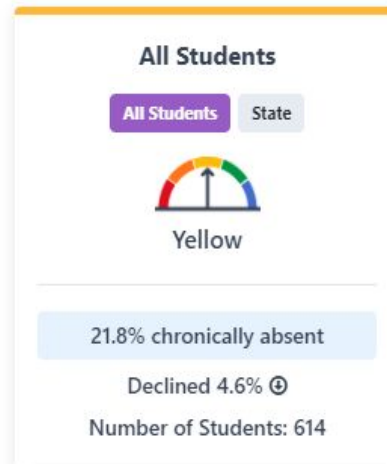
Threshold Showing: AoA Chronic Absenteeism

Chronic Absenteeism

All Students

Explore information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled. Additional information on the counts and reasons for absences can be found on DataQuest on the Absenteeism by Reason reports:

<https://dq.cde.ca.gov/dataquest/DQCensus/AttAbsByRsn.aspx?agglevel=School&cds=01611190122085&year=2022-23>



Overview of the Charter Renewal Standards

A charter school requesting renewal will be assessed according to the following Charter Renewal Standards:

- I) Is the school **Academically Sound**?
- II) Is the school an **Effective, Viable Organization**?
- III) Has the school been **Faithful to the Terms of its Charter and Operated Consistent with the Law**?

In addition to the three areas above, evaluation of a charter school renewal request will take into consideration its “plans for a future charter term” as described in the renewal petition pursuant to the questions asked in Education Code § 47605(b)(5):

- IV) Are the school’s plans for a future charter term **Reasonably Comprehensive**?
 - Does the renewal petition contain reasonably comprehensive descriptions of the required elements?
 - Does the renewal petition contain the required affirmations and assurances?

Consistent with the law, the primary criterion for renewal will be the academic performance of the school’s students over the course of the current charter term.

Renewal Standard I: Is the School Academically Sound?

A. What are the school's **Academic Achievement Levels** as measured by:

- Performance on Measurable Pupil Outcomes
 - AUSD will look first to CAASPP and State Dashboard data where available
 - AUSD will also look to MPOs set out in the school's Local Control Accountability Plans (LCAP) for the charter period
- Performance in comparison to schools that students would have otherwise attended

For the purposes of **comparing** charter school performance to other public schools' performance, state standardized test results will be used where available. Where not available, comparison will be made based on AUSD's LCAP criteria. Comparison schools will serve similar grades to the charter school and enroll similar rates of English Language Learner, Special Education, and Free and Reduced Lunch status students.

B. What are the school's **Educational Program** offerings:

- Evaluated using Charter Renewal Standards Rubric, Criteria #1-3 (see section *Charter Renewal Standards Rubric*).

Renewal Standard II: Is the School an Effective, Viable Organization?

This area is divided into **Strong Leadership and Responsible Governance** and **Fiscal Accountability**.

This area will be evaluated using Charter Renewal Standards Rubric (see below).

Renewal Standard III: Has the School Been Faithful to the Terms of its Charter and Applicable Law?

This area is divided into **Strong Leadership and Responsible Governance** and **Fiscal Accountability**.

This area will be evaluated using Charter Renewal Standards Rubric (see below).

Renewal Standard IV: Are the School's Plans for a Future Charter Term "Reasonably Comprehensive"?

This area will be evaluated based on an analysis of the submitted renewal charter petition to ensure that:

- a) The petition contains reasonably comprehensive descriptions of the 15 required elements;
- b) The petition includes AUSD's District Required Language and language required by new laws and regulations, including affirmations and assurances, enacted since the previous charter authorization;
- c) Major revisions to the previous charter are accounted for and assessed; and
- d) Proposed actions to remediate shortcomings in the school's performance are accounted for and assessed.

The school's future financial viability will also be evaluated based on the Fiscal Accountability rubric below.

Charter Renewal Standards Rubric

The Alameda Unified School District Charter School Renewal Quality Review (CSRQR)* is designed as an evaluation of a charter school's progress in meeting a defined set of standards over the course of the charter term. *The data for the CSRQR is collected from school site visits and data analysis protocols held by the school sites.* It also provides:

- additional qualitative and quantitative information upon which charter renewal decisions will be made;
- a structured opportunity for program review;
- an opportunity for the school to engage in self-evaluation and to assess its own progress towards meeting school-wide performance goals; and
- a springboard for school improvement planning.

The CSRQR assesses the following Renewal Standards:

I: Is the school academically sound?

II: Is the school an effective, viable organization?

III: Has the school been faithful to the terms of its charter?

IV: Are the school's plans for a future charter term "reasonably comprehensive"?

Each Renewal Standard has a set of criteria, which can be found in the rubric on the following pages.

* *CSRQR was developed with the influence of the California Charter Schools Association's Quality Standards for Charter School Operations used for Charter School Certification.*

Making Consistent Judgments

In the complex context of school review it is important that the terminology used is clearly understood by everyone concerned. It is also imperative that everyone recognizes that there are many ways in which a school's program for improving student outcomes can merit a particular evaluation and that awarding levels is a matter of informed professional judgment and not simply a technical process. The following rubric is included to assist reviewers in making consistent judgments.

- An evaluation of **(5)** applies to schools characterized, overall, by strengths. There are very few or no weaknesses, and any that exist do not diminish the students' experience. Although an evaluation of **(5)** represents a high standard of quality, it is a standard that is achievable by all schools. It implies that the school may appropriately continue its program without significant adjustment, and that there is compelling evidence that this program can be sustained at a high level. However, all schools are expected to continue to take advantage of all opportunities to improve. The Quality Indicator (QI) for this element is **excellent**.
- An evaluation of **(4)** applies to schools where efforts to improve student achievement are characterized by a number of strengths. There are a few weaknesses, but neither singly nor collectively, do these have a significant adverse impact on the student experience. An evaluation of **(4)** may be appropriate in circumstances where the provision may make for a productive student experience; but it may not apply consistently to most or all students. There is strong evidence that this program can be sustained at a level that positively impacts student experiences. Typically, the school's academic-improvement practices will be characterized by strengths but one or more weaknesses will reduce the overall quality of the practices. The QI for this element is **proficient**.
- An evaluation of **(3)** applies to schools characterized by some strengths, but where some important weaknesses have an impact on the quality of students' experiences. In general, an evaluation of **(3)** will imply the need for structured and timed action on the part of the school. It may be arrived at in a number of circumstances. There may be some strengths, but there will also be weaknesses which will be, either individually or collectively, sufficient to diminish the student experience in significant ways. There may be an overall lack of evidence that this program can be sustained or implemented by the school at a level to positively impact student experiences. The QI for this element is **underdeveloped**.
- An evaluation of **(2)** applies to schools where program is characterized by weaknesses that require immediate and significant corrective action by the school. Some, if not all, staff responsible for improving student achievement require support from senior managers in planning and carrying out necessary actions to enhance the effectiveness of the school's efforts to improve student outcomes. There are a few strengths but these are overshadowed by the impact of the weaknesses. There is little evidence that this program can be sustained or implemented by the school at a level to positively impact student experiences. The QI for this element is **inadequate**.
- An evaluation of **(1)** applies when there are major weaknesses in the program element, requiring immediate remedial action on the part of the school. The student experience is at risk in significant respects. In almost all cases, staff responsible for the program element evaluated **unsatisfactory** will require significant support from senior managers in planning and carrying out the necessary actions to effect improvement. This may involve working alongside effective peers in or beyond the school. There is no evidence that this program can be sustained or implemented by the school to positively impact student experiences. The QI for this element is **unsatisfactory**.

**Criteria 1: Improving Student Achievement
(Standard 1)**

A charter school promotes student learning through a clear vision and high expectations. It achieves clear, measurable program goals and student learning objectives, including meeting its stated performance standards, state and federal performance standards, and closing achievement gaps of students.

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
1.1	Achieves clear, measurable program goals and student achievement objectives as measured by state, federal standards or objective standards set out in the schools Local Control Accountability Plan	CAASPP student dashboard data in the blue or green categories overall and for all statistically significant subgroups; demonstrated track record of meeting or materially improving performance on objective LCAP student performance goals.	CAASPP student dashboard data in the orange categories overall and for a majority of statistically significant subgroups; student performance goals present in LCAP but unclear or failure to achieve LCAP goals over multiple years.
1.2	Provides a challenging and coherent curriculum for each individual student	The school has a robust standards-based curriculum with strategies in place to meet the needs and challenge of all students, including those who are not at grade-level. The school has systems in place to formally identify individual student needs and has effective strategies in place to meet the needs of English Learners (EL) and students with Special Education and 504 plans. The school is closing achievement gaps among student sub-groups at a rate exceeding other schools with similar demographics.	The school’s curriculum is standards-based, but is not meeting the needs of all individuals. Support structures for students not meeting grade-level standards are inadequate. EL and students with special education plans are making inadequate progress. The achievement gap among subgroups is on par with those in similar or surrounding schools.

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
1.3	Implements and directs learning experiences (consistent with the school's purpose and charter) that actively engage students	Students are actively and consistently engaged in class and demonstrate a high level of enthusiasm for learning across the curriculum. Students and teachers use resources for learning experiences beyond the limits of the textbook and classroom, including the effective use of technology and community resources. Student engagement is supported by opportunities to relate productively with adults and other students in both academic and non-academic settings. Learning goals are aligned to the educational program outlined in the charter.	Students are inconsistently engaged in class. Instruction is predominantly teacher centered or textbook driven. Technology and community resources are not utilized with any consistency to further relevant learning in or outside the classroom.
1.4	Uses the results of evaluation and assessment as the basis for the allocation of appropriate resources to promote high levels of student achievement.	Resources are allocated appropriately (among materials, equipment, staff, and facilities) and used effectively to optimize student learning experiences and promote student achievement.	Resources allocation is inconsistent and does not clearly align with programmatic improvement for increasing student achievement. Resources are inadequate to support learning activities, or resources are available, but not effectively utilized to increase student achievement. There is little monitoring of the use of resources for the optimization of student needs.

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
1.5	Promotes a safe, healthy and nurturing learning environment characterized by trust, caring and professionalism	The school has a strong sense of community, which allows students to take on academic risks and challenges. Most/all students in the school feel that they have one or more adults that they can trust. The school environment is free of violence, the threat of violence, and bullying; and solid discipline policies and practices, safety procedures and crisis plans are in place. The learning environment is clean, attractive, functional, and comfortable and promotes student health and wellness. Students feel supported and respected by teachers and staff. LCAP reflects a dedication to providing a safe learning environment and consistent achievement of or progress toward learning environment LCAP goals.	The school has a limited sense of community. Inadequate facilities and/or lack of clear discipline policies or effective practices, or safety procedures do not support a safe or comfortable learning environment. There is little interaction between adults and students at the school outside of formal classroom instructional time. LCAP does not adequately reflect commitment to promoting safe learning environment or school has failed to consistently implement stated LCAP goals in this area.

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
1.6	Involves staff, students, parents and other stakeholders (including the school's authorizer) in its accountability for student learning and provides regular, public reports on the school's progress towards achieving its goals	Parents/families are given accessible and relevant information about their child's progress through a variety of methods to communicate student achievement, which include progress reports, report cards, parent/student meetings, etc. Students and parents are well-informed of the class/course learning objectives and of their child's progress on those objectives throughout the school year. The school provides schoolwide progress reports and student achievement data to the school community and other stakeholders, including its authorizer, on a regular basis and solicits feedback and assessment of school progress through parent/student/teacher (and other stakeholders) surveys. School leadership participates in the development of a school accountability report card as required by law.	School leadership participates in the development of a basic school accountability report card but provides little or no other school progress reports to the school's community and/or its authorizer.
1.7	Maximize access to learning environment for all students	Student suspension and expulsion rates are consistent with an effort to maximizing learning time for students; student suspension and expulsions do not fall disproportionately on a one or more identifiable subgroups of students, including but not limited to students of color and students receiving special education services. Students receiving special education services are served in the least restrictive environment in order to maximize access to the school's education program.	Student suspension and expulsion rates materially affect student learning time. Suspensions and expulsions consistently fall disproportionately on a one or more identifiable subgroups of students. There is a pattern of students receiving special education services being either excluded from the school or served in overly restrictive environments that unnecessarily served in environments that reduce access to the school's education program.

Criteria 2: Strong Leadership and Responsible Governance (Standards 2, 3)

The leaders of a charter school are stewards of the charter’s mission and vision and carry out their duties in a professional, responsible and ethical manner. Charter school leaders use their influence and authority for the primary purpose of achieving student success.

	<i>Criteria</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
2.1	Effectively communicates and engages stakeholders in the mission and vision of the school	The board and school leadership clearly and effectively communicate the mission, goals, pedagogical approach and education model of the school with all relevant stakeholder groups. Stakeholders are active supporters and communicators of the mission and vision to the school community. The mission and vision of the school is clearly articulated, well-known by school stakeholders, and implemented in daily practice.	Communication regarding the mission and vision with stakeholders is sporadic and/or inconsistent. The school’s mission and vision are known and understood by few of the school’s stakeholders.
2.2	Generates and sustains a school culture conducive to staff professional growth	The school leadership provides professional development opportunities that advance the effectiveness of teaching and learning and monitors that professional development for impact on school achievement. There is open and clear communication between students, staff, and administration; and teachers are empowered to demonstrate teacher leadership throughout the school, as well as establish goals for professional growth.	Staff development is restricted to individuals with little or no link to meeting overall schoolwide goals or to the performance of students. The types of professional development in which teachers participate are limited and/or not relevant to individual and schoolwide needs. Staff does not set goals for professional growth.
2.3	Treats all individuals with fairness, dignity and respect	School leaders ensure that school policies regarding equal opportunity and unlawful harassment are effectively implemented. There is open communication among the staff and with the leadership team. School stakeholders report that they are treated with fairness, dignity, and respect and that school leadership is working effectively to create an optimal teaching and learning environment. Complaints regarding the above are not systematic and are resolved through the Uniform Complaint Process or a process that provides equivalent procedural protections.	There are gaps in communication in the school. Policies regarding equal opportunity, unlawful harassment, or other complaints are nonexistent are/or ineffectively implemented. Stakeholders do not feel they have a voice in the school.

	Criteria	Quality of element broadly equivalent to the following would be assessed at <i>Level 5</i>	Quality of element broadly equivalent to the following would be assessed at <i>Level 2</i>
2.4	Has a cogent understanding of the laws that govern charter schools and monitors the trends, issues and potential changes in the environment in which charter schools operate	The school administration and governing board consists of individuals who are experienced in managing organizations and who are well-versed in charter law. School administrators and board members actively and regularly seek information and professional development related to charter operations and laws; and new board members are given a formal, relevant orientation on the purpose and educational vision of the school and on their roles and legal responsibilities. The charter school governing board adheres to and consistently follows a fully adopted set of bylaws which includes: conflicts of interest policies, meeting protocols and procedures, and formal delineations of roles and authorities within the school. Conflicts of interest and conflict resolution policies are comprehensive and clear. School has no recorded instances of material charter law or applicable labor law violation during the charter term. IDEA and Section 504 obligations are consistently met.	Board representation is limited; few are engaged in or understand the charter law. Opportunities for board members to take part in professional development or seek information regarding charter operations, trends and law are limited. Responsibilities and roles of leaders, governing bodies and staff are unclear. Bylaws regarding conflicts of interest, meeting protocols, delineation of roles and responsibilities are not well understood and/or followed by the school. Process for conflict resolution is not well understood and/or consistently implemented. There is a pattern of charter or labor law violations during the term of the charter. There is a pattern or IDEA or Section 504 violations established by CDE or OCR findings or due process proceedings.
2.5	Consistently engages in timely reporting of required information to the District, the County, and the State	The school provides required reports and responds to reasonable inquiries about student performance, academic progress and the school's fiscal health in a thorough, accurate and timely manner. Formats for reporting comply with stated requirements, and any variances are explained. The legal and fiscal authorities and responsibilities of the school and of the authorizer is clearly articulated in writing, and clearly defined operational agreements, contracts, MOU's, and/or protocols have been established with the authorizing agency in key areas such as liability, special education, and facilities.	There is limited communication between the school and its authorizer. Reports and/or responses to inquiries are late and/or incomplete. Operational agreements are vague or non-existent and formal delineation of key areas of responsibility are unclear.

	<i>The criteria for judging Responsible Governance</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
2.6	Maintains effective and active control of the charter school and seeks input from impacted stakeholders	Governing board has adopted a policy, decision matrix or delegation of powers that identifies the authority and role of stakeholders (individuals and groups) involved with the school. All stakeholders participating in the decision-making process understand their role, who has the final decision-making authority, and what process will be used. In addition, the school establishes regular opportunities for stakeholders to address the administration and board (i.e. parent meetings, surveys, staff meetings, student forums, etc.). The board conducts its meetings regularly (at least quarterly) and in an organized and effective manner to encourage public comment and participation. All board meetings are held in accordance with applicable provisions of law, appropriate recording of all actions taken is ensured, and Board records are maintained in a comprehensive and systematic manner, in both soft and hard copy. The board creates and adopts all necessary policies and ensures their consistent implementation.	Organization has no decision matrix or policy describing the delegation of decision-making authority of stakeholders (individuals and/or groups) involved with the school. Stakeholders are unaware of the decision-making process. The board does little to encourage or seek stakeholder participation or involvement. Governing board meetings are infrequent and materials are not provided in advance. Compliance with open meeting laws is inconsistent. Records of board discussion and action are not current and not maintained in a manner that is readily available to board, staff and community. Board relies on executive director/head of school to develop policies and procedures; defers on major decisions without active debate.
2.7	Ensures implementation of the student recruitment, retention, and enrollment process intended in the charter and as defined by statute and regulation	The school leadership and staff follow the procedures described in the school's charter and policy. Recruitment strategies are consistent with the mission of the charter and focus on the targeted population which is inclusive of a diverse range of learners. All communications with families convey the same description of the process. Accurate records of applications, lottery results and wait lists are maintained. The results of the policy are reviewed annually with the board to ensure consistent implementation and to identify areas for improvement.	Student recruitment, retention and enrollment policies are not well-documented. Staff members communicating with families give inconsistent and/or inaccurate information regarding procedures. Enrollment and retention decisions are not consistent; with case-by-case exceptions made for some families depending on circumstances. Board is not informed of enrollment and retention results, other than in general terms.

Criteria 3: A Focus on Continuous Improvement (Standards 1, 4)

A charter school engages in a process of continuous self-improvement in order to increase the effectiveness of its educational program. The school regularly assesses and evaluates student learning based on stated goals.

	<i>The criteria for judging the quality of the Continuous Focus on Improvement</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
3.1	Establishes benchmarks and a variety of accountability tools to monitor student progress throughout the year	An appropriate range of formative and summative assessments (which include state-mandated tests, schoolwide assessments and classroom level assessments) are used in making judgments about student progress towards curricular targets. These assessments are matched to well-defined benchmarks for student achievement. Data is used to adjust curriculum and teaching and learning strategies in order to accommodate the changing needs of students (i.e. re-teaching, change grouping practices, targeted interventions or enrichment, etc.).	Schoolwide learning objectives and benchmarks are not clearly articulated nor assessed formally outside of statewide testing. Results of student assessments are minimally linked to a school wide improvement plan. There are minimal plans in place to address curricular needs, teacher competency and future staff development based on assessment data.
3.2	Establishes both long and short-term goals and uses information sources, data collection, and data analysis to actively monitor and evaluate the success of the school's program as described in its charter and LCAP.	The school's LCAP (and any other strategic plan) sets clear, measurable goals for improvement based on data analysis. Goals and plans are actionable, focused on student achievement and are measured by clear targets and timeframes. Short-term and long-term goals are regularly reviewed and appropriate resources to accomplish the plans are allocated accordingly. Goals and resource allocations are clearly linked and explained in the LCAP. LCAP evolves from year to year to reflect changes in data.	The school has a general plan in place for schoolwide improvement but does not identify interim, measurable targets to indicate sufficient progress. Input from stakeholders is limited. LCAPs consistently fail to clearly set out measurable goals or are not updated to reflect changes in data from year to year.

Criteria 4: Fiscal Accountability (Standards 2, 3, 4)

A charter school fulfills its fiduciary responsibility for public funds and maintains publicly accessible fiscal records. The school conducts an annual financial audit, which is made public.

	<i>The criteria for making judgments on Fiscal Responsibility</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
4.1	Establishes clear fiscal policies to ensure that public funds are used appropriately and directly related to the school's purpose: student achievement of learning goals	The school adheres to an adopted fiscal policy and procedures manual that includes procedures for the authorization of purchases and release of funds, including signatories for checks or purchase orders over a specified threshold, and procedures related to credit cards and revolving cash funds. Bank reconciliations for all school-affiliated bank accounts are completed and reviewed on a monthly basis (person empowered to sign the check is not the same person, or related to the person, who reconciles the account). The school prioritizes funds to maintain a functional, clean, and safe learning environment and to provide adequate materials and equipment to support student learning. Financial decisions are made based on well- identified school-wide needs and priorities.	Fiscal policies are not readily accessible. There is a general understanding of policies and procedures but the staff is unaware of any written documents. Bank reconciliation is completed sporadically. There is also lack of evidence that sufficient funds are allocated to ensure functional, clean and/or safe learning environment is established or maintained. Financial decisions are made sporadically and without systemic approaches to address the needs of the students.
4.2	Creates and monitors immediate and long-range financial plans to effectively implement the school's educational program and ensure financial stability and sustainability	Comprehensive budget assumptions are prepared during the budget process, and the school's governing body adopts a budget prior to the new fiscal year. The working budget is monitored against actuals at least monthly, including a review of ADA assumptions, and adjusted accordingly. All accounts payable obligations are up-to-date, appropriately described, and disclosed in financial statements. Long-term debt schedules and multi-year contracts, and capital projects are tracked and monitored on a regular basis within the budget and budgeting process. Annual reviews of significant operating costs are shared with all of those who make budget decisions (i.e. school director, board, etc.). Reserves or available credit are adequate to address cash needs.	Board does not consistently monitor budget assumptions with actuals. Accounts payable are not regularly updated. School leadership is unable to clearly identify major operating costs or articulate long-range financial plans. Board reports do not include cash flow analysis and projection of reserves.

	<i>The criteria for making judgments on Fiscal Responsibility</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
4.3	Conducts an annual financial audit which is made public	<p>The school is audited by a certified public accountant (CPA) or public accountant (PA) licensed by the California State Board of Accountancy (and not declared ineligible to conduct audits by the State Controller’s Office). The school’s audit is performed in accordance with generally accepted auditing standards to ensure that the school’s finances are being managed in accordance with generally accepted accounting principles and practices and the audit tests the validity of the charter school’s ADA and reports these findings in the audit report.</p> <p>The charter school receives a school-specific audit report that includes financial statements and audit findings/conclusions specific to the charter school (unless completely dependent on the district) and includes a management letter commenting on areas of possible improvements (if any) in structures, procedures, and management practices of the school, as well as any factors that would prevent them from issuing an unqualified opinion on the financial statements.</p> <p>The charter school board reviews the audit report and responds to any audit findings and designs a corrective action plan to address these findings, and a copy of the audit is sent by the charter school to the authorizing agency, the COE and CDE by legally mandated deadlines, and the authorizing agency reviews the charter school’s corrective action in response to any audit exceptions</p>	<p>Annually audited budgets are not made available and accessible to the public. Audit findings remain unresolved, or without sustainable systems in place to avoid recurrences. The audit report is not formally assessed by the governing board to resolve findings as part of its regular oversight procedures.</p>
4.4	Enrollment is stable and/or growing at the rate anticipated by the charter school as projected in the approved charter and in the multi-year budget, with budget and expenditures revised at reasonable intervals based on actual enrollment and attendance.	<p>School projects enrollment as part of annual budget process and updates the budget if enrollment varies from the forecast. Expenditures are adjusted appropriately for changing enrollment, including changes in staffing. School tracks and reports to the governing board on patterns of enrollment and retention, and the effect on the school’s long-term sustainability.</p>	<p>School has set no overall goal or plan for enrollment Stability or growth. School’s enrollment projections for budget is not based on past experience or changing conditions. Budget is not adjusted and expenditures are not timely altered in response to enrollment variances from planned levels. Recruitment plans are not developed/adjusted in response to actual enrollment patterns. Enrollment trends are not regularly reported to the governing board.</p>

	<i>The criteria for making judgments on Fiscal Responsibility</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 5</i>	<i>Quality of element broadly equivalent to the following would be assessed at Level 2</i>
4.5	Ensures financial resources are directly related to the school's stated program and goals	LCAP performance goals are directly reflected in the school's resource allocations. Three-year LCAP program is consistent with multi-year budget expenditure projections.	LCAP performance goals do not align with the school's resource allocations. LCAP is not reflected in or inconsistent with multi-year budget expenditure projections.
4.6	School projects to maintain financial viability during proposed renewal charter term	Multi—year budget projections based on sound and transparently disclosed assumptions; current multi-year budget equivalent to a district budget which would receive a “Positive” certification from the Alameda County Office of Education.	Multi-year budget based on inconsistent, unreasonable, or unclear assumptions; current multi-year budget equivalent to a district budget which would receive a “Negative” certification from the Alameda County Office of Education.

Charter Renewal Data Document

Name of school:			Name of School Leader:			
Financial Information (5th year of renewal)						
Total Operational Budget		Per Student Revenue				
Total Expenditure		Expenditure Per Student				
Balance brought forward from previous year		Projected balance carried forward to next year				
Special Populations	1 st year of renewal	2 nd year of renewal	3 rd year of renewal	4 th year of renewal	5 th year of renewal	
# / % of students receiving free/reduced lunch (Socioeconomically disadvantaged)	/	/	/	/	/	
# / % of ELs	/	/	/	/	/	
# / % of Students with Disabilities (SPED)	/	/	/	/	/	
Pupil Mobility	1 st year of renewal	2 nd year of renewal	3 rd year of renewal	4 th year of renewal	5 th year of renewal	
# / % Students who joined the school other than at the usual time of admission	/	/	/	/	/	
# / % Students who left the school other than at the usual time of leaving (excluding expulsions)	/	/	/	/	/	
Enrollment (as of CBED's Date)	1 st year of renewal	2 nd year of renewal	3 rd year of renewal	4 th year of renewal	5 th year of renewal	Attendance Rate to Date
School data						
Background of students 5th year of renewal	#/% of Students	Discipline - prior school year		Suspension # of Incidents	Expulsion # of Incidents	
Schoolwide	/	Schoolwide				
Asian	/	Asian				
Black/African-American	/	Black/African-American				
Filipino	/	Filipino				
Hispanic/Latino	/	Hispanic/Latino				
Native American/Alaskan Native	/	Native American/Alaskan Native				
Native Hawaiian/Pacific Islander	/	Native Hawaiian/Pacific Islander				
White	/	White				
Two or More Races	/	Two or More Races				
Not Reported	/	Not Reported				
Gender (male/female)	/	Gender (male/female)		/	/	
Homeless Students	/	Homeless Students				
		ELs				
		Students with Disabilities (SPED)				

Lottery/Waitlist Information				
	Date of Lottery	Number of Applicants (per grade)	Number of Available Spaces (per grade)	Number of Students on Waiting List (per grade)
EXAMPLE (add rows as necessary to capture all grade levels served)		6 th - 150	100	50
		7 th -200	100	100
		8 th - 160	100	60
1st year of renewal				
2nd year of renewal				
3rd year of renewal				
4th year of renewal				
5th year of renewal				

Graduation Information (HS only)	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
HS Cohort Graduation Rate					
HS Cohort Drop-out Rate					
Post-Graduation Plans (HS only)					
% Attending 4-year college					
% Attending 2-year college					
% Attending vocational/ technical training					
% Joined military					
% Working exclusively					

Teacher Recruitment/Retention					
	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
Total # of Teachers					
# New Hires					
# Retained from Prior Year					
Total # of vacant teaching posts (FTEs) currently					

SBAC <i>(Standard Met/ Exceeded)</i>	1 st year of renewal	2 nd year of renewal	3 rd year of renewal	4 th year of renewal	5 th year of renewal
ELA					
Schoolwide					
Asian					
Black/African-American					
Filipino					
Hispanic/Latino					
Native American/ Alaskan Native					
Native Hawaiian / Pacific Islander					
White					
Two or More Races					
English Learners					
Students with Disabilities (SPED)					
(Socio)economically Disadvantaged (FRPM)					
MATH					
Schoolwide					
Asian					
Black/African-American					
Filipino					
Hispanic/Latino					
Native American/ Alaskan Native					
Native Hawaiian / Pacific Islander					
White					
Two or More Races					
English Learners					
Students with Disabilities (SPED)					
(Socio)economically Disadvantaged (FRPM)					
CAHSEE	1 st year of renewal	2 nd year of renewal	3 rd year of renewal	4 th year of renewal	5 th year of renewal
10 th grade pass rate					

MPOs and LCAP Goals

MPOs

Insert the MPOs for the charter term under review.

For each MPO, include an analysis as to whether the goals were “met” or “not met” and explain why or why not. Specifically, provide the goal, target, instrument, and data achieved/results. If the data achieved/results are unavailable, please provide a brief explanation. For example, if the specific instrument listed is no longer in use, please indicate “no longer available/given”. If multiple assessments, grade levels, or subgroups were included in a single goal, please make sure to include the specific target and data achieved/results for each assessment, grade level, and/or subgroup.

LCAP Goals

In regard to the LCAP goals you have had in place for the past two years, please address the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- A listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments. (Education Code section 47606.5.)

Charter Renewal School Site Visit Schedule

During the two (2) day school site visit, the review team will aim to get to know as much about the school as possible in the time available. The review team follows an intensive daily schedule during which it collects evidence through observation of teaching and learning, examination of student work and focus groups with teachers, students, parents, governing board, and other members of the school community. It is this first-hand evidence, coupled with the evidence gathered over the term of the charter, which provides the team with a thorough understanding of the school’s program and operations and of the quality therein.

A note about focus groups: Please ensure that your focus groups contain a reasonably representative group of your school’s stakeholders featuring members with differing viewpoints and backgrounds. Please refer to the chart below for recommendations regarding the composition of the focus group.

Focus Group	Recommended Number of People
Board & Home Office	3-4 people who can answer questions regarding budgets, finance, and governance
Teachers, Students & Families	1-2/grade grade grouping (K-2; 3-5; 6-8; 9-12); overall max: 10 people

Two-Day School Site Visit Schedule (Sample)

Schedule	Day 1	Day 2
9:00-9:30	Meet with School Leader	Meet with School Leader/Class Visits
9:30-10:00	Team Work Time	Team Work Time
10:00-12:00	Class Visits	Class Visits
12:00-1:00	Teacher Focus Group (Lunch with Teachers*)	Student Focus Group (Lunch with Students*)
1:00-2:00	Governing Board & Home Office** Focus Group	Parent Focus Group
2:00-3:00	Class Visits	Class Visits
3:00-3:30	Meet with School Leader	Meet with School Leader



The Academy of Alameda

Charter Renewal Petition for the term
July 1, 2025 - June 30, 2032

Submitted to
Alameda Unified School District
August 22, 2024

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LETTER OF INTENT

August 22, 2024

Via Hand Delivery

Alameda Unified School District
Board of Education
2060 Challenger Drive
Alameda, CA 94501

RE: Formal Application for Charter Renewal for The Academy of Alameda

Dear Members of the Alameda Unified School District Board of Education and Superintendent Scuderi:

As the Executive Director for The Academy of Alameda (“AoA” or the “Charter School”) I hereby submit the formal charter renewal petition (“Petition”) to the Alameda Unified School District Board of Education (the “District Board”) for renewal of the Charter School in accordance with Education Code Section 47607 and applicable Alameda Unified School District (the “District”) policies. This submission includes all required documents as outlined by District policies which have been included as appendices to the Petition.

AoA is honored by the opportunity to apply for the renewal of a charter school that will continue to serve families in Alameda and is eager to work with the District Board, Superintendent Scuderi and the District to provide the best possible educational opportunities for all students.

AoA looks forward to working with the District Board and District staff during the charter renewal process. To this end, the AoA pledges to work cooperatively with the District to answer any questions regarding this Petition and to present the District with the strongest possible proposal requesting a seven year term from July 1, 2025, through June 30, 2032. Please do not hesitate to contact AoA at any time, should you have any questions or concerns.

Sincerely,



Christine Chilcott
Executive Director, The Academy of Alameda
401 Pacific Drive, Alameda, CA 94501
(510) 748-4017

STATEMENT OF ASSURANCES

As the authorized representative of the applicant I hereby certify under the penalties of perjury that the information submitted in this Petition for a charter for The Academy of Alameda is true to the best of my knowledge and belief; and further, I certify that, if granted a charter renewal, the Charter School:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the Charter School or for participation in programs that are required for students.
2. Will enroll any eligible student who submits a timely and complete application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.
3. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.
4. Will be open to all students, on a space available basis, and shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.
5. Will not exclude admission based on the student's or parent's/guardian's place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.
6. Will meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.
7. Will comply with all applicable portions of the 2015 reauthorization of the Elementary and Secondary Act (also known as "Every Student Succeeds Act (ESSA)").
8. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).

9. Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.
10. Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that “a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma,” to remain eligible for generating charter school apportionments.
11. Will provide AUSD information regarding any changes in the proposed operation and potential effects of the Charter School, including, but not limited to, the facilities to be used by the school, including where the Charter School intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the Charter School and authorizing board.
12. Will adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
13. Will comply with the requirement set forth in Education Code section 47605(d)(3) that “[i]f a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.”
14. Will adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964.
15. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
16. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.
17. Will submit an annual report and annual independent audits to AUSD by all required deadlines.

18. Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).
19. Will submit required enrollment data to AUSD by the required deadline.
20. Will comply with “[a]ll laws establishing minimum age for public school attendance,” as required by Education Code section 47610(c).
21. Will operate in compliance with generally accepted government accounting principles.
22. Will maintain separate accountings of all funds received and disbursed by the Charter School.
23. Will participate in the California State Teachers’ Retirement System and other retirement systems, as applicable.
24. Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.
25. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(1).
26. Will at all times maintain all necessary and appropriate insurance coverage.
27. Will submit to AUSD the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.
28. Will, in the event the Board of Trustees intends to procure substantially all educational services for the Charter School through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.
29. Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)
30. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq.).

31. Will provide to AUSD a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the Charter School, according to the schedule set by AUSD.
32. Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.
33. Will annually adopt a School Accountability Report Card. (Education Code section 47612; California Constitution, Article XVI, Section 8.5).
34. Will promptly respond to all reasonable requests for information from the District, Alameda County Office of Education, or the State Superintendent of Public Instruction. (Education Code section 47604.3)
35. Will provide students the right to the exercise of free speech and of the press, including but not limited to the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges or other insignia; and the right of expression in official publications. (Education Code sections 48907, 48950).
36. Will comply with the applicable requirement for instructional minutes set forth in Education Code section 47612.5)
37. Will comply with the requirements of Education Code section 49010 et seq. with respect to the imposition of pupil fees.
38. If the Charter School provides independent study, will meet the requirements of Education Code sections 51745-51749.3, as well as report to the Superintendent of Public Instruction any portion of its average daily attendance that is generated through non-classroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education. (Education Code section 47612.5, 47632.2, 5 CCR section 11963.2)
39. Will create and distribute a notice to all parent/guardians informing them of their right to timely, written notice of charges and a hearing before a neutral hearing officer before imposition of a suspension of greater than 10 days or expulsion. (Education Code § 48918)
40. Will create and distribute a notice to all parent/guardians informing them that parental involvement or volunteering is not a requirement for acceptance to or continued enrollment in the school. (Education Code § 47605(n).)

Signature: *Christine Chilcott*

Date: August 22, 2024

Print Name and Title: Christine Chilcott, Executive Director

On behalf of: The Academy of Alameda

AFFIRMATIONS AND DECLARATION

Affirmation of Conditions Described in Education Code Section 47605(e)

The Academy of Alameda (also referred to herein as “AoA” or “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the Charter School, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the Charter School and pupils who reside in the Alameda Unified School District (“AUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by AUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by

- eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
- d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))
6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))
 7. Shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))
 8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
 9. Shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
 10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))
2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
3. Shall at all times maintain all necessary and appropriate insurance coverage.
4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 *et seq.* and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and (4))
5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(1))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the Charter School contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)

9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (I).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 *et seq.*) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the Charter School, including, but not limited to, the following:
 - a. The California Code of Regulations
 - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
 - c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 *et seq.*)
 - d. Displaying all required postings at school site and online
 - e. Following the minimum and maximum age requirements for enrollment
 - f. Providing the minimum number of instructional minutes

INTRODUCTION

The Academy of Alameda, in partnership with the District, recently merged from a separate elementary and middle school into one TK-8 charter school. This merger is being followed up with this Petition for renewal of AoA's charter term.

The merger of AoA's two campuses has seen a continued high performance from the Charter School as it recently earned placement by the CDE in the high performing track for renewal. This is the highest performance track available and comes with the flexibility for a charter renewal term of up to seven years. AoA is requesting a seven year renewal term for the period of July 1, 2025 through June 30, 2032.

During its almost fifteen years serving the Alameda community, AoA has experienced a great deal of success and has become a top quality option for families in both Alameda and neighboring communities. After opening, AoA quickly established its program and created a strong culture for learning fostered by its staff and The Academy of Alameda's Governing Board's deep, shared commitment to become not just a good school but a great, and even model school. This desire is fueled by AoA's deep commitment to its mission and an envisioned future of supporting all students' success so their demographics do not determine their destinies. That belief system, shaped by its commitment to social justice, is for AoA to be an organization that "normalizes success" so that all students are academically, socially, and behaviorally prepared for high school, college, and beyond. The staff and Board strongly believe schools must provide transformative academic and social emotional programs for children so that a student's race, ethnicity, gender, socioeconomic status, gender preference, able-bodiedness etc, are not determinants of their success.

The efficacy of AoA's academic program in delivering strong results for the community's neediest students has been verified by the Charter School's placement in the high performing track for renewal. AoA earned this status via criteria two (further explained in the following section), which looks at the performance of specific subgroups served by AoA compared to the statewide performance of those same subgroups. The subgroups that are taken into account are those that experience an achievement gap at the state level and so AoA is proud to see these same subgroups excelling, relative to their peers, at the Charter School.

Overall, this Petition contains myriad reasons for renewal for a term of seven years. Some of those reasons are listed in the next section and many more can be found throughout the elements of the Petition. The results, in their totality, demonstrate that renewing the charter term of AoA for a term of seven years is of educational benefit to the families, students and community served by the Charter School.

CHARTER RENEWAL CRITERIA

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the California School Dashboard (the “Dashboard”) and Education Code Section 47607.2(b).

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only (N/A for AoA)
- College/Career: high school only (N/A for AoA)
- Academic: grades three through eight, and grade eleven – English Language Arts/Literacy and Mathematics CAASPP

The Charter School, based on 2022 and 2023 Dashboard results, is placed into the high performing category as determined by law and the CDE, and meets the criterion for charter renewal for a term of up to seven years, as demonstrated below.

Dashboard Performance Renewal Criteria – High Performing

Education Code Section 47607(c)(2) states:

1. Renewal of Five to Seven Years

(A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(E) The chartering authority that granted the charter may renew a charter pursuant to this paragraph for a period of between five and seven years.

(F) A charter that satisfies the criteria in subparagraph (A) or (B) shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.

As shown by the data provided below, AoA met criteria two (listed above as “ii”) above based on a review of the Charter School’s measurements of academic performance on the 2022 and 2023 Dashboards. “Measurements of academic performance” are defined in statute as “statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.” (Education Code Section 47607(c)(3).)

For the data provided below, the 2022 Dashboard includes only grades 6-8 while the 2023 Dashboard reflects the performance of students in grades K-8. AoA operated as two separate

schools in the 2021-22 school year (The Academy of Alameda Elementary served grades K-5 and The Academy of Alameda served grades 6-8 as a middle school) and the 2022 Dashboard below is for the Academy of Alameda’s grades 6-8. In 2022-23, following a material revision approved by the AUSD Board of Trustees in the 2021-22 school year, the elementary grades merged into the middle school to form one school, AoA, which now serves grades TK-8. The Academy of Alameda Elementary charter school has ceased operation.

Dashboard Performance, Academic Indicators

Schoolwide performance levels

Indicator	2022 Dashboard			2023 Dashboard		
	AoA	State	AoA above?	AoA	State	AoA above?
ELA DFS	14.7	-12.2	Above	13.5	-13.6	Above
Math DFS	-38.2	-51.7	Above	-16.2	-49.1	Above
ELPI	88.2%	50.3%	Above	50%	48.7%	Above

As shown in the table above, for all measurements of academic performance on the 2022 and 2023 Dashboards, AOA received performance levels schoolwide that are higher than the state average.

The below tables show that on both the 2022 and 2023 Dashboards, AOA had performance levels on two measurements of academic performance (ELA Distance from Standard (“DFS”) and Math DFS) for more than two subgroups. This table only displays subgroups that performed statewide below the state average and also received performance levels at AOA, meaning they had 30 or more tested students in 2022 and 2023. These subgroups that statewide performed below the state average are the only subgroups used in determining high or low track placement under criteria two.

The English Language Progress Indicator (“ELPI”) is not shown below because ELPI results are not displayed by subgroup.

Subgroup performance levels, ELA DFS

Subgroup	2022 Dashboard			2023 Dashboard		
	AoA	State	AoA above?	AoA	State	AoA above?
African American	-42.4	-57.7	Above	-49.3	-59.6	Above
Hispanic/Latino	13.3	-38.6	Above	-12	-40.2	Above
English Learners	-8	-61.2	Above	-27.1	-67.7	Above
Students w/Disabilities	-64.9	-97.3	Above	-79.7	-96.3	Above
Socioeconomically Disadvantaged	-3.3	-41.4	Above	-16.1	-42.6	Above

As shown in the table above (ELA DFS), for one hundred percent (100%) of numerically significant student subgroups performing statewide below the state average in each respective year, AoA received performance levels that are higher than the state average on both the 2022 and 2023 Dashboards.

Subgroup performance levels, Math DFS

Subgroup	2022 Dashboard			2023 Dashboard		
	AoA	State	AoA above?	AoA	State	AoA above?
African American	-98.5	-106.9	Above	-95.6	-104.5	Above
Hispanic/Latino	-60.2	-83.4	Above	-36.5	-80.8	Above
English Learners	-58.8	-92	Above	-53.6	-93.4	Above
Students w/Disabilities	-115	-130.8	Above	-119.4	-127.3	Above
Socioeconomically Disadvantaged	-61.7	-84	Above	-45.1	-80.8	Above

As shown in the table above (Math DFS), for one hundred percent (100%) of numerically significant student subgroups performing statewide below the state average in each respective year, AoA received performance levels that are higher than the state average on both the 2022 and 2023 Dashboards.

Given the results shown in the three tables above, AoA meets the criteria for the high performing track for criteria two. This placement has been verified by CDE's published list of charter schools and their performance tracks.

As clearly demonstrated by the evidence above, the Charter School has provided educational benefit to students during the preceding charter term as measured by evidence of student achievement on the Dashboard indicators. AoA meets the criteria for renewal as a charter school designated as high performing and requests the District approve a renewal term of seven years.

Element 1: EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” – Ed. Code § 47605(c)(5)(A)(i)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” – Ed. Code § 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.” – Ed. Code § 47605(c)(5)(A)(iii)

Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School ‘shall consult with teachers,

principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update...' (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students.

Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the Charter School will comply with the legal requirements in providing such a program.

Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of AUSD, excluding a state hospital, shall receive educational services by AUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of AUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

	Projected Student Enrollment for Each Year by Grade Level and Total Enrollment						
Grade Level	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Year 7 2031-32
TK	40	40	40	40	40	40	40
K	52	52	52	52	52	52	52
1	52	52	52	52	52	52	52
2	52	52	52	52	52	52	52
3	52	52	52	52	52	52	52
4	52	52	52	52	52	52	52
5	52	52	52	52	52	52	52
6	115	125	120	120	120	120	120
7	113	115	120	120	120	120	120
8	105	113	113	113	113	113	113
9	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	685	705	705	705	705	705	705

Maximum Enrollment for Charter Term: 705

Charter School will submit a petition to materially revise its charter if any of the following occur:

1. The Charter School seeks to serve any grade levels not already approved by the District on the schedule approved by the District;
2. The total enrollment in a given year exceeds the maximum enrollment by 5% or more.
3. The total enrollment in a given year is more than 15% below the projected enrollment per the schedule above.

Special Education

AoA’s Special Education program is addressed below in the section titled “Plan for Students with Disabilities.” The description of AoA’s Special Education program goes beyond what is requested by the District. In order to maintain continuity, the Special Education section is kept together in one section of the Petition rather than have it in multiple sections.

The Academy of Alameda’s Educational Program

Students to be Served (TK-8th Grade)

The Academy of Alameda is a true public school as it accepts all interested students regardless of where they live. AoA has a strong academic program that includes excellent elective and enrichment classes during the day and after school. However, one of the greatest strengths is AoA’s diverse student body, which is truly unique.

The table below shows the demographics of The Academy of Alameda for 2022-23 and 2023-24, the two school years where AoA has been one combined program.

Subgroup	AoA Enrollment		Comparison 2023-24 Enrollment Data		
	2022-23	2023-24	AUSD	Alameda Co.	California
African American	17.1%	19.4%	7.1%	8.2%	4.9%
AI/AN*	0.2%	0.3%	0.2%	0.3	0.4%
Asian	18.1%	19.2%	24.7%	28.6%	9.9%
Filipino	6.3%	6.0%	4.6%	4.0%	2.2%
Hispanic / Latino	21.1%	20.3%	17.8%	34.8%	56.1%
Pacific Islander	0.7%	1.0%	0.5%	0.9	0.4%
White	20.4%	16.8%	26.9%	14.9%	20.3%
2+ Races	14.2%	13.9%	15.1%	6.8%	4.6%
N/A	2.0%	3.2%	3%	1.5%	1.1%
English Learners	14.5%	12.7%	8.6%	19.9%	18.4%
Foster Youth	0.3%	0.5%	0.3%	0.2%	0.5%
Homeless Youth	1.0%	0.5%	0.9%	2.2%	3.6%
SWD*	11.2%	12.4%	12.2%	12.5%	13.7%
SD*	51.2%	57.6%	38.2%	48.5%	62.7%
Total enrolled	607	620	10,557	211,269	5,837,690

*AI/AN - American Indian/Alaska Native; SD - Socioeconomically Disadvantaged, SWD - Students with Disabilities

As shown above, AoA increased its enrollment from 2022-23 to 2023-24 and serves an increasingly diverse student population, especially in comparison with the District. Over the past two school years, AoA experienced an increase in the proportion of its student body who identify with the following subgroups: African American, Asian, Students with Disabilities and socioeconomically disadvantaged students. In addition, when compared with the demographics of the District, AoA serves a student population with a higher percentage of students in the following subgroups: African American, Filipino, Hispanic/Latino, Pacific Islander, English Learners and socioeconomically disadvantaged students. Moving into its new charter term, AoA remains committed to serving the diverse Alameda community. Additional information about AoA's recruitment efforts is detailed in Element 7 of this Petition.

Community Interest

AoA's mission and envisioned future is built on social justice principles. The Charter School is pleased to serve and support families through a social justice classroom curriculum, the policies used to guide and reflect upon practices, and a restorative justice approach to accountability and discipline procedures. AoA's small class sizes and additional support staff such as mental health counselors & academic and student deans, allows for a smaller adult to student ratio so additional help can be given when and where it is needed. AoA's approach to supporting the whole child through additional services aids students academically, socially and emotionally. Additionally, AoA offers strong athletic programs, award-winning middle school electives, and free and low-cost afterschool and summer programs to support families. Members of the community feel valued, seen, heard, and supported at The Academy of Alameda.

The Academy of Alameda's Educational Philosophy (Grades TK Through Grade 8)

Mission

The Academy of Alameda equitably develops students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

Core Values

- **CONTINUAL IMPROVEMENT**

We continually improve our practice individually and as an organization to meet our students' needs.

- **COLLECTIVE RESPONSIBILITY**

We are collectively responsible for supporting all of our students' academic success and social emotional well-being.

- **RELATIONSHIPS**

We build meaningful relationships within and between our staff, students and families.

- **EQUITY**

We promote social justice in all aspects of our work with students, families, and staff so that we achieve equitable student outcomes.

- **DIVERSITY**

We value student and staff diversity and work to collaborate effectively across similarities and differences.

Vision and Theory of Action

The Academy of Alameda envisions a future where all of our students are successful, and their destinies are not determined by their demographics.

AoA's educational program strives to close the opportunity gap by combining a meaningful, integrated curriculum, high quality teaching, and both academic and social-emotional supportive services that allow all children to reach and exceed their potential. Every student is empowered to believe they have the ability to achieve the high levels of literacy, numeracy, and critical thinking skills that will lay the foundation for them to excel in school, their community, and the workforce.

Furthermore, The Academy of Alameda is committed to creating a safe, welcoming school environment in which all students develop a strong sense of their own identity, an appreciation and respect for others, a strong sense of fairness, and a commitment to standing up against injustice. Students explore their understanding of identity, diversity, justice, and action through an equity-centered social emotional and humanities program that is woven implicitly and explicitly into the school day and curriculum. This work, in conjunction with strong, scaffolded academics, creates an environment in which students are behaviorally, intellectually, and emotionally engaged in their own learning and demonstrate a sense of competence, curiosity for knowledge, and ownership over their progress.

What It Means to be an Educated Person in the 21st Century

An educated person in the 21st century must know how to aggregate, process and make sense of a vast array of information. They must have: a strong foundation in literacy and mathematics; advanced skills in using technology; the ability to apply previous knowledge to inform and connect to new and unique situations; a deep understanding of and respect for people of different

backgrounds, cultures, and perspectives; and the fortitude and interpersonal skills to accomplish goals individually and as a member of a group. An educated person in the 21st century must be able to sift through and process vast quantities of information, evaluate the sources and arguments, and integrate—on a continuous basis—multiple perspectives into their thinking.

AoA believes that in order for students to be educated in the 21st century they must be equipped with foundational skills and with the intellectual capacity to problem solve and think critically, as well as the ability to positively interact with people from a variety of backgrounds and perspectives. These attributes are central to AoA’s mission and are reflected throughout the academic program.

AoA’s educational philosophy is rooted in current research regarding the skills students need in order to be competitive in the 21st century. Boykin and Noguera note that information itself has become a commodity and instead refer to the power of learning “knowledge-transfer” skills: solving similar problems; consuming, generating, and applying information; making sense of novel situations; reflecting on things learned; judging and being constructively critical. AoA teaches students how to consume, process, and make sense of information on their own. It provides opportunities for students to grapple with difficult concepts, debate issues with no easy answers, and pursue problems that do not yet have solutions, while at the same time providing them with the base knowledge necessary to complete these higher-level tasks.

Equally as important is students’ ability to respect and navigate a wide range of personalities, backgrounds, beliefs, and needs. Through academic and social emotional studies, AoA teaches students to recognize, accurately name, and celebrate differences, and to consistently notice and stand up against unfairness, stereotypes, and prejudice. As a result, students at The Academy of Alameda learn to become self-motivated, competent, compassionate, lifelong learners and champions for change and justice in their communities.

How Learning Best Occurs

The mission and educational program of AoA is based upon four key, research-based beliefs about how to effectively educate students for the 21st century:

1. A solid educational foundation in literacy and numeracy is critical to prepare students for participation in the knowledge based economy.
2. In order for deep learning to occur, students must be behaviorally, intellectually, and emotionally engaged in their own learning.
3. To meet students’ unique needs, schools must provide multiple pathways to success.
4. Students learn best when all members of their school community—staff, students, and families—are held to high expectations.

Belief 1: A solid educational foundation in literacy and numeracy is critical to prepare students for participation in the knowledge-based economy.

As many studies have shown, there is a direct correlation between early literacy and high school graduation rates. Likewise, numerical literacy and the ability to apply mathematical concepts to real world ideas are crucial to future success. Further, students who can interpret, analyze, and write about a wide variety of texts, and who have strong number sense and highly developed problem solving skills are empowered with the ability to apply the lessons learned to any situation. AoA is committed to teaching comprehensive, high-level literacy and numeracy skills and to foster the ability for students to apply them in advanced education and real-life situations. AoA focuses on providing a rigorous literacy and numeracy curriculum in which all students will gain the capacity to interpret, analyze, write about, and problem solve in both disciplines. Students at AoA leave with the capacity to continuously learn and appropriately manipulate and incorporate new information, which ultimately empowers them to determine their futures as successful, contributing members of their communities.

Belief 2: In order for deep learning to occur, students must be behaviorally, intellectually, and emotionally engaged in their own learning.

Students are more deeply engaged in their learning when they are academically challenged, and when they see how what they are learning is connected to their own lives and the real world. While important in all years of a student's education, it is even more important to emotionally engage students in their early years as they begin to form a stronger sense of self and understand how they are both shaped by external forces and can take actions to shape the world around them. It's critical for students to see connections between the many subjects that they take and can apply what they learned to new situations.

Belief 3: To meet students' unique needs, schools must provide multiple pathways to success.

Students learn at different rates and have their own strengths and challenges. Many schools teach the same content within the same time frame to all students and expect the learning outcomes to be the same. The Academy of Alameda recognizes that all students are unique individuals who learn in different ways and at different rates. Thus, the formula for learning at AoA is: Targeted Instruction + Time = Learning

Learning should never be the variable; it is the constant.

In order to meet a child's individual needs, AoA's philosophy and practice is essentially Multi-Tiered Systems of Support's ("MTSS"), previously referred to as Response to Intervention

(“RTI”), underlying premise “that schools should not delay providing help for struggling students until they fall far enough behind to qualify for special education, but instead should provide timely, targeted, systematic interventions to all students who demonstrate need.” Through ongoing assessment and progress monitoring, AoA provides targeted support to students as needed. Intervention—either academic or social-emotional—is immediate, timely, and subject to ongoing monitoring.

Belief 4: Students learn best when all members of their school community—staff, students, and families—are held to high expectations.

AoA believes all students have the capacity to achieve at high levels academically, behaviorally, and socially and can master the skills needed to succeed in high school, college, and the 21st century workforce. From the moment they set foot on campus, students at The Academy of Alameda are immersed in a school culture that clearly and consistently communicates high expectations for all and the deep belief that every student can grow with effort and the right support. Furthermore, students learn best when the adults in their lives—school staff and family members—are united in their approach to education and are also held to high expectations. Helping students and families adopt high expectations requires more than support for academics; AoA concurrently focuses on the social-emotional learning (“SEL”) aspect of education that is vital to long-term success. Recent research has shown a student’s mindset and personal qualities are important determinants of college success. Qualities such as developing a growth mindset and embracing mistakes as learning opportunities are cultivated in each and every class, in advisory and the tutorial program, and in assemblies.

A Strong Foundation in Literacy and Numeracy

Students with strong math and literacy skills are able to apply those skills and thus access curriculum in all of their courses. Teaching those skills in all subjects (not just in ELA and math) at the Tier 1 level (the program that all students experience) is an ongoing emphasis in The Academy of Alameda’s academic program. While students’ academic well being in all subject areas is evaluated and monitored, AoA’s intervention program has a particularly strong focus on accelerating students’ reading, writing, and math skills so that they are at grade level or above.

Engaged in Learning: Behaviorally, Intellectually and Emotionally

Engaging students in each and every class has been an ongoing goal for instructional leaders and teachers since AoA’s beginning. While that looks different in each course depending on the subject, there are key principles involved in deeply engaging students across subject areas. These principles include connecting subject matter to students’ lives and providing opportunities for students to solve problems and challenges that impact them through inquiry based instructional

strategies such as project based learning. The subjects of math and science are more engaging and learning is deeper when teachers incorporate manipulatives and “real life” experiences such as lab-based projects into their lesson plans and units. Students are also more engaged when they begin seeing the connections between what they are learning in their various subjects. Finally, AoA’s commitment to continually strengthen students’ critical thinking skills shapes the humanities program’s core instructional practices of incorporating multiple perspectives and stories.

Multiple Pathways to Success

Each student is a unique individual with their own strengths and areas for growth. To account for students’ needs and individuality, AoA provides multiple pathways to success by adjusting targeted instruction and time, as needed, for each student to engage in high levels of learning. This happens in students “regular” classes, in intervention and higher level advanced courses, as well as through ongoing assessments. Progress monitoring assists in determining the time needed to reach these high levels of learning. Students who are struggling academically, socially, and/or behaviorally are provided timely, targeted, systematic intervention. Some students need additional options so they can best engage in the aforementioned high levels of learning. AoA has an independent study policy, located in the appendix, that outlines the Charter School’s program for students and families who may need an off campus learning environment in order to best meet their needs.

High Expectations for All

AoA exhibits high expectations for all members of the school community by fostering a culture of growth and a commitment to continually improving both individually and as a community of learners. Staff, students, and families demonstrate alignment with the Charter School’s vision that all children are held to high academic, behavioral, and social emotional expectations and operate with the unwavering belief that every student can succeed when given access to the appropriate tools and supports. The AoA community sees learning as a continuous, iterative, and joyful process, and collaborates to support all students in achieving at high levels.

To see high expectations to fruition, teachers continuously monitor their students’ academic, behavioral, and social emotional progress, set personalized goals, and celebrate individual and collective growth. Extended school days will further ensure that students have the learning time necessary to develop the skills, knowledge, and character to be successful in secondary and post-secondary education and in any subsequent professional path they choose.

Instructional Framework

Below is a detailed description of AoA’s instructional framework rooted in rigor and standards-based instruction.

Rigor

The foundational rigor in the instructional program and curriculum at AoA is based on the Common Core State Standards (“CCSS”), the Next Generation Science Standards (“NGSS”), and by utilizing Webb’s Depths of Knowledge (“DOK”). AoA also believes all students are served best when there are high academic expectations of them and that the curriculum is intellectually and emotionally engaging. The CCSS are rigorous grade-level goals for student learning. They include building a knowledge base within each discipline (ELA, and math), developing skills, and thinking critically. By learning the requisite information and skills in each subject area, students are able to move to the more advanced task of thinking critically and are able to support their thinking with evidence. Mastery of these standards results in students’ proficiency, and also increases the likelihood that a student will achieve academic excellence in the future.

Additionally, the use of the DOK in planning units of study around the standards ensures that students are moving from basic acquisition of knowledge through analysis and finally to evaluation. As the learning progresses “up” the rigor spectrum, “students have the competence to think in complex ways and to apply their knowledge and skills. Even when confronted with unknowns, students are able to use extensive knowledge and skill to create solutions and take action that further develops their skills and knowledge.” Attaining this level of rigor will be invaluable for success in all academic settings in the students’ future.

The use of a coaching model will provide teachers with another set of eyes whose purpose is to support teachers in their instruction, assessment and refinement of their practice. Academic Deans will support teachers in all content areas with the goal of building the site’s literacy practices across the curriculum, as necessitated by the Common Core Literacy and Math Standards. Coaching will also come from observation by administrators, members of the restorative justice team and instructional rounds conducted by the entire staff. This on-going coaching and training will help ensure the high level of academic rigor at AoA.

In implementing a rigorous academic program, AoA is committed to preparing students not only for life-long learning, but also for the specific rigors of a college-preparatory high school program should a student desire to pursue that path. Students will be able to successfully move into A-G aligned course-work in high school having gone through their middle school years at AoA.

Standards-Based Instruction

All curriculum used by AoA will align to the CCSS, NGSS, History-Social Science Framework, English Language Development (“ELD”) Standards, and the remaining State Content Standards (collectively, the “State Standards”) for the appropriate content area.

Steps of a Competency-based Approach

1. Identify essential standards to be mastered. In Competency-based grading, teachers prioritize grade-level content standards and through this identify essential standards. Teachers then use an AoA developed unit organizer to consider and prioritize critical content which they phrase as “big questions.” Through intentional focus on essential standards, teachers guarantee students are spending their academic energy engaged in learning the most important content.

2. Rewrite standards in student-friendly language and break into individual lessons. This becomes the students’ “learning objective” for the day—the thing students are supposed to know or be able to do by the end of the lesson. Students know at all times the standard they are trying to master and therefore have some “buy in” for exerting energy in their own learning. Students are then also able to self-check for understanding by revisiting the learning objective for the day and assessing their mastery of it, although this self-check is not the only form of assessment for the lesson or objective.

3. Design or locate assessments (both formative and summative) that accurately measure the standards being taught. Formative assessments can be as simple as teacher observation or as formal as a quiz, but all are to be used by teachers to inform instruction.

4. Plan instruction and experiences that allow students to learn the standard. Teachers will use best practices concerning differentiation and multiple learning styles. This will often include using rubrics that give clear guidelines for what meeting the competencies and what growth looks like over time.

5. Incorporate classroom-based assessment. Students need to periodically “check in” with the teacher and themselves to see how they are progressing toward competency. This student assessment for learning helps students decide what their next steps will be as they seek to master the standard. Teachers will regularly use “Exit Slips”—short response questions aligned with the day’s learning objective, to assess both individual and class mastery of the material. The results of these assessments, be they formal or informal, also need to be communicated to students in a timely manner so that they may take the appropriate next steps.

6. Allow for extra support and “stretch.” Teachers need to plan for students not making sufficient progress and for those who master a standard during particular units of study. Three times a week Tutorial periods permit students additional time to seek out or receive extra support. If students are pacing faster than their peers, this time can be spent working on “stretch” projects that engage students in learning extension activities.

7. Determine student progress by use of summative assessments. After students have practiced and had time to assess their progress and make adjustments so they are progressing toward mastery, they can then demonstrate mastery by completing “summative” assessments. These assessments (tests, final projects, demonstrations, products) form the basis for the final “reporting out” on student achievement.

8. Consider possible intervention options for students who did not master a standard. Through the use of on-going assessment of student progress toward mastery of standards, teachers and administrators are able to quickly determine when a student is in need of support beyond the interventions provided within the regular classroom. With a tiered intervention system in place (MTSS), students are able to receive extra help in order to master grade-level standards. AoA’s academic MTSS program centers on tiered levels of support in literacy and math, as strong skills in these two areas (particularly literacy) is fundamental to students’ success in all of their courses.

AoA will implement the eight components above in its standards-based approach so that students know:

- the standard they are trying to master
- what mastery looks like
- what is needed to achieve mastery – steps student needs to take
- where they are relative to mastery of the standards

In this way, students will become academically successful and will be able to demonstrate their academic abilities on a variety of assessments, including year-end Renaissance Star (“Star”) and Smarter Balanced assessment as well as classroom assessments.

Academic Program

The Academy of Alameda serves an incredibly diverse student body and students arrive with widely varying ability and skill levels. AoA measures students’ skills in Math and Reading through the Star Reading and Math assessments. Students who are enrolled in the Charter School take the Star Reading and Math assessments once in the Fall, once in the Winter and once in the Spring to monitor how students are performing in an ongoing manner. It is incumbent upon AoA to provide a varied academic program that not only supports those who enter the Charter School

working below grade level but that also stretches those who are at or exceeding grade level standards. In order to meet the needs of all of its students, the Charter School has developed intensive, tiered intervention programs, especially in math and English that reflect the three tiers outlined in Response to Intervention (RtI).

English Language Arts – Elementary School Program:

The CCSS in ELA at the elementary level calls for rigorous grade-level expectations in the areas of reading, writing, speaking, and listening to ensure students reach middle and high school on grade level so they can focus on preparing for college and career. AoA’s goal is to empower students to be conscious contributors to their communities by equipping them with the critical thinking skills, academic language and discourse skills, and a growth mindset to be successful in high school and beyond. AoA focuses on developing the foundational skills necessary for students to become thoughtful communicators in an ongoing effort to address equity and excellence. The philosophical principles outlined below guide AoA’s approach to literacy throughout the school day and across curricular areas. The principles provide the rationale and “why” behind the choices made regarding curriculum and instruction.

Curriculum

The Charter School uses SIPP’s Phonics, Being a Reader (K-1), Being a Writer (K-1) and Wit and Wisdom (2-5) (as the core ELA curriculum in the Elementary grade levels, as well as Core Knowledge Skills in TK Reading and writing curriculums were chosen based upon the history of success, alignment with CCSS, and flexibility for reaching and teaching a wide range of learners and skill levels.

ELA – Middle School Program:

AoA’s Tier One English Language Arts program for its middle school grade levels is designed to provide all students with ample opportunities for reading, writing, listening, and speaking. Texts are read multiple times and annotated to develop a deeper understanding. There are multiple opportunities to engage in the writing process and reflect upon the readings.

Key components of the ELA program include:

- Close and annotating reading of short stories, novels, poetry, and non-fiction texts
- Writing assignments (both short, quick writes and longer, more developed pieces) that include response to literature, interpretative essays, evidence based claims, narratives, and poetry.
- Vocabulary Instruction

- Access to classroom libraries for students and the opportunity to pick and read books of their choosing.
- Socratic Seminars—text-based conversations in which students are encouraged to interact with the text and open lines of inquiry

Content

- CCSS: English Language Arts

Resources

- Teacher-prepared Course/Units
- Note and Notice for Fiction and NonFiction (Kylene Beers and Robert Probst)
- Teachers College Writing Curriculum

Identification of Students Needing Support in English Language Arts

Multiple measures will be used to identify students who need a supported placement for English, including:

Placement Measures

- Teacher Recommendation
- CAASPP scores
- Star Percentile
- Grades

Support Courses in English Language Arts

In addition to a robust, Tier One English program that provides opportunities for support and stretch within the classroom, AoA also offers the following:

Tier Two:

- **Reading Lab** at the 6th, 7th and 8th grade levels. Reading Lab addresses the specific needs of struggling adolescent readers and is offered in addition to a student’s English class. The course focuses on phonological awareness, comprehension, vocabulary, and fluency. Students are in small groups based on their running records. The Strategic Literacy Curriculum includes Leveled Literacy Intervention (Fountas and Pinnel intervention curriculum), Phonographix Word Study, Phonological Awareness Activities

- Equipped for Reading Success David A. Killpatrick. AoA uses Reading Plus, an online learning program, as a supplement. Students also listen to audiobooks and engage in comprehension activities.

Tier Three:

- **SIPPS:** The SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) program is designed to support readers by providing systematic and explicit instruction in phonological awareness, phonics, and sight word recognition. It aims to help students develop strong foundational skills in decoding and word recognition, which are essential for proficient reading. SIPPS provides structured lessons that gradually introduce and reinforce these skills through a variety of activities, such as blending, segmenting, and decoding words, as well as practicing sight words. By focusing on these key elements of reading, SIPPS helps students build confidence and fluency, leading to improved reading comprehension and overall literacy.
- **LanguageLive!:** The Charter School uses LanguageLive! to support students who struggle with reading proficiency, including those who are identified as low readers, in middle school grades. LanguageLive! is a platform designed to enhance reading skills for students at various levels of proficiency. Through LanguageLive!, our struggling readers have access to a range of interactive reading resources and activities tailored to their individual needs. The platform provides targeted instruction in phonics, vocabulary, comprehension, and fluency, helping our struggling readers build essential literacy skills and confidence. By incorporating LanguageLive! into our curriculum, we are able to provide our low readers with the tools and support they need to improve their reading skills and succeed academically.

Mathematics – Elementary School Program:

Mathematics instruction at AoA is centered on teaching students how to “think like a mathematician.” To do so, students must engage deeply with problems, link topics and thinking across grades and across subject matter, and view math as an integral and relevant component of their lives. Eureka Squared is the math curriculum used in TK-5, with Zearn as an additional math resource. The Elementary program has one Math Instructional Aide that supports students who struggle with math concepts, as identified by local and curricular assessments.

Curriculum

AoA uses Eureka Math Squared as the core mathematics curriculum. Eureka Math Squared was chosen based upon its faithful alignment to the CCSS and its emphasis on problem- and strategy-based mathematical practices.

Mathematics – Middle School Program:

AoA is committed to the on-going training and support for math content, lesson design and assessment for teachers. Students will develop a conceptual understanding of math as opposed to learning rote steps to a correct answer. To develop a conceptual understanding, students begin with concrete learning and move systematically through semi-concrete instruction and eventually are able to use algorithms to solve complex grade-level math problems.

While differentiation can be implemented within a Tier One English program, AoA recognizes the inherent difficulties in differentiating within a skill based class such as math. Because of this, AoA has structured the math program to provide both support and opportunities for ‘stretch’. The Charter School’s math program is designed for Algebra readiness in the 9th grade. This sentiment is reflected in the CCSS which designate Algebra as 9th grade coursework. AoA’s program also reflects the importance of Algebra in the pathway to college and the necessity of building strong foundational skills that ensure success when Algebra is taken. However, for students who are advanced and are prepared with the foundational skills, AoA offers Algebra I in 8th grade.

For students who enter AoA on grade level (Tier One), the math progression is as follows:

- 6th grade: Math 6
- 7th grade: Math 7
- 8th grade: Math 8
- Algebra I

Key Components

- Basic skill fluency
- Multi-step problem-solving
- Real-world application of mathematical concepts
- Conceptual understanding in addition to algorithm fluency
- Vertically aligned to promote Algebra readiness

Content

- CCSS: Mathematics
- Open-Up Math Curriculum
- Zearn Online Math Curriculum

Resources

- Problem solving strategies
- Common Core aligned instructional materials
- Zearn Online mathematics
- Peer Teach
- Accelerated Math Program (teacher created)

Identification of Students Needing Support in Math

Multiple measures will be used to identify students who need a supported placement for math, including:

- CAASPP data
- Star assessment data
- Trimester Class Grades and Competency level
- Teacher Recommendation (Work Habits)
- Student request

Support in Mathematics

6th Grade Peer Teach: Peer Teach in AoA's 6th grade classrooms involves students taking on the role of teachers to explain concepts or topics to their peers. This method fosters a collaborative learning environment where students not only deepen their understanding of the material by teaching it, but also develop communication and leadership skills. Typically, students are divided into small groups where they prepare mini-lessons or presentations on assigned topics. They research, organize, and present the material in a way that their classmates can understand. Peer Teach encourages active engagement, promotes critical thinking, and enhances overall comprehension as students learn from each other in a supportive and interactive setting. We plan to implement this across grade levels in the 24-25 school year.

6th Grade Intervention: 6th grade students may be pulled by a teacher 4x/week for 1:1 or small-group instruction/remediation based on student data and by student or teacher request.

7th and 8th grade: Math Intervention: Seventh and 8th graders in need of extra support in math are placed in smaller groups during the second half of class twice a week. These small groups are provided remediation in the classroom, led by the teacher, while the students who are able to work on the Zearn curriculum independently are provided an alternate location. This group is overseen by the Math Support Specialist, and these groups change based on student needs as ascertained by assessments, teacher observations, and by student request. Students may also be pulled during tutorial by the classroom teacher based on need.

Tutoring: AoA offers in-school tutoring during our 4x/week tutorial, with small groups pulled by the teachers and Math Support Specialist.

Identification of Students Needing Stretch in Math

Multiple measures will be used to identify students who need a supported placement for math including: CAASPP data, Star data, grades and teacher recommendations. The Academy provides the following opportunities:

- **AMP (Accelerated Math Program):** Any student - no matter their grade - who believes they are ready to be challenged with advanced mathematics, no matter their grade level, and/or have been identified by their teacher as ready for higher level math may join the Accelerated Math Program. This program offers students the opportunity to stay in their current grade level math class, while simultaneously learning the next grade level material. They participate in tutorial-time support with the teacher, but are solely responsible for completing their work.
- **Algebra I:** Algebra I is for students who have tested into the class. Students are provided testing opportunities the spring and summer before their 8th grade year.

Science and Social Science – Elementary School Program

At AoA teachers in all grades engage their students in age appropriate lessons and projects that integrate the NGSS standards. AoA believes that protecting time to study these content areas is vital to students' short- and long-term success, as the study of science and social studies in the elementary grades allows students to develop a rich Tier 3 vocabulary, a foundation and background knowledge for middle school courses, and valuable processes to understand, participate in, and make informed decisions about the world.

Lessons and projects derive from science and social studies standards and topics, and also address SEL and/or issues that are arising within the class or within the community. For example, an issue in the community, such as residents in the surrounding area not recycling, could become a project during a social studies unit on leaders and leadership or during a life

science unit on sustainability. In addition to learning subject-specific vocabulary and content, students are also able to analyze the issue, generate possible solutions and then create a product, like a public service announcement, on the topic.

Curriculum

AoA uses National Geographic and Mystery Science for science and has written its own curriculum for social studies called Equity Studies. Equity Studies fuses social emotional learning and social studies standards and explores the concepts of identity, diversity, justice, and action via current and historical case studies and events.

Science – Middle School Program

As an equity-centered public school, it is important to provide students with shared-scientific experiences from TK-8 that allow them to deepen their understanding of their world and to make connections. This scientific learning will happen through group discussions and teams working together to make scientific explanations. Students will become well-rounded thinkers by generating their own questions and investigations so they can make claims, and provide evidence and reasoning. All lessons will engage students with phenomena that challenge their ideas about the workings of the natural world. As a result of their learning, students will be aware of societal issues and how science can be used as a tool to mitigate those issues.

In order to accomplish this, the following conditions are essential:

- Teachers must be open to collaboration and co-construction of curriculum
- The administration must provide time for teachers to collaborate within and across disciplines and opportunities to access professional development specifically tailored to the discipline of science.
- Participation in the lesson study process
- Incorporation of appropriate CCSS standards into the science curriculum

Key Components

- Science is "hands-on" and "minds-on." Students have the opportunity to engage in interesting and challenging experiences and labs connected to real life
- Students are encouraged and taught to ask questions about nature.
- Students learn how to find out and are inquiry-minded.
- Students practice skills in order to become good at them.
- Students learn to think for themselves and recognize false claims.
- Students learn to think like a scientist and see the science around them.

Content

- Next Generation Science Standards
- CCSS for Literacy: Science Resources
- Teacher-prepared Course/Units
- Science labs for investigation using resources from the Alameda County Office of Education’s Science Partnership for Instructional Innovation (“SPFII”)
- Hands-on learning at local sites
- State-adopted text as instructional tool

History – Middle School Program

AoA is dedicated to engaging students in questioning the historical information they are taught so they may witness and honor all narratives and voices. By examining case studies, students contextualize their own experiences and identities within the larger narrative of history. Equally important, students are provided with opportunities to grapple with others’ stories and multiple perspectives, both from the past and present, to build allyship across differences. In the History classes at AoA, students are tasked with both identifying single stories that are told throughout history along with considering the dangerous consequences of telling single stories about places and people. Once single stories are brought to light, students then work to uncover the moments in history when individuals and groups resisted against single stories. Through the close examination and questioning of historical narratives and the single stories told throughout history, students are given models of how to examine their own identity in the world around them, so they can see how they can become partners with others to dismantle and challenge the single stories around them.

Key Components

- Contextualize, analyze and cite primary and secondary sources
- Identify and analyze point of view, perspective, and bias in sources
- Take a position in response to a prompt and use evidence to support your claim
- Critically question and analyze voices and perspectives missing from sources
- Conduct short research projects to answer a prompt
- Depth over breadth. Instead of examining history quickly, through rote memorization, students are taught to look more deeply at case studies in order to analyze patterns and themes throughout history.

Content

- State Standards
- CCSS for Literacy: Social Studies Resources
- Teacher-prepared Course/Units
- Various Primary Sources

Physical Education – Elementary and Middle School Program

AoA develops strong students – academically, socially, and physically. To this end, the Charter School offers many opportunities for students to 1) increase their overall physical health through exercise and healthy eating; 2) engage in multiple physical activities so that each student can find an area of interest; and 3) develop an understanding of growth mindset. Physical education is designed to develop motor skills and an understanding of common sports and forms of physical movement (e.g. yoga, dance, martial arts). The curriculum teaches students how to play different sports and games, and reinforces the concepts of fitness, nutrition, teamwork, and fair play. Physical education teachers, similar to teachers of other subjects, incorporate differentiated instructional strategies, as students enter each course at varying levels of experience and expertise. The Physical Education curriculum of AoA supports the overall approach and may include:

Key Components

- Instruction in a variety of motor skills that are designed to enhance the physical, mental, and social/emotional development of every child
- Fitness education and assessment to help children understand, improve and/or maintain their physical well-being
- Development of cognitive concepts about motor skills and fitness
- Students have opportunities to improve their emerging social and cooperative skills and gain a multicultural perspective
- Promotion of regular amounts of appropriate physical activity now and throughout life
- Students have fun and understand the importance of staying physically fit

Content

- State Standards, Physical Education Model Content Standards for California Public Schools Kindergarten Through Grade Twelve

Resources

- Teacher-prepared Course/Units

Creative Arts and World Languages – Elementary School Program

Students at AoA participate in a variety of other special subjects, including visual and performing arts and a world language, such as Spanish. When possible, creative arts classes feature topics and projects that are aligned with the cross-curricular projects that are being completed in the students' classes. For example, an art lesson that would enhance a kindergarten project on the nearby community and the surrounding environment might involve water color depictions of animals from that environment. World languages focus on communicative language learning and on the development of speaking, reading, and writing skills. The program includes aural immersion, and students practice their new language skills through whole group and partner activities, games, songs, and native speaker community involvement.

Electives – Middle School Program

Elective courses are a critical part of providing students with a well-rounded educational experience. Elective courses are varied to appeal to students' interests. The staff at AoA recognize there are multiple ways for a student to be successful, and many students excel in the visual and performing arts. By 8th grade promotion, the majority of students at AoA have elected to take one or more years of the Charter School's art, technology, and/or music courses. These courses enhance AoA's academic program by exposing students to different modalities of learning and to new experiences.

Music Key Components

- Music courses including Beginning Orchestra, Advanced Orchestra, Beginning Band, and Advanced Band. Beginning band and orchestra courses are available to sixth-graders each year as an after school elective.
- Music classes explore theory and history, along with composition and performance

Content

- State Standards, Visual and Performing Arts Content Standards for California Public Schools Kindergarten Through Grade Twelve

Resources

- Teacher-prepared Course/Units

Art Key Components

- Art courses including Beginning Art, Intermediate Art, and Advanced Art. Beginning Art is a class that sixth grade students take as part of their enrichment wheel.
- Art classes explore theory and history, along with composition and presentation.

Content

- State Standards, Visual and Performing Arts Content Standards for California Public Schools Kindergarten Through Grade Twelve

Resources

- Teacher-prepared Course/Units

Technology Key Components

- Students in the middle school program can elect to take separate technology enrichment classes as part of their elective options. Technology classes at AoA are available for each grade level starting in 6th grade, and include the following: Technology I, open to 6th graders, Technology II is all 7th graders and any 8th graders with no technology experience, and Technology III, a class that is available to 7th and 8th grade students.
- Students in the middle school program can elect to take separate technology enrichment classes as part of their elective options. These courses are noted above.

Content:

- What is technology?
- Digital Citizenship & Machines
- Basic Computer Literacy and Typing
- Coding
- Game Design
- App Design

Resources

Teacher-prepared Course/Units

- Projectstem.org
 - Computer Science and Explorations 1-3 teaching Scratch Block coding as well as access to High school level introduction to Python
- Teacher created ancient technology units
 - “6 simple machines” for year 1
 - “Earth, Water, Air, Fire” for year 2
- Teacher created electricity/coding units
 - Breadboards + LEDs for year 1
 - Disassembly project for year 1
 - Arduino IDE + breadboards for year 2
 - San Jose Tech Challenge (ongoing science competition external to the school)

Technology to Facilitate Learning

Technology skills are a vital and important part of the educational program at AoA. In order to address the digital divide that ultimately impacts student achievement, AoA provides equitable access to computers during the regular school day and in the after school program. AoA provides a minimum of one device (laptop and/or tablet) for every student so that they have access to technology whenever needed and teachers begin building foundational technology skills beginning in kindergarten.

AoA infuses the six key International Science and Technology in Education (“ISTE”) standards into the curriculum in Middle School so students develop a clear scope and sequence of skills and knowledge. This includes developing students’ keyboard abilities. The ability to type is particularly essential as the CAASPP assessment system is computer based and demands that students begin writing short responses essays and have a strong familiarity with various keyboard functions as early as the third grade.

Furthermore, teachers use technology to enhance their instruction in all content areas and use the Internet when appropriate and meaningfully connected to their instruction. Uses of technology and the Internet take a variety of forms and are developmentally appropriate. Some uses of technology include, but are not limited to:

- Education and awareness of the power and influence of the Internet.
- Instruction on Internet research and how to analyze the quality and credibility of sources.

- Presentation of summative projects in science and social studies using PowerPoint, Prezi, blogs, or other online platforms.
- Use of SIPPS, myLexia, or other online reading programs to build phonics, fluency, and comprehension in independent reading.
- Use of Zearn and other online math programs to build math fluency and reinforce classroom instruction.

Staff are provided ongoing technology centered professional development so they continually develop their ability to use technology as both a teaching and learning tool. In addition to using it as a tool to deliver curriculum, they also learn how to use data tools, such as our Building 21 Competency and Personal Learning Plan Dashboards and Databases to monitor their students' growth and learn how to teach students important skills.

Monday Advisory/Assembly

Advisory occurs on Mondays three to four times per month for 45 minutes per session and includes all students and teachers. Assemblies occur once per month on Fridays for 45 minutes and they serve as a space for celebrating the Olympians of the Month, behavior, academic, and event reminders, and opportunities for student groups to showcase their talents. The design of the Advisory/Assembly program supports the socio-emotional development goals of the Charter School.

Plan for Targeted Students

AoA's educational program is designed to meet the needs of every learner. Using high quality core instruction combined with a multi-tiered system of support for both educational and emotional challenges, AoA makes every effort to find a strategy that works for every child. AoA's program is also prepared to meet the needs of the Charter School's diverse student population using culturally responsive practices to facilitate student learning. AoA uses a strength-based MTSS approach that utilizes academic and social-emotional support strategies and programs to improve learning outcomes. MTSS is a multi-level system of support that uses data-based decision making to identify students who are at-risk of poor learning outcomes and/or behavioral problems so that educators can intervene early. MTSS informs classroom instruction, improves the quality of intervention services, and increases student achievement.

AoA gathers a variety of information to match student needs with support services. At the time of student enrollment, which occurs after a student is admitted to AoA, the following information is collected to establish baseline data:

- Enrollment forms, provided after a student is admitted to AoA, ask families to provide information regarding their student’s State test scores - if applicable, English language proficiency, whether the student has an Individualized Education Program (“IEP”), and other pertinent background information.
- Universal screening assessments are administered to all children in Math and Language Arts typically in the beginning of the school year and at least twice throughout the year so AoA can monitor growth and provide the necessary support for students at every performance level including students who may need additional stretch opportunities.

The information gathered from the baseline assessments is the first step in identifying students who may need additional support.

Plan for Students Achieving Below Grade Level

AoA uses a framework for providing students with support services that maximize achievement and reduce behavioral challenges. AoA has implemented data-based decision making to identify students who are at-risk of poor learning outcomes and provide them with intervention services within MTSS. At the primary support level, students are provided with a core academic program that includes high-quality instructional methods and culturally responsive teaching practices. The secondary level includes targeted, supplemental support services designed to bolster student learning. The tertiary level includes intensive intervention services that are delivered in small groups or individually. All three levels focus on enhancing academic and social-emotional learning outcomes.

The prior sections of Element 1 of this Petition provide multiple examples of support for students below grade level. These include, but are not limited to, support courses in ELA and support in math. Additional support for students achieving below grade level is outlined below.

Assessment, Identification and Progress Monitoring

Within the MTSS model, assessment and data-based decision making are included in each tier of intervention support. The primary tier of support includes universal screening and benchmark assessments that are administered to all students in Math and English/Language Arts, currently at least three times per year (and more regularly for students in support classes). AoA uses Renaissance’s Star Reading and Math assessments as universal screeners. When a student scores below grade level, the instructional team decides on the level of support the student needs in order to accelerate their academic growth. The team uses multiple measures to assess students, so it has a more complete understanding of each student’s academic achievement and progress.

The secondary tier of support is designed to accelerate the learning of students who require strategic intervention in addition to their core instruction. Formal progress monitoring assessments are administered more regularly, such as every six weeks, to track student progress and inform instruction.

The tertiary tier of support is designed to meet the needs of students who do not demonstrate adequate progress within the secondary tier of support. Progress monitoring assessments are administered as frequently or more often than students in the secondary tier of support.

Students who are receiving intervention support services are discussed at weekly Coordination of Services Team (“COST”) meetings. Weekly COST meetings serve two primary functions. First, as a pre-referral process, teachers and/or staff members submit COST referrals when they have a concern about a student. Second, COST allows staff to closely monitor the progress of students who are currently receiving intervention services. Students who do not demonstrate adequate progress, despite interventions put in place by COST, will be scheduled for a School Data Group (“SDG”). The SDG includes the student’s parent/guardian, teachers, an administrator and any relevant support staff. The SDG process is designed to identify student strengths, discuss areas of concern, and explore alternate intervention ideas to increase school success. At the end of the SDG meeting, an action plan is implemented and a designated time period for monitoring student progress is agreed upon. A follow-up SDG may be held to determine the effectiveness of the support plan. Students who do not demonstrate adequate progress despite supports put in place by the SDG may be referred for a special education or Section 504 evaluation.

Intervention Services

In addition to a high-quality core instructional program and general education classroom supports, the following intervention services are available to students who do not demonstrate adequate academic progress:

- Differentiated instruction and flexible grouping within the general education classroom setting.
- All students have four periods per week to complete homework or engage in enrichment and or intervention opportunities.
- Evidence-based, supplemental instructional interventions in math and language arts.
- At the primary, secondary and tertiary level, students who are identified as at-risk of poor learning outcomes are provided with evidence-based instructional interventions. The amount of time and duration of the intervention are dependent upon the student’s level of need.

- For students who do not demonstrate adequate progress despite receiving tertiary intervention supports, a referral for a special education assessment or 504 evaluation is considered.
- Push-in support services.
- Instructional aides and support staff are strategically scheduled to provide push-in support services into the general education classroom.
- Students have the opportunity to receive pre-teaching or re-teaching instruction in The Learning Center. The Learning Center is a space dedicated to host differentiated, small group instruction. The Learning Center is also utilized as an alternate test-taking environment.
- A variety of Social-Emotional supports.
- Group and individual counseling.

Tutorial in Middle School for Students Achieving Below Grade Level

Currently tutorial periods (“Tutorial”) are held three times per week for 45 minutes and afford many opportunities in regards to assisting struggling students, providing independent work time for students on grade level, and providing stretch opportunities for students who have already mastered the current standards. Students have a dedicated classroom in which to work, with the same teacher as their Advisory homeroom. Because this is independent work time, the teachers are available to work with students from their content area classes who need additional support. Prior to Tutorial, either the teacher or the student can initiate a “stamp” pass to the teacher’s room for Tutorial. Then, during Tutorial, the student has permission to leave his/her assigned room to visit the designated teacher. This time may be used for such purposes as small group/one-on-one re-teaches, catching up on missing work, studying assistance, or completing or retaking assessments.

Family Notification

The classroom teacher contacts families of students who are achieving below grade level. They engage in an open dialogue with families about the progress of the student and confer with them about strategies for improving the student’s academic performance and/or behavior. Parents/guardians are also notified if their child is recommended for intervention support. Other possible types of family notification and outreach for students provided additional support include family-teacher conferences, an SDG, and 504 and IEP meetings.

Supporting Strong Attendance

Because there is such a strong correlation between a student’s attendance and their performance, AoA has systems in place in order to monitor and improve student attendance - particularly as it

relates to habitual or chronic truancy. This includes weekly monitoring and earlier, more comprehensive Student Attendance Review Team (“SART”) meetings including checking back in with families whose children are at risk of chronic absenteeism.

Plan for Students Achieving Above Grade Level

AoA believes students flourish when they are continually engaged and challenged — academically, socially, and emotionally. In the elementary program, Beast Academy is a challenge math program offered to students who are performing above grade level in math. In ELA, students who are above grade level participate in small group literature circles. In the Middle School program, teachers work hard to extend the learning of students who are performing at the highest levels in their classes by differentiating lessons and/or projects by providing a Level 4 challenge on rubrics. Teachers have them go deeper into the content by asking them higher level questions and/or asking them to demonstrate their mastery of a given concept in more complex ways. The middle school offers higher level math classes alongside an accelerated math program, as well as advanced classes in band, art, and technology to students who have needed to ‘stretch’ in their learning and/or who qualify on specific assessments. Literature circles provide students with higher level opportunities for deeper learning and analysis of texts. Students are also able to form their own clubs, and staff support by seeking outside resources and guides to enhance their learning.

The prior sections of Element 1 of this Petition provide multiple examples of support for students who are achieving at or above grade level. These include, but are not limited to, stretch activities in math, world languages such as Spanish, as well as electives including art, music and technology. Additional opportunities for students achieving below grade level are outlined below.

Tutorial in Middle School for Students Achieving Above Grade Level

As noted, tutorial periods are held three times per week for 45 minutes, which afford many opportunities in regard to assisting struggling students. These times also provide independent work time for benchmark students, and provide stretch opportunities for students who have already mastered the current standards. Students who are performing well and on grade level will most often use these periods to complete homework assignments or to work on long-term projects. Students have a dedicated classroom in which to work, with the same teacher as their Advisory homeroom. Because this is independent work time, students on and above grade level have flexibility in the activities they complete.

Assessment and Identification for All Students

AoA uses a variety of assessment tools to identify how students are performing in their specific subject areas throughout the year. These tools allow AoA to personalize the academic program to benefit all students. These assessments include Star Reading and Math as a universal screener and CAASPP testing to provide benchmarks for student learning. Teachers also track phonics and high frequency word knowledge, monitor daily student work, and use classroom assessments to quickly identify students who may be ready for acceleration through more challenging assignments. Class formative and summative assessments also provide guidance for student support.

Plan for English Learners (also referred to as Emerging Bilinguals)

AoA's emphasis on providing multiple pathways to success for all students and on building close connections with families makes the Charter School uniquely suited to serve English Learners ("EL"). From outreach through enrollment and to matriculation, AoA is inclusive and welcoming and is respectful of all differences, including language needs. Currently a majority of AoA's EL students come from families who speak Spanish, but this is not the only native language at AoA. One of the ongoing aims is to better provide translated materials and interpreters in these languages when possible. To facilitate this, AoA provides students with handheld translators that can translate their teacher in real time. Students and families are also served through ParentSquare's translation services so they are able to connect with teachers, school information, newsletters, and more. They are able to choose their home language and all information passed through it automatically translates. Students have 1:1 chromebooks through a classroom cart on which they can use Google translate for documents, websites, and assignments. Students can also change the language on their computer while working on it. AoA actively ensures the necessary supports are provided so that non-English speakers can participate fully in the AoA community.

Assurances

The Charter School shall meet all requirements of applicable federal and state law relative to equal access to the curriculum for ELs. AoA shall meet all applicable legal requirements for ELs, including long-term ELs, as they pertain to initial identification, placement and services, progress monitoring, and annual notification to parents, teacher qualifications and training, classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements.

English Learner Advisory Committee

AoA will maintain an English Learner Advisory Committee (“ELAC”). The ELAC meets quarterly. Anyone in the school community can attend the meetings, but only ELAC members can vote. Parents or guardians of English learners make up the same percentage (or more) of the ELAC membership as their children represent the student body. Parents and guardians of English learners elect the parent members of ELAC. The ELAC monitors and supports the progress of English Learners at AoA. AoA has an intentional focus on providing quality programming for English Learners. The ELAC will monitor student language surveys and assessment outcomes, the Charter School’s annual language census, and English Learner student enrollment. The ELAC is responsible for conducting a needs assessment, and making recommendations to the School Data Group as to how to strengthen the English Learner program and ensure English Learners are making progress toward reaching English proficiency. This includes resource allocation.

Identification

In order to identify ELs, AoA administers a home language survey (“HLS”) upon a student’s initial enrollment in a California public school. Enrollment occurs after admission to the Charter School so AoA is only requesting this information from students and families who have been offered enrollment at AoA. The HLS is completed by families as part of the process of enrolling.

Home Language Survey questions:

1. What language did your child first learn to speak?
2. What language does your child use the most at home?
3. What language do you use most frequently to speak to your child?
4. What is the language most often spoken by adults in the home?

AoA staff review the results of the HLS to determine a student status either as follows:

1. English Only (“EO”). If the answers to the first four questions on the HLS are “English” the student will be categorized as English Only; or
2. To Be Determined (“TBD”) If the answers to any of the first three questions on the HLS indicate a language other than English, or a combination of English and another language. From this data, the student will be assessed to measure his/her level of English proficiency.

Parents may amend their response to the HLS at any time. If the student has already been administered the ELPAC Initial Assessment (“IA”), changes to the HLS will not affect the student’s official language classification. If the parent amends the HLS prior to the IA administration, AoA will honor the changes made.

If a student transfers to AoA from another school, staff will contact the previous school for student records and check the student language status on the California Longitudinal Pupil Achievement Data System (“CALPADS”). In reviewing both sources, AoA will follow state protocol in notifying parents and coordinating for students to take the appropriate state assessments.

Parent Notification and Involvement

Once the ELPAC results have been received by the Charter School, all parents are notified of their child’s scores within four school weeks of receipt by the Charter School. Parents or guardians will be informed of their rights, and they will be encouraged to participate in the reclassification process as appropriate.

English Language Proficiency Assessment

All students who indicate on the HLS that their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the HLS. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results. It measures how well the student is progressing with English

development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC IA and SA are assessments administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and 1st grade, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1 – June 30). Any student whose primary language is other than English, as determined by the HLS, and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English Language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1 – May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Local Assessments and Monitoring

In addition to the ELPAC, AoA incorporates additional assessments and monitors the progress of ELs throughout the year. When creating classroom assessment tools, ELD standards are incorporated whenever possible. Staff monitor EL student progress in language arts using school wide assessments, such as Star. During applicable professional development time, EL status and appropriate support are discussed.

Instructional Strategies

Through AoA's emphasis on multiple pathways to success and flexible support, AoA's academic program is ideally suited to meeting the needs of English Learners. Although it is essential to meet different students who are ELs at their present levels and to provide specialized instruction, there are overarching principles that can be applied to meeting the needs of all English Learners. An essential element of any program designed to meet the needs of English Learners is that it is flexible and addresses the factors that distinguish ELs from one another. These include linguistic differences, proficiency in home language, poverty, the number of languages spoken at home or that students are exposed to, and generation (native born children of immigrant families). These principles guide the design of AoA's EL program and form the core of AoA's approach. Educational programs at AoA are responsive to specific needs of ELs and in compliance with all applicable state and federal guidelines.

All EL students are integrated into the regular classroom setting, and AoA incorporates a Structured English Immersion ("SEI") approach as a method of implementing integrated ELD. Effective language acquisition and literacy practices are embedded into instruction along with opportunities to pull out students at strategic times throughout the week, based on students' level of need. AoA believes research-based instructional strategies designed for ELs are sound strategies for all learners (similarly to strategies for students with IEPs) and thus incorporate them into the daily instruction. Teachers use the Sheltered Instruction Observation Protocol ("SIOP") as a basic instructional framework to design and evaluate three components of every lesson: (1) preparation, (2) instruction, and (3) review/assessment. SIOP organizes quality instruction into eight areas of concentration designed to especially support EL students' success daily. These areas include: preparation, building background knowledge, comprehensive input, strategies, interaction, practice and application, lesson delivery, and review and assessment. The Instructional Coach and EL Coordinator facilitate ongoing professional development in order to continually improve teacher pedagogy in research-based best practices including:

Scaffolding

There exists a need for consistent daily instruction that addresses both the language and academic needs of English Learners. AoA uses the following elements to differentiate instruction and incorporate scaffolds: modeling, bridging, contextualization, schema building, metacognitive development, text representation, and primary language support.

Literacy Support Designed for EL Students

All EL students will have access to a rigorous and relevant education program and opportunities for ELD instruction depending on their levels as measured through multiple measures including but not limited to the ELPAC and CAASPP.

ELD instruction is linked to the core curriculum across subjects and is content-based at all proficiency levels. Instructional materials are focused on communicative competence and academic achievement. Listening, speaking, reading, and writing skills are emphasized in all content areas. Integrated ELD instruction offers opportunities to extend language skills through critical thinking, problem solving, expressing ideas collaboratively, and developing conclusions based upon reason and evidence.

AoA integrates scaffolding techniques such as translated resources, language development tools, graphic organizers, visual aides, and multimedia content, to assist ELs in accessing curriculum materials and participating fully in classroom activities.

To support the specific needs of individuals, literacy instruction is often delivered in flexible group settings based on students' demonstrated language needs. These small group lessons include specific vocabulary support and instruction, phonological awareness, decoding support, writing instruction and oral language skills. Additionally, EL students have access to appropriately leveled texts in ELA and specific vocabulary instruction is incorporated into all lessons.

SummitK12

The Academy of Alameda uses SummitK12 to support English Learners. The Charter School's personalized approach allows instruction to be tailored to meet the unique needs of each student. This programming works in conjunction with tutorial time and is integrated into an elective course to provide access to language support and allow for students to participate in an elective. The programs are supported by a classroom teacher and monitored throughout the school year. SummitK12 provides a range of resources and features specifically designed to support EL students. Additionally, the platform offers opportunities for language practice and reinforcement through interactive exercises, discussions, and project-based learning.

ELs are often paired with a student fluent in the same native language so they can support each other with understanding assignments and having content-based conversations.

Designated ELD

AoA will educate English Learners through both integrated ELD (described above) and designated ELD in response to students' assessed language needs. This is in alignment with the principles of the California English Learner Roadmap. Students will have opportunities to develop the English language while they build content knowledge.

In Designated ELD English Learners have protected time during the school day for designated ELD instruction in speaking, listening, reading and writing with the ELD standards at the center. Lessons have a specific language goal and students have many opportunities to communicate using the forms and functions of English.

Reclassification Process

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Depending on multiple measures, including but not limited to ELPAC levels, students will be provided access to content and strategies to support the goal of exiting EL classification as soon as possible to achieve RFEP status. Parents or guardians will be informed of their rights and they will be encouraged to participate in the reclassification process as appropriate.

The Charter School is responsible for reclassification. EL students who score above the established cut-off on the ELPAC, and who meet additional reclassification criteria as specified in AoA's Board-approved reclassification policy, may be reclassified from EL status and be considered English proficient. The cutoff for the ELPAC is scoring level four (4) and the additional criteria includes: CAASPP ELA scores, Star ELA scores, oral evaluation, teacher feedback and parent input. If reclassification criteria is met, a letter is sent home to the family explaining the process and requesting their signature of approval so that the student may be redesignated as fluent English proficient.

Once ELs are reclassified, per AoA's criteria, they are RFEP. After a student is RFEP, they no longer take the ELPAC; however, their progress continues to be monitored for at least four years.

Monitoring and Evaluation of Program Effectiveness

AoA evaluates the effectiveness of its education program for ELs by monitoring:

- The number of EL students attending the Charter School, reporting this to the District and the state.
- Teacher qualifications.
- Student identification and placement.
- Availability of adequate resources.
- Emerging bilingual students' performance on multiple measures including ELPAC, CAASPP and Star Reading and Math.

All intervention support for EL students are immediate, timely, and subject to ongoing progress monitoring. A supplemental period of EL support may be available through the after school program, as the capacity of the Charter School, and thus the need for such programming, increases.

Plan for Students with Disabilities

AoA recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment. AoA ensures that a free and appropriate education is provided to all students with exceptional needs. AoA complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to the IDEA, Section 504, the ADA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

AoA is its own Local Educational Agency ("LEA") for purposes of special education, and is a member of the Sonoma County Charter Special Education Local Plan Area ("SELPA") in

conformity with Education Code Section 47641(a). A change in LEA status or SELPA membership shall not require a material revision of this Petition. AoA complies with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and utilizes appropriate SELPA forms. AoA may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. AoA may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

AoA is solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by AoA are accessible for all students with disabilities.

Services For Students Under The “IDEA”

AoA provides special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

AoA provides services for special education students enrolled in AoA. AoA follows SELPA policies and procedures and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

AoA agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to students, staff, facilities, equipment and records as required or imposed by law.

Structures and Services

Per Federal Law, all students with disabilities are fully integrated into the programs of AoA, with the necessary materials, services, and equipment to support their learning. The Charter School ensures any student with a disability that impacts their access to the curriculum who is attending AoA is properly identified, assessed and provided with necessary services and support.

AoA meets all the requirements mandated within a student’s IEP. The Charter School seeks to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student's needs as documented on the IEP require a program other than inclusion, the Charter School works with the SELPA to provide an appropriate placement and services.

AoA makes time and facilities available to meet the needs of the student's IEP. AoA actively participates in all aspects of the IEP to enable the student to be successful, including the appropriate individual support schedule and classroom accommodations, strategies, and techniques. The Charter School makes available student's work products for analysis and evaluation of progress at a minimum of three times per year and the Charter School participates in the IEP reviews facilitated by AoA's IEP team, where applicable (or at a minimum of an annual basis).

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to AoA. The Charter School encourages open communication between parents/guardians and the IEP team for any items related to special education services. Students at AoA who have IEPs will continue to attend the Charter School, unless the IEP recommends an alternate placement, which AoA will be responsible for providing.

In order to comply with Child Find requirements as specified by law, AoA has established a referral and assessment process that brings together the parent/guardian, student, and Charter School personnel to address any problems that interfere with a student's success at the Charter School. This process will entail search and serve, a referral to the Charter School's COST, SDG, assessment and IEP review.

Search and Serve

Upon the commencement of AoA's school year, all students are evaluated as a means of class placement. No assessment or evaluation are used for admission purposes. Through collaboration between the faculty, the Principal, and the SPED Coordinator, AoA works to identify any students who do not currently have an IEP but may be in need of a pre-referral intervention plan. AoA employs a COST that is composed of counselors and faculty members.

Students possibly in need of special education can be screened from already available data (i.e. school tests, teacher observations, parent observations, grades, etc.) regarding the student's progress or lack of progress within the general program.

Students who are receiving interventions, and are not demonstrating adequate progress, will be discussed in the COST Team meeting where appropriate interventions will be determined as well as a plan of action. If the team does not see adequate progress after a 6-8 week intervention cycle, an SDG meeting will be called to discuss further interventions, or next steps. The SDG includes the student's parent/guardian, teachers, an administrator and any relevant support staff. The SDG process is designed to identify student strengths, discuss areas of concern, and explore alternate intervention ideas to increase student success. At the end of the SDG meeting, an action

plan is implemented and a designated time period for monitoring student progress is agreed upon. A follow-up SDG may be held to determine the effectiveness of the support plan. Students who do not demonstrate adequate progress despite support put in place by the SDG may be referred for a special education or 504 evaluation.

Interim and Initial Placements of New Charter School Students

AoA complies with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in AoA from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, AoA provides the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time AoA will adopt the previously approved IEP or develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into AoA from a district operated program under the same special education local plan area of AoA within the same academic year, AoA will continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and AoA agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to AoA with an IEP from outside of California during the same academic year, AoA will provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until AoA conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by AoA, and develops a new IEP, if appropriate, that is consistent with federal and state law.

Referral for Assessment

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. AoA's internal method for referral for assessment is the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals are responded to in writing by AoA within 15 calendar days, not including summer and winter breaks. Parents are informed that special education and related services are provided at no cost to them.

If AoA concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 calendar days. The parent will be given at least 15 calendar days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an IEP meeting held within 60 calendar days of receipt of the parent's written consent for assessment. If AoA deems an assessment is not appropriate, the Charter School will provide parents with a letter of prior written notice within calendar 15 days from the parent referral for assessment notifying them the reasons why the Charter School does not deem it appropriate to move forward with an assessment. As with Special Education referrals, the timelines above do not include summer and winter breaks.

Assessment

Information is gathered by qualified members of the IEP team and used to determine the student's disability, eligibility for services, and the nature and extent of required services. Assessment procedures are conducted in the student's primary language, and an interpreter will be provided if needed. The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. AoA determines what assessments, if any, are necessary and arranges for such assessments for referred or eligible students in accordance with applicable law. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but are not limited to:

- Individual testing
- Observations
- Interviews
- Review of records, reports, and work samples
- Parent input
- Behavioral data collection

AoA follows the assessment guidelines outlined below:

- Parents or guardians of any student referred for assessment must give their written consent for the Charter School to administer the assessment.
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.
- The student must be evaluated in all areas related to his/her suspected disability.
- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually

administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist.

- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory.
- All efforts are made to assess students in their primary language, and a qualified interpreter will be provided if needed.
- Assessment tools are used for purposes for which the assessments or measures are valid and reliable.
- Assessments are adapted as necessary for students with impaired sensory, physical or speaking skills.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. AoA is responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results present the assessment data at the IEP meeting. Parents are provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development and Implementation of IEP

Every student who is assessed by the Charter School will have an IEP that documents assessment results and eligibility determination for special education services.

AoA ensures all aspects of the IEP and school site implementation are maintained. AoA provides modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the Charter School who have IEPs are served in the Least Restrictive Environment ("LRE").

Each student with an IEP has a team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services provided to a student with a disability are made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed.
- The student, if appropriate.
- The student's special education teacher.
- A general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment.
- The Principal, Director of Special Education, and/or a designee of AoA with appropriate administrative authority as required by the IDEA.

- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results.
- Other qualified staff who may be part of the child's support team (e.g. therapist, psychologist, counselor)

AoA arranges for the attendance or participation of all other necessary staff that may include, but are not limited to, other representatives of AoA who are knowledgeable about the regular education program at AoA and/or about the student, a speech therapist, occupational therapist, psychologist, resource specialist, and behavior specialist; and document the IEP meeting and provide notice of parental rights.

AoA views the parent or guardian as a key stakeholder in these meetings and makes every effort to accommodate parents' schedules and needs so they will be able to participate effectively on the IEP team. The Charter School provides an interpreter if necessary to ensure all students and parents (and/or guardians) understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the Charter School ensures parent participation using other methods, such as conferencing by telephone or meeting at the parent's home. A copy of the IEP is given to the parent in accordance with state laws.

Upon the parent or guardian's written consent, the IEP will be implemented by AoA. The IEP includes all required components and is written on SELPA forms. The student's IEP includes the following:

- A statement of the student's present levels of academic achievement and functional performance.
- Parent/guardian concerns and how the Charter School is addressing the student's needs
- The rationale for placement decisions.
- The services the student will receive and the means for delivering those services.
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered.
- Measurable annual goals focusing on the student's current level of performance.
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided.
- Accommodations or modifications needed to ensure a student's access to the curriculum.
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments.

AoA understands the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education is the decision of the IEP team, pursuant to the IEP process. Programs, services and placements are provided to all eligible students of AoA in

accordance with the policies, procedures and requirements of the SELPA and State and Federal law. IEP meetings are held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress and eligibility
- After the student has received a formal assessment or reassessment
- When a member of the IEP team feels that the student has demonstrated significant educational growth or a lack of anticipated progress
- Per parent request (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request)
- When an Individual Transition Plan ("ITP") is required at the appropriate age
- When AoA seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

IEP Implementation and Review

The Academy of Alameda is responsible for school site implementation of the IEP. The IEP team formally reviews the student's IEP at least once per year to determine how the IEP is meeting the student's needs. In accordance with IDEA regulations, the IEP team also conducts a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a review of the IEP by the IEP team at any time during the year via written notice to the Charter School. Once the request is received, AoA has thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Unless otherwise specified on the student's IEP, parents are informed at least three times per year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP is an attachment to the general progress report. This serves to document the method by which the student's progress toward achieving her/his annual goals is measured, the student's progress during the relevant period, the extent to which it is anticipated that students will achieve the annual goal prior to the next annual review, and where needed, the rationale for the student not meet their goals.

AoA is also responsible for providing all curriculum, classroom materials, classroom accommodations and assistive technology.

Staffing

AoA is committed to assuring all IEPs are properly implemented and all students requiring services receive identified services. To that end, all special education services at AoA are delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. Staff participate in SELPA in-service training relating to special education. AoA is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. AoA ensures all special education staff hired or contracted by AoA are qualified pursuant to SELPA policies, as well as meet all legal requirements.

AoA currently has four full-time teachers who possess Special Education Credentials. These teachers, along with the School Psychologist, Speech and Language Pathologist, Director of Special Education, Principal, Mental Health Clinician, and School Counselors will be the primary staff members tasked with assuring that all aspects of the IEP and any possible 504 plans are properly implemented. All teaching staff at AoA are involved in assuring that all IEPs and 504 plans are properly implemented.

AoA currently employs four full time teachers with Special Education credentials whose duties include:

- Ensuring all aspects of the IEP are followed
- Arranging for a general education teacher of the student to attend the team meetings, provided the student is in a general education setting
- Communicating with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights
- Completing the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP
- Maintaining a central file with all special education evaluation material and IEPs in accordance with FERPA and IDEA guidelines
- Providing a report of student progress on the same schedule as students in general education. In addition to the above special education staff, AoA is also responsible for the hiring, training, and employment of itinerant staff or contract with service providers, when appropriate, to ensure all related services are delivered in accordance with student IEPs, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Reporting

AoA collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners
- The number of students provided with test accommodations and the types and the number of students exempted from school-wide assessments
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting are the responsibility of AoA's Director of Special Education. The Director of Special Education will ensure a central file with all special education evaluation material and IEPs is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Director of Special Education will oversee access to these records, and will be responsible for ensuring all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

Procedural Safeguards

Parents or guardians of students with IEPs at AoA must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP. Any concerns or disagreements raised by parents are acknowledged by the Charter School within five days, after which a meeting between the parent and Charter School will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child. The Charter School provides the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. AoA utilizes the Notice of Procedural Safeguards used by the SELPA in which it is a member.

Non-Public Placements/Non-Public Agencies

AoA is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-Discrimination

All children have access to enroll in The Academy of Alameda and no student is denied admission to attend AoA based on the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services.

Parent/Guardian Concerns and Complaints

AoA has adopted policies for responding to parental concerns or complaints related to special education services. AoA receives any concerns raised by parents/guardians regarding related services and rights. Parents or guardians have the right to file a complaint with the California Department of Education if they believe that the Charter School has violated federal or state laws or regulations governing special education.

AoA's designated representative investigates as necessary, responds to, and addresses the parent/guardian concern or complaint.

Due Process Hearings

AoA may initiate a due process hearing or request for mediation with respect to a student enrolled in AoA if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, AoA shall defend the case in consultation with the SELPA and AoA's legal counsel.

SELPA Representation

AoA understands it will represent itself at all SELPA meetings.

Funding

AoA understands it will be subject to the allocation plan of the SELPA.

Special Education Strategies for Instruction and Services

AoA complies with the federal mandate of the “least restrictive environment,” meaning the Charter School makes every attempt to educate special education students along with their non-disabled peers. AoA offers a comprehensive inclusion program and mainstreams all of its students with disabilities in the general education setting as much as is appropriate according to each individual IEP. Each student’s IEP requires different modifications for instruction and services, therefore the educational strategies of the IEP are built around the student’s needs and how they are addressed within the general educational program of the Charter School. The instruction outlined in each student’s IEP is delivered by qualified personnel.

Professional Development

The Principal, Director of Special Education, regular and special education teaching staff, as well as other appropriate faculty and staff members attend professional development and/or training meetings as necessary to comply with state and federal special education laws, including those sponsored by the SELPA. AoA also seeks professional development opportunities for its staff through potential trainings facilitated by the SELPA, the County Office of Education, colleges and universities, and private companies or agencies.

Section 504 of the Rehabilitation Act

AoA is solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the Charter School are accessible for all students with disabilities in accordance with the ADA.

AoA recognizes its legal responsibility to ensure no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of AoA. Any student who has an objectively identified disability, which substantially limits a major life activity including, but not limited to, learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Special Education Coordinator (who also oversees 504 plans) or designee and shall include the parent/guardian, the student (if appropriate), a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team reviews the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student

has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504.

The student evaluation is carried out by the 504 team which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation includes consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation: tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team is responsible for determining what, if any, accommodations or services are needed to ensure the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team considers all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan describes the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, have a copy of each student's 504 Plan. A copy of the 504 Plan will be maintained in the student's file. Each student's 504 Plan is reviewed at least once every two years to determine the appropriateness of the 504 Plan, needed modifications and continued eligibility. Annual 504 meetings are held for all students eligible for a 504 plan if requested by their family.

Master Schedule: Organizing Time to Meet the Needs of Students

The Master Schedule of AoA reflects the commitment elucidated in the mission, vision and program components. It is a flexible schedule that allows for a differentiated program, based upon individual student needs. The entire day on the campus of AoA is intended to support

student development, maximize student learning, and promote responsible student participation in the Charter School and beyond.

Key components of the Master Schedule for the Middle School Program include:

- Technology, Music, and Art available for all middle school students
- Comprehensive Physical Education program
- Rotating schedule so students face different courses at different times of day during the week so that optimal learning time (morning) is available for each course
- Tutorial Period three times a week
- Weekly Advisory that delves into SEL, Restorative Justice, and any topic that can support our well-rounded students
- Monthly School Assemblies

The Elementary School Program’s instructional day provides ample time for ELA, Math, and instruction in Science and Social Science. Additionally, the ELA block and the period for Enrichment/Intervention allow for flexible groupings and for the delivery of support services.

Instructional Minutes, Days

Annual instructional minutes at AoA will exceed the number set forth in Education Code Section 47612.5. This code requires:

- 36,000 minutes for TK and kindergarten students
- 50,400 minutes for students in grades 1-3
- 54,000 minutes for students in grades 4-8

Currently at AoA, as shown in the table below, students who attend AoA for ten full years (TK-8th grade) will receive far more instructional minutes over that time frame compared to what is required by the state. In those ten years, under the current bell schedule, a student would receive over 80,000 instructional minutes beyond what is required - a total equivalent to well more than a full additional year of instruction.

Instructional Minutes at AoA by Grade Level

	2023-24	Required Minutes	Difference
Instructional Minutes (TK and K)	55,845	36,000	19,845 x 2
Instructional Minutes (Grades 1-3)	55,845	50,400	5,445 x 3
Instructional Minutes (Grades 4-5)	55,845	54,000	1,845 x 2
Instructional Minutes (Grades 6-8)	61,630	54,000	7,630 x 3

The AoA Family Handbook provided in the appendix includes bell schedules for each grade level at AoA.

Annual instructional days at AoA will also exceed the number set forth in Title 5, California Code of Regulations Section 11960. This section requires 175 instructional days annually for charter schools; AoA currently offers 180 instructional days. The academic calendar is included in the appendix within the handbooks provided.

Social-Emotional Support

The Academy of Alameda's program reflects its strong belief in continually supporting the social emotional development of its students. AoA's social-emotional program acknowledges that, much like with their academics, students come to the school with widely varying social-emotional needs. As a result, it is important to provide multiple levels of support depending upon students' needs. As with the academic program, social-emotional support at AoA is tiered into three levels. The tier one program is intentionally designed to build students' social emotional well being in and out of the classroom. In the classroom, teachers utilize restorative talk and other practices, including circles, to create an emotionally safe space where students build relationships with their classmates and the teacher, and reflect on aspects of their learning including incorporating strategies and the mindset to help them improve both academically and behaviorally. The tier one program also incorporates an advisory period once per week to support students' development of non-cognitive skills at the middle school level, and social emotional curriculum is integrated into the curriculum and special designated times are provided (similar to advisory periods at the middle school level) at each grade level in the elementary school program to provide focused lessons that build students' social emotional capacity.

Elementary School Program

AoA's elementary grades adopted RULER - a systemic approach to Social Emotional Learning, developed at the Center for Emotional Intelligence at Yale University. RULER is an acronym for the five skills of emotional intelligence: Recognizing, Understanding, Labeling, Expressing, and Regulating. The program aims to infuse the principles of emotional intelligence into the "immune system" of TK through 5th grade schools, informing how leaders lead, teachers teach, students learn, and families support students. One of the main reasons AoA adopted the RULER approach was due to the ongoing training provided to the TK-5 SEL team, which in turn trains teachers and instructional assistants to implement it effectively at the classroom (and family) level.

Middle School Program

AoA's middle school grades adopted the advisory curriculum Project Wayfinder, a research-based social emotional program developed collaboratively between Wayfinder and the Stanford Institute of Design. While the program is comprehensive and addresses a wide range of social emotional building blocks, its main purpose is to help develop each student's sense of meaning, purpose, and belonging - all powerful components of students current and future academic and social emotional success. While SEL has always been a critical part of the TK-8 program, AoA will further integrate SEL into all aspects of students' learning.

Behavioral Expectations

A comprehensive set of school-wide behavioral expectations have been developed that address expected behavior in different areas of the campus, including in the classroom and in the hallways. These expectations are taught by our Deans of Students at the beginning of the school year, and reinforced by our teachers, administrators, and staff. Like common practices in academic instruction, common expectations regarding behavior empower students to know exactly what is expected of them in different situations. AoA believes clear behavioral expectations are a critical component to creating an environment that is both physically and emotionally safe and conducive to student learning.

Restorative Practices

Restorative Practices is an approach that offers both proactive and responsive strategies for strengthening relationships. Restorative Practices offers a means to develop relationships that are essential to building community so that conflict is lessened. When conflict does arise, Restorative Practices help build the skills needed to manage conflict and behavior, meet the needs of all impacted, and restore relationships.

While AoA has always had a restorative approach to discipline (it used to be called discipline with dignity), AoA has adopted a more formal restorative practices program. This decision was motivated by AoA's strong desire, in general, to reduce the number of referrals and suspensions assigned to students, and specifically to reduce the disproportionality of consequences given to African American and Latino students in comparison to other numerically significant subgroups.

In the classroom, all teachers use classroom circles to build community and address behaviors that have impacted their classroom communities. Prior to the start of each school year, teachers receive training on best practices around community circles and they discuss and share strategies that have successfully worked for them. AoA regards this work as paramount to creating a safe and effective classroom learning environment. AoA's two Restorative Justice Coordinators are specifically trained to implement restorative practices, both proactively and responsively, when

students have harmed someone in the community. In addition to using conflict mediation strategies, the coordinators often use a formal process that involves students, staff and occasionally families to restore relationships. AoA has also adopted a much more proactive approach to reduce the number and significance of harmful and/or disrespectful behaviors. AoA does this by building relationships with students who have experienced behavioral challenges or who demonstrate at-risk behaviors. AoA holds weekly restorative meetings that include the Principal and Director of Special Education as well as members of the COST Team.

AoA has adopted a Restorative Justice Framework to codify consequences for behaviors that are below AoA's standards. The adoption and ongoing use of that framework has been instrumental in assigning more consistent and thus equitable consequences for harmful behaviors.

Relationships

A central belief held by the entire AoA staff is that students are more successful - academically, behaviorally and socially - when they have strong relationships with and between staff and their peers. That belief is so critical that AoA includes it as a priority goal in the LCAP. AoA facilitates building relationships within classes by utilizing class circles in students' courses, including advisory. Students work in group or team settings in all of their classes. Teachers use protocols that encourage students to engage with one another in formal and informal ways. Student assemblies also have a relational focus as students engage in fun competitions that emphasize team building, as well as celebrating student positive character. In addition, AoA's ongoing professional development centered on developing the staff's cultural competence has developed their ability to work even more closely with students who come from different backgrounds than their own. Finally, AoA's efforts to create safe classrooms, where mistakes and different opinions are celebrated, cultivates closer relationships as students feel safe to engage with each other - even if they share different perspectives.

AoA also believes it is important to recognize students' achievement in its many forms. Students need to feel that their hard work, both academically and socially, is recognized. To this end, student success is recognized in many ways including:

- Academic achievement celebrations
- Student performances in music concerts, plays, athletics etc.
- Olympian of the Month Awards where students are celebrated (after being selected by teachers) during assemblies for the level of effort that they put into their commitment to being an exemplary student and person on campus.

Family and Local Community Engagement:

AoA is committed to engagement not only of the students who are enrolled in the Charter School, but the families each student represents and the communities in which the students live. AoA seeks to meet the needs of and ask for participation from students, families and the community so that AoA may become a vibrant place where mutual assistance is given and received.

Counseling Program

The Academy of Alameda's staff recognizes students come to the Charter School with multi-faceted social-emotional needs, and the Charter School continues to develop an increasingly dynamic counseling program to support all students. In addition to having a full-time, on-site school counselor and school psychologist, AoA has partnered with local universities to provide counseling and school psychology interns. AoA also has a full time licensed clinical social worker through a partnership with the County of Alameda's Behavioral Health Care Services, and A Better Way, Inc., a San Francisco Bay Area nonprofit that provides counseling services to students and families who qualify for full scope Medicare. Finally, The Academy of Alameda has an ERHMS counselor who provides additional social emotional support for students with high needs.

Professional Development

The ongoing development of AoA's staff and Board is critical to the goal of supporting all students to be successful at high levels. Paramount to that success is the creation of a yearly professional development plan that gives employees a level of choice in their development and is directly aligned to students' needs. A significant amount of resources is directed annually to ensure AoA's staff is continually exposed to, and incorporating, the latest research and best practices to positively impact their instruction and, ultimately, to improve student learning.

Time Allocated for Professional Development

AoA believes excellence in teaching is the root of student success, and professional development therefore warrants a substantial investment of both time and money. Teachers at AoA have 10-15 full days of professional development per year. Teachers are also released early every Wednesday to meet as a staff and to engage in collaborative work with teacher teams. These meetings focus on identifying and improving upon school-wide areas of challenge and on ensuring equity and alignment across grade levels and classrooms. In addition, teachers are given significant time during the week, including common preparation periods with their discipline team, to work with Academic Deans and with other teachers and administrators. To ensure the time is used efficiently, agendas, protocols, and co-facilitation are used.

Early Release Wednesdays

Every Wednesday, the schedule is modified to support Professional Learning Communities (“PLC”) via staff meetings, and professional development for school staff. Currently students in grades TK-5 will be released at 1:10 p.m. each Wednesday and students in grades 6-8 will be released at 1:30 p.m. The after-school program available to all students runs from the time school ends, no matter the schedule, until 6:30 p.m. daily.

Teacher Team Professional Development

In addition to the time devoted to supporting individual teachers’ growth in specific areas, AoA continually builds teachers’ ability to work in high-performing collaborative teams. Specific areas of professional development include instructional planning, the development of intellectually and emotionally engaging lessons and units, social emotional learning strategies, culturally responsive pedagogy methods, and sound classroom management practices. Teachers have the opportunity to learn from each other by participating in reciprocal observations and critical friends partnerships and by engaging in unit and lesson planning workshops with other teachers and Academic Deans.

Individual Teacher Professional Development

Decades of research have shown the most significant factor impacting a student’s in-school learning is her/his teacher’s level of effectiveness. One of the factors that sets AoA apart from other schools is its single-minded devotion to continually developing individual teachers’ capacity and expertise in their practice. While working with others and attending learning opportunities such as workshops and conferences contributes substantially to teacher expertise, a significant part of a teachers’ growth derives from individual reflection and assessment. Trying new strategies, reflecting on the results and experiences, reviewing data, and then adjusting instruction appropriately are key components of AoA’s professional development process. AoA’s Executive Director, Principal and members of the teacher development team act as partners in each teacher’s learning to ensure that this process is timely and effective. In many instances teachers often work in an isolated environment, but teachers at AoA are observed regularly throughout the year by administrators and Academic Deans so the development team can work collaboratively on co-constructed areas of instructional focus. In addition to regular informal and formal observations, teachers who are new to the teaching profession and/or new to AoA initially receive weekly coaching cycles consisting of observations and debriefs with Academic Deans. As teachers demonstrate proficiency and growth with areas of instructional focus, coaching cycles are phased out or reduced. This development process is approached as a means of self-empowerment and support.

Classified Staff Professional Development

In addition to the ongoing professional development of teachers, AoA continually develops its support staff, including front office personnel. Effective teaching in the classroom is heightened when schools have an equally competent support staff. Therefore, AoA develops the capacity of the classified team by having them cross-train and attend conferences and workshops including the annual California Charter Schools Association (“CCSA”) conference. AoA has developed a classified staff development rubric that is similar to the teacher development rubric so support staff can focus on specific areas of their practice and ongoing growth can be measured.

Organizational Leadership Team Professional Development

It is essential that administrators also continually develop both individually and as members of the Organizational Leadership Team (“OLT”). On an ongoing basis, the Executive Director and other members of the OLT attend workshops and conferences. Each OLT member also has an outside coach available to them in order to support their development as a leader.

Charter School Goals and Actions to Achieve the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School’s annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School’s Local Control and Accountability Plan (“LCAP”). Each of these goals addresses the unique needs of all students attending the Charter School, including numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure these specific subgroups are making satisfactory progress and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is available on the Charter School’s website and in Appendix 2 + 3. The Charter School shall use the LCAP template adopted by the State Board of Education. The Academy of Alameda reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. AoA shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by The Academy of Alameda at the school site.

Elements 2 and 3: MEASURABLE PUPIL OUTCOMES AND METHODS OF MEASURING PUPIL OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” – Ed. Code § 47605(c)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – Ed. Code § 47605(c)(5)(C)

Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of section 52060, that apply for the grade levels served, or the nature of the program operated, by the Charter School. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Additional Measurable Pupil Outcomes

Beyond the goals listed in AoA’s LCAP for increasing student achievement, the 2024-25 AoA LCAP includes additional measurable pupil outcomes. The specific baselines and targets for Year 3 Outcomes can be found in the LCAP, located in the appendix. These additional measurable pupil outcomes include: attendance rate; chronic absenteeism rate; suspension rate, expulsion rate, middle school dropout rate, student survey results measuring the percentage of students who respond favorably to questions about school safety, climate and students’ sense of belonging.

Application of Education Code section 47607.3

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- Depending on circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the Charter School using an evaluation rubric adopted by the State Board.
- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the Charter School.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

The Academy of Alameda’s Measurable Student Outcomes and Methods of Measurement

The program vision for AoA is ambitious because the Charter School believes all students are capable of high academic achievement. AoA founders are in agreement with Michael Fullan who states, “We will see greater advancement in student achievement in the next decade than in the previous three combined.” Successful methods for raising student achievement for all students have been developed as a result of longitudinal studies from the past 30 years. The educational program of AoA is based on this proven research. The student and school-wide measurable outcomes and methods of assessment are included below.

Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School’s annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School’s LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is available on the AoA and in Appendix 2 + 3. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the Petition through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the Petition and shall be maintained by the Charter School at the school site. AoA shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled Board meeting.

Table of Assessments Used at The Academy of Alameda

Academy of Alameda Desired Outcomes	Internal Assessments	External Assessments
Proficiency in Language Arts	Teacher Observation/Interviews Progress Reports	CAASPP ELA assessment (grades 3-8) ELPAC, Renaissance Star Assessment - annual growth and Spring summative
Proficiency in Mathematics	Teacher Observation/Interviews Progress Reports	CAASPP Math assessment (grade 3-8) Renaissance Star Assessment - annual growth and Spring summative
Proficiency in Science	End-of-unit assessments Science project rubric Teacher Observation/Interviews Progress Reports	CAST (grades 5 and 8)
Proficiency in History/Social Studies	End-of-unit assessments Social Studies project rubric Teacher Observation/Interviews Progress Reports	

Development in Physical Education	Progress Reports Teacher Observation/Interviews	Physical Fitness Test (grades 5 and 7)
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Use of Data

AoA is committed to the on-going use of data to inform the program in all areas. Staff is committed to establishing frequent means of gathering student data so strategic decisions about instruction and student needs can be made.

AoA uses a variety of data measures to assess and monitor how students are performing including:

- The use of student academic data including the CAASPP, Star, classroom observations, curriculum assessments, and student progress toward mastery of content standards
- Student Surveys
- Parent/Community Surveys
- Teacher Observation
- Attendance/Truancy/Tardy Rates
- Demographic Data

Data may be used in the following ways:

- For academic intervention
- For grouping and regrouping
- To determine which students have mastered standards and are ready for “stretch” opportunities
- To guide instruction and inform teacher practice
- To guide Professional Learning Communities (“PLC”), an Action-research application
- To report out on student achievement
- To establish schoolwide goals
- To make budgetary and staffing decisions
- To guide staff development

AoA shall comply with and adhere to the state requirements for participation and administration of all state-mandated tests for the Charter School and shall include but not be limited to:

- California Assessment of Student Performance and Progress

- Physical Fitness Test (5th and 7th Grade)
- English Language Proficiency Assessments for California
- California Science Test (CAST, 5th and 8th grades)

Middle School Transition Plan

The move from elementary to middle school is an important event in the lives of students and their families. AoA has designed, and will regularly revisit, a process that ensures exiting fifth graders are academically and socially prepared for middle school. This is a major school-life event and, without guidance, they may arrive at middle school anxious and unprepared. Sixth-grade teachers know, and can share, exactly what happens when students arrive ill-prepared. Students need more than academic preparation.

AoA wants its 5th graders to enter 6th grade feeling confident in themselves, their skills, and their goals. With this in mind, AoA uses the following, as well as other strategies, to inform students and parents, and help facilitate smooth transitions:

- Participation in area schools' transitional programs.
- Encourage communication and collaboration between 5th and 6th grade teachers.
- Promote and arrange site visits and guided tours of their campus for both current and prospective AoA families.
- Inform parents about the option of continuing with AOA's middle school program.
- Establish orientations for new 6th graders and new-to-AoA families.

High School Transition Plan

The move from middle school to high school is a major event in the lives of students and their families. AoA's mission is to prepare students for success in high school and beyond once they are promoted from AoA and step onto the campus of any high school beginning in their ninth grade year. To that end, the academic and social emotional programs are designed to empower students with the content, knowledge, confidence, mindset, and personal qualities with that goal in mind.

Beginning in the 8th grade year (7th grade families are also invited) AoA holds several "preparation for high school" meetings by reviewing high school options, A-G requirements, honors and AP options, and the importance of building strong skills and content knowledge in the middle school years, as well as the personal qualities, and relational skills that contribute to success in high school and beyond. In the Spring, AoA meets with eighth grade students and

families and representatives from Encinal High School, and other high schools as needed, to register students and to learn more about specific high school options.

Element 4: GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” – Ed. Code § 47605(c)(5)(D)

Operation by or as a Nonprofit Public Benefit Corporation

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School. Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the AUSD Office of Charter Schools (“AUSD”) within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 *et seq.*).

Indemnification of District

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

Governing Board Operation

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 *et seq.*); the California Public Records Act (Government Code section 6250 *et seq.*); Government Code section 1090 *et seq.*; and the Political Reform Act (Government Code section 81000 *et seq.*) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

Required Notifications to the District

Charter School shall notify AUSD in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify AUSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify AUSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

Charter School Records

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 *et seq.*, regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request under Education Code section 47604.3.

Charter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Charter School by law or charter provisions.

Charter School Ombudsperson

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, “Ombudsperson”, is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual’s name and contact information should be clearly articulated in the Charter School’s student and family handbook or distributed widely.

The Academy of Alameda Governance Structure

AoA is a directly funded independent charter school operated by The Academy of Alameda, a non-profit public benefit corporation. The Academy of Alameda Board of Directors (“Board”) oversees AoA.

Family involvement is an essential component of the education program and is actively solicited, both individually and through participation in the Family Alliance, to build a strong collaborative community focused on improving student success and building a positive school environment.

Legal Assurances

Members of the Board, administrators, managers or employees, and any other committees of the Charter School comply with applicable federal and state laws.

AoA operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and AoA. Pursuant to Education Code Section 47604(d), the District is not liable for the debts and obligations of AoA, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by AoA as long as the District has complied with all oversight responsibilities required by law.

The Board has adopted a Conflict of Interest Code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations.

Evidence of the Charter School as a Non-Profit Public Benefit Corporation

AoA is operated by The Academy of Alameda, a non-profit public benefit corporation. A copy of The Academy of Alameda's amended Articles of Incorporation, Bylaws, and Conflict of Interest Code are attached in Appendix 4.

Board of Directors

AoA is governed by The Academy of Alameda Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this Petition.

The Board is a policy-making body which oversees the fundamental operations of the Charter School. The Board is currently composed of not fewer than five (5) nor greater than fifteen (15) directors and is composed of community members with expertise in, for example but not limited to, finance, non-profit governance, fundraising, school leadership, and academic program development.

In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, AoA shall appoint an additional Director, if necessary, to ensure that the Board is maintained with an odd number of directors.

Selection and appointment processes for Board members are detailed in The Academy of Alameda Bylaws.

Board Member Qualifications

Board members shall have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, community outreach, or public relations.

Conflict of Interest

Currently, none of the persons serving on the Board are in the category of interested persons. An interested person is: (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

The Board has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, which shall be updated with any charter school specific conflict of interest laws or regulations.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this Petition or the purposes for which the Charter School was established.

Meetings

The Board of Directors of The Academy of Alameda currently meets monthly, has one to two retreats per year and operates in accordance with the Brown Act and Education Code Section 47604.1(c). The agenda for Board meetings is posted according to the Brown Act, including postings online on the AoA website. Parents, as well as any interested members of the public, are welcome to attend Board meetings and speak if desired during public comment.

Board Roles and Responsibilities

The Board of Directors is responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Approval of all budget-related and financial activities connected to the Charter School,
- Work with Executive Director in communication, negotiation and collaboration with the authorizer,
- Work with Executive Director in personnel actions,
- Hiring, disciplining up to and including termination if necessary, development, and supervision of the Executive Director,
- Evaluation of school programs,
- Participation in independent fiscal and programmatic audits,
- Long-term strategic planning, and
- Approval of bylaws, resolutions, and policies and procedures of school operation.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of AoA any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing

- Specify the entity designated
- Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation
- Require an affirmative vote of a majority of the Board members present provided that a quorum has been established

Board Member Development

The Academy of Alameda Board of Directors participates in ongoing development opportunities. Board members may attend one or more annual conferences for professional development. New Board members go through training centered on school finance and an introduction to board governance. They also learn about AoA’s strategic initiatives as well as its recent history. Ongoing development will occur annually.

Board Committees

Board committees may be established to facilitate the operational duties of the Board, in accordance with the Bylaws. The Board may also create advisory committees pursuant to the Bylaws.

School Leadership

Executive Director

The Executive Director has the authority to execute and oversee administration of the policies established by the Board. The Executive Director is selected, hired, evaluated, and, when necessary, replaced by the Board in accordance with the Board’s bylaws and any applicable employment agreement. The Executive Director’s responsibilities include management and oversight of all instruction and operations. In collaboration with the Board, the Director develops and implements board policies, administers and supervises the Charter School and its employees, supports teacher leadership, facilitates the development of educational program improvement, fosters a culture of positive, engaged learners, and serves as a strong advocate for the Charter School’s philosophy.

Parental/Family Involvement

AoA strives to have a school culture where parents and families are embraced as partners in the education of each child. The Board and administrative team all work to welcome families and inform them of opportunities to participate in the ongoing development of the Charter School

and to be active participants in the Charter School and their children's education. The Charter School's goal is to have all parents feel welcome to participate, be informed of all opportunities, and actively participate in the school community.

Strategies to ensure parents are involved at this level include:

- Invitations to attend Board meetings as they are scheduled
- Beginning to mid-year family satisfaction surveys and focus groups
- Participation on an advisory committee such as the School Data Group or PTA
- Participation in strategic planning process

Staff and Student Involvement

While AoA teachers and students will not serve as members of the Board, the Charter School provides opportunities for their involvement in the Charter School's governance. AoA teachers and students are invited to Board meetings and are provided documentation of Board actions, complete satisfaction surveys designed to measure the Charter School's effectiveness and areas for improvement, and are included or consulted by committees of the Board as appropriate. Teachers and students are also encouraged and invited to present at Board meetings in order to give the Board insight into the Charter School's educational program.

Community Involvement

The Academy of Alameda has worked with established community-based organizations in Alameda and the greater Bay Area to provide students with the opportunity to contribute to their community and ensure community participation, thus maximizing the relationships and resources available to students and families. The community-based organizations that The Academy works with include, but are not limited to:

- Girls Inc.
- Alameda Boys and Girls Club, Inc.
- Alameda Education Foundation
- All Good Living Foundation
- Meals on Wheels of Alameda

Element 5: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” – Ed. Code § 47605(c)(5)(E)

Equal Employment Opportunity and Nondiscrimination

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

Teacher Credentialing Requirements

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

Employment of Felons

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

AoA Employee Qualifications

AoA is committed to selecting a group of professionals that share the educational philosophy of the Charter School and are committed to the education of all children. All personnel must

commit to the mission and vision of the Charter School. Employees' job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the Charter School and its students. Employment at AoA is at-will, and either the employer or the employee may terminate the employment relationship at any time. AoA provides professional development opportunities to all staff that improve teaching and learning effectiveness. In addition to the week-long new teacher induction program that takes place in early August before the school year, all teachers and staff return seven to ten days prior to the first day of the school year to engage in professional development opportunities.

Assurances

In accordance with Education Code 47605(e)(1), AoA is nonsectarian in its employment practices and all other operations. AoA is a school of choice and no employee will be forced to work there. Furthermore, AoA complies with all applicable state and federal laws concerning the maintenance and disclosure of employee records.

Employees must furnish all documents establishing legal employment status.

The Charter School will comply with the provisions of ESSA as they apply to certificated and paraprofessional employees of charter schools. The Charter School will employ or retain teachers who hold the Commission on Teacher Credentialing certificates, permits, or other documents required for the teachers' certificated assignment.

General Employment Qualifications

School Leadership

Executive Director

The Executive Director role is described in Element 4 and the qualifications for the position are included below.

Qualifications for the Executive Director position include but are not limited to:

- Interested in and committed to an authentic, rigorous and engaging K-12 instructional model focused on deep learning, excited by its possibilities and believing in its promise for helping students reach their potential. Inspiring in their management style, with experience leading leaders; one who sees the possibility in all adults and is willing to devote time to coach and develop them while holding them accountable to measurable results.

- Culturally competent and a self-reflective leader who understands the effects of race, class, ethnicity, income, disability, and other issues of difference in our society and has personally worked in communities like AoA's to ensure all students have an opportunity to achieve their dreams of college and career success.
- Skilled in strategic planning, project management, and organization; able to balance a focus on big picture priorities while not losing sight of the details.
- Dynamic and versatile, able to engage a variety of individuals and speak in a clear, compelling, and authentic manner about their goals and priorities without confusing or alienating community stakeholders.

Principal

The Principal is the instructional leader and chief on-site administrator for AoA. The Principal works in collaboration with the Executive Director to ensure the Board's vision and policies are implemented at each level of the Charter School, from the front office to individual classrooms, and to ensure all students are achieving at high levels—academically, behaviorally, and socially. Achieving academic excellence requires the Principal to work collaboratively to lead and nurture all members of the Charter School staff and to communicate routinely and effectively with staff and families. Inherent in the position are the responsibilities for planning, curriculum development, co-curricular activities, resource scheduling, emergency procedures, and facility operations.

Qualifications for the Principal position include but are not limited to:

- Teaching credential
- Minimum of three years classroom teaching experience
- Strong problem analysis and problem resolution at both a strategic and functional level
- Proven leadership skills with the ability to attract, develop and inspire a team; exceptional ability to bridge and enhance cooperative working relationships
- Educational vision for and experience with low-income and/or minority children, demonstrated ability in program design and/or development, entrepreneurial ability, and interest and commitment to educational reform

Director of Operations

The Director of Operations is the non-instructional leader of the Charter School. The Director of Operations oversees attendance (state reporting), state testing, enrollment, leases and contracts, District level facilities (improvements and maintenance), mandated health screenings, school safety plans, and risk management. The Director of Operations will also support key compliance

projects including those related to state and federal funding, and manage operations team members.

Qualifications for the Director of Operations position include but are not limited to:

- Three to five years of experience in operations leadership and/or prior school operations experience
- Prior experience in project management and people management
- Past leadership team experience
- Three to five years of experience with data analysis/management is preferred.
- Ability to adapt to change and work in a dynamic, creative and entrepreneurial environment and to problem-solve and manage ambiguity and adversity
- Excellent technology skills including Google Suite, Microsoft Word

Director of Special Education

The Director of Special Education is responsible for ensuring AoA is compliant with all state and federal regulations with regards to Special Education services. The Director of Special Education supervises special education staff and develops relationships with staff, students and families to support the successful implementation of the special education program.

Qualifications for the Director of Special Education position include but are not limited to:

- Possess a Special Education Teacher/Education Specialist OR Pupil Personnel Services Credential
- Experience in special education law and compliance
- Experience in developing a school and/or district's special education plan
- Experience working with diverse student populations and the ability to serve as a culturally responsive leader
- Demonstrated ability to work well in a team, with parents, students, and community members
- Unwavering belief that all students can learn

Director of Human Resources and Payroll

The Director of Human Resources & Payroll provides strategic advice and solutions to leadership on people management, executing change and employee relations. The Director of Human Resources & Payroll will serve as an HR and compliance resource for employees, supervisors and leadership while managing all aspects of payroll. The Director of Human Resources & Payroll is responsible for the oversight of the organization's compliance in regards to policy, safety and insurance.

Qualifications for the Human Resources Manager position include but are not limited to:

- Bachelor's Degree in Human Resources, or 3 years of experience in human resources or similar experience
- Ability to inspire others into action and think creatively about solutions
- Successful experience consulting with all levels of management; able to effectively build relationships by establishing trust, credibility and adding value quickly
- Exceptional communication skills combined with problem solving abilities
- Excellent organization and follow-through skills
- Expert in leadership to manage with confidence, practicing sound judgment, and the ability to make a strong contribution quickly
- Serve as a role model for positive employee relations
- A collaborative and flexible style with a strong service mentality

Instructional Team

Certificated Staff

Selection of teachers is based on their teaching experience, the degree of subject matter expertise, their ability to demonstrate classroom instructional capabilities including building and maintaining relationships with students and their families, their fit with the philosophy of AoA, and their ability to carry out the Charter School's mission.

Appropriate records of credentials held by AoA teachers and supporting documentation will be monitored and maintained by the Principal. Credentials will be monitored annually in compliance with state and federal law. The Charter School will maintain current copies of all teacher credentials, and they will be readily available for inspection.

Qualifications for Teacher positions may include but are not limited to:

- Bachelor's Degree (required)
- Valid California teaching credential for certificated assignment (required)
- CLAD Certified or working toward certification (required)
- CPR and First Aid certification (required)
- Teaching experience in a variety of instructional settings, including working with students from diverse populations
- Experience in English Language Development
- Knowledge of child development; specifically of the emotional, physical and developmental needs of middle school students

- Knowledge of learning theories and curriculum development with an emphasis on standards based planning and assessment
- Understanding of the need to use data, both formative and summative to drive instruction
- Experience working in an environment dedicated to a collaborative approach
- Professional manner and appearance
- Ability to effectively communicate with the Charter School’s stakeholders
- Willingness to accept input and feedback regarding professional growth and performance

ESSA and Credentialing Requirements

The Charter School shall ensure that all teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment, in accordance with Education Code section 47605(l)(1). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Teachers assigned to a TK classroom will have been issued the CTC certificate, permit, or other document required for their certificated assignment, and shall have one of the following:

- At least 24 units in early childhood education, or childhood development, or both.
- As determined by the local educational agency employing the teacher, professional experience in a classroom setting with preschool age children comparable to the 24 units of education described in the previous bullet.
- A child development permit issued by the CTC.

AoA shall maintain the student to adult ratio in transitional kindergarten classrooms as required by Education Code Section 48000(g).

Certificated Support

All non-teaching personnel shall possess the appropriate state required credentials for specific positions including a pupil personnel services credential for counselors, and school psychologists.

Non-Certificated Support Staff

Non-certificated school support staff are selected by the Principal on an application-and-interview basis in consultation with other staff members. AoA seeks candidates who embrace the

mission, vision, and core values of AoA, and who are flexible and able to work collaboratively with administrators, students, faculty, staff, and parents. Selection will be based on the ability to perform the job duties for the position.

Non-certificated staff members must exhibit the following minimum qualifications:

- Adequate professional training and/or experience
- Any and all licenses or certifications necessary to perform the responsibilities of the position
- Positive references

Hiring/Selection Process

AoA's hiring committee reviews the qualifications of candidates who wish to apply for employment at the Charter School. Individuals who wish to apply for a position are required to submit a resume and an employment application.

To ensure the selection of the highest quality staff, the Charter School currently implements the following selection process for positions where external candidates are considered:

- Advertise job openings in local, regional, and professional print and online media, specific to the position to be filled (e.g., career and education websites, schools of education, Ed-Join),
- Request resumes, cover letters, and letters of recommendation,
- Brief screening interview (in person or by phone),
- Follow up interview, which may include a sample teaching lesson or other demonstration of job related abilities,
- Verification of credentials and past employment, state and federal background checks, and professional and personal reference checks,
- Finalize the candidate for selection, and
- Finalize agreement and extend offer of employment.

Teacher selection is based on teaching experience, the degree of subject matter expertise, and ability to demonstrate classroom capabilities including but not limited to: classroom management theories and techniques, depth of understanding of the standards in their content area, knowledge of assessment and the use of data to inform instruction, understanding of and commitment to a coaching model. Teacher candidates must demonstrate how they will provide a quality curriculum and a strong classroom environment. Experience working with diverse student populations is a strong qualification for employment. AoA strives to recruit teachers holding a

CLAD credential with experience in scaffolding techniques and performance based instruction. Teachers need to be well versed in designated and integrated ELD techniques.

Element 6: HEALTH AND SAFETY

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” – Ed. Code § 47605(c)(5)(F)

Site Safety Plan

Charter School shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any school wide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

Pupil Safety

Immunizations, Health Examinations, and Health Screenings

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending

a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Employee Screening Requirements

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department

of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Tuberculosis Screening

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

AoA Health and Safety Protocols

AoA follows clear procedures to ensure the health and safety of pupils and staff. AoA has adopted and implemented full health and safety procedures and risk management policies in consultation with insurance carriers and risk management experts. Health and safety policies are annually updated and reviewed in consultation with staff and families. These policies are distributed to all staff and families. The following is a summary of the health and safety policies of AoA.

Role of Staff as Mandated Child Abuse Reporters

All employees are mandated child abuse reporters and follow all applicable reporting laws.

Immunizations

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

AoA adheres to Education Code Section 49423 regarding administration of medication in school. AoA adheres to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to

respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. AoA provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

AoA maintains a policy on student suicide prevention in accordance with Education Code Section 215. AoA shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025, to incorporate best practices identified by the CDE's model policy, as revised.

Prevention of Human Trafficking

AoA implements the most appropriate methods of informing parents and guardians of students in grades 6 through 8 of human trafficking prevention resources.

Menstrual Products

In all women's restrooms and all-gender restrooms, and in at least one men's restroom, the Charter School will stock an adequate supply of menstrual products, available and accessible free of cost. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to Education Code Section 35292.6. This notice shall include the text of this section and contact information, including an email address and

telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

School Meals

AoA provides each needy student, as defined in Education Code Section 49552, breakfast and lunch free of charge during each school day, as well as to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

AoA teaches sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-8, at least once in middle school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq).

School Safety Plan

AoA shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the AoA's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School

- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities, in compliance with ADA requirements. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens

AoA meets state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board has established a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne viruses, including HIV and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment

AoA functions as a drug-, alcohol- and smoke- free workplace.

Comprehensive Discrimination and Harassment Policies and Procedures

AoA is committed to providing a school and work environment that is free from discrimination and sexual harassment, as well as any harassment based upon as the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental

disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. AoA has a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

Misconduct of this nature is very serious and will be addressed in accordance with AoA's anti-discrimination and anti-harassment policies. All supervisors are required to participate in regular training detailing their legal responsibilities.

A copy of this policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

Facility Safety

AoA complies with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code, including provisions for seismic safety. AoA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Fire, Earthquake and Evacuation Drills

As required, students and staff annually participate in drills for responses to earthquakes, fire and lock-downs.

Bullying Prevention

AoA has adopted procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Mental Health Education

If the Charter School offers one or more courses in health education to students in grades 7-8, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School has created and posted a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster is displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster is prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster is also digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of the school year.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester the Charter School distributes a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including, but not limited to, providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Workplace Violence Prevention Plan

As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

Recess

As of the 2024-25 school year and except where a field trip or other educational program is taking place, pursuant to Education Code Section 49056, if the Charter School provides recess, then the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Pregnant And Parenting Students

The Charter School shall provide an annual notice to students about their rights regarding pregnancy or when parenting in compliance with Education Code Sections 222.5, and 46015.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Element 7: STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code 47605(c)(5)(G)

AoA continues to serve an extremely diverse student population. For the past few years, AoA has been ranked in the top five percent in the state in terms of the diversity of its student population¹. Because diversity is an important reason many families send their children to AoA, as well as the strong belief that students have an even more enriching learning experience when they attend diverse schools, AoA annually makes a strong, concerted effort to recruit a diverse student population to achieve a balance of racial and ethnic students, special education students, and English Learners, that is reflective of the general population residing within the territorial jurisdiction of AUSD. AoA also targets select areas outside of AUSD boundaries whose populations are diverse racially, ethnically and socioeconomically in order to achieve a student population balance. AoA also has an excellent special education program which families have shared is a significant reason why they chose AoA. AoA conducts information sessions each school year to inform interested parents and students about what the Charter School has to offer and sends enrollment information to all households in Alameda. Additionally, AoA develops promotional and informational material (e.g. a school brochure, flyers, its website, and social media platforms including FaceBook and Instagram, and advertisements (in local media).

AoA maintains an accurate accounting of the balance of students' race and ethnicity, English Learners, and special education students enrolled in the Charter School and documents the efforts made to achieve a student population balance. On an annual basis, AoA identifies a timeline for specific outreach efforts to ensure a balance of racial and ethnic students, English Learners, and special education students.

Efforts to Recruit Low Achieving and Economically Disadvantaged Students

AoA is committed to serving academically low-achieving and economically disadvantaged students as reflected by the demographics provided in Element 1 of this Petition. AoA aggressively recruits students from the local community, a large portion of whom fit this demographic.

¹The Academy of Alameda TK-8 School in Alameda, CA <https://www.niche.com/k12/the-academy-of-alameda-tk-8-school-alameda-ca/>

Element 8: ADMISSIONS POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

Documentation of Admissions and Enrollment Processes

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this Petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

The Charter School will comply with the above requirements, including ensuring the admission preferences “shall not result in limiting enrollment access access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation” per Education Code section 47605(e)(2)(B)(iii).]

AoA’s current student demographics demonstrate the effectiveness of the current admissions processes and show that the preferences in place for admissions meet the criteria outlined in the previous paragraph. AoA's demographics are more diverse and serve a higher needs population compared to the District. The current admissions preferences have produced this diverse student body.

Homeless and Foster Youth

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

Non-Discrimination

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

As indicated in the affirmations included at the beginning of this Petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Charter School.

Legal Assurances

AoA admits all grade-level eligible pupils who wish to attend subject to the Charter Schools' capacity. AoA is a school of choice, and pursuant to Education Code Section 47605(g), no student is required to attend AoA. Admission is not determined based on the place of residence of the pupil or of his/her parent or guardian within the State of California. However, in the event of a public random drawing, admission preference shall be granted to residents of the Alameda Unified School District as further specified below.

In accordance with Education Code Section 48000(a), students must meet minimum age requirements for enrollment. AoA will abide by any future amendments to the Education Code regarding minimum age for public schools. Proof of the child's age must be presented at the time of enrollment as described in Education Code Section 48002. In accordance with Education

Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents. The Charter School shall comply with all provisions of Education Code Section 47605(e)(4).

Open Enrollment and Admission Process

The open enrollment period will be published annually on AoA's website. It typically opens in the fall and closes in the winter. All students who wish to attend AoA are required to complete and timely submit an application form. Application forms are available on the Charter School's website throughout the open enrollment period. Submitted application forms are date and time stamped and student names added to an application roster to track receipt. If, by the close of open enrollment, the number of forms received is less than the number of spaces available, all applicants are accepted and enrolled in the Charter School, upon submission of an enrollment packet.

Public Random Drawing

AoA shall admit all students who wish to attend. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. However, if at the end of the open enrollment period the number of pupils who wish to attend AoA exceeds the Charter School's capacity, admission, except for existing pupils of AoA, who are guaranteed enrollment for the following year, shall be determined by a public random drawing ("lottery"). Families who submitted completed application forms prior to the open enrollment deadline will be notified in writing regarding the date, time, and location of the lottery, and rules for the lottery process. The lottery will be held at the Charter School. Parents and guardians do not have to be present at the lottery. AoA maintains auditable records of the above activities.

In accordance with Education Code Section 47605(e)(2)(B), admission preferences in the case of a lottery shall be given to the following students in the following order below:

1. Children of AoA staff and Board members (not to exceed 10% of The Academy's Enrollment)
2. Siblings of students admitted to or currently attending The Academy of Alameda
3. Residents of the Alameda Unified School District
4. All other students in the State of California

Lottery Procedure

The Board will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director or designee). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Enrollment Process

Families of students who are offered admission will be provided a specified time frame via email to confirm, in writing, their intent to enroll.

After admission, students will be required to submit an enrollment packet, which currently includes the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records²

Wait List

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. Students applying after the open enrollment time frame will also be placed on the wait list.

² In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

The wait list allows students the option of enrollment in the case of an opening before or during the school year for which the student applied for admission. In no circumstance will a wait list carry over to the following school year.

Students on the wait list will be notified immediately if space becomes available and must confirm, in writing, their intent to enroll within the specified time frame (currently within a week of being notified).

Element 9: FINANCIAL AUDIT

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I)

AoA's Annual Financial Audit

An annual independent financial audit of the books and records of AoA is conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of AoA are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit is conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Board selects an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit is completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year, or by the required date. The Executive Director, along with the audit committee, if established, reviews any audit exceptions or deficiencies and reports to the Board with recommendations on how to resolve them. The Board submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of AoA is a public record to be provided to the public upon request.

Element 10: SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” – Ed. Code § 47605(c)(5)(J)

Student Due Process Protections

Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(I) Timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this Petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

The remainder of this element, beyond the highlighted District required language, outlines the procedures implemented to ensure the Charter School's disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.

Required Notifications

As indicated in the affirmations included at the beginning of this Petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with AUSD Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the AUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

AoA Student Suspension and Expulsion Policy and Procedures

The Charter School affirms its compliance with Education Code Section 47605(c)(5)(J). AoA recognizes and applies state laws as they pertain to student discipline including serious infractions for which the state mandates a recommendation for expulsion. However, the staff makes every effort to keep students in the classroom each day and employs a restorative approach to discipline. While consequences are given when a student's actions are harmful to an individual or the community, AoA does all it can to make sure students are able to reflect on their actions, repair any relationships that have been impacted, and learn new strategies so the offense is not repeated. Guided by a commitment to social justice, the Board and staff are philosophically opposed to harsh consequences that remove students from the community when more restorative actions that lead to more productive learning opportunities can be implemented. That said, AOA holds students accountable for their actions, particularly when those actions seriously impact another person or persons. Even then, AoA tries to maintain a productive relationship with the student and help them learn from the incident to promote a safe and healthy learning environment. AoA is committed to enacting actions that do not contribute to the school to prison pipeline.

This Suspension and Expulsion Policy and Procedures ("Policy") has been established in order to promote learning and protect the safety and well-being of all students at AoA. In creating the Policy, AoA has reviewed Education Code Section 48900 et seq. which describes 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 or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This Policy shall serve as AoA's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to amend the Petition so long as the amendments comport with legal requirements. AoA staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy will be printed and distributed as part of the Student Handbook and 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 the 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.

AoA's administration shall ensure students and their parents/guardians³ are notified in writing upon enrollment of all discipline and involuntary disenrollment policies and procedures. The notice shall state that this Policy is available upon request at the Charter School's 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 AoA has a basis of knowledge of a suspected disability pursuant to 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. AoA will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom AoA 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 or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the pupil is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, AoA 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, or educational rights holder 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,

³ 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 has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, 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.

dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspensions or expulsions as enumerated below.

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

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - 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 the 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 their own prescription products by a pupil.

- 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 subdivision, “hazing” means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this section, “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 section, “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 section, 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 section shall apply to pupils 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 section shall apply to pupils 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 pupils 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.
 - i. "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:
 - 1. 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.

2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience substantial interference with their academic performance.
4. 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 Academy.

ii. "Electronic Act" means the creation or transmission, originated on or off the schoolsite, 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:

1. A message, text, sound, video, or image.
2. 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of cyber sexual bullying.
 - a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 clause, “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.

iii. Notwithstanding subparagraphs i and ii 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.

u. A pupil 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 pupil 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 (1)(a)-(b).

v. Possessed, sold, or otherwise furnished any knife 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 School Principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object 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 School 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 or committing a sexual battery as defined in Education Code Section 48900(n).
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- 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 their own prescription products by a pupil.
 - 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 subdivision, “hazing” means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this section, “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 section, “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 section, 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 section shall apply to pupils 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 section shall apply to pupils 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 pupils 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.
 - i. "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:
 1. 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.
 2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 3. Causing a reasonable student to experience substantial interference with their academic performance.

4. 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 Academy.
- ii. “Electronic Act” means the creation or transmission, originated on or off the schoolsite, 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:
1. A message, text, sound, video, or image.
 2. 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 3. An act of cyber sexual bullying.
 - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 clause, “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.

- iii. Notwithstanding subparagraphs i and ii 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.

- u. A pupil 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 pupil 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).
 - v. 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 School 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 pupil:
- 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 School 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 or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm 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 pupil 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 3 ½ 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 term does not include an antique firearm.
- The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedures

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 and, whenever practical, the teacher, supervisor or AoA 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 AoA 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 pupil 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 pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with AoA officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil'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 by telephone or in person. 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 committed by the student. In addition, the notice may also state the date and time when the student may return to school. If AoA officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request 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 Principal's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil 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 pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference. This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil'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 AoA's neutral and impartial Board following a hearing before it or by AoA's Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Executive Director following direction by the Board as needed. The Administrative Panel shall consist of at least three members who are neither a teacher of the pupil nor a member of the Board. 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 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 pupil 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 for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall 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 pupil. 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 AoA'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 AoA 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

AoA 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 AoA or the hearing officer, in addition to the Administrative Panel, if applicable, and the Board. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

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 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. AoA must also provide 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, AoA must present evidence that the witness' presence is both desired by the witness and will be helpful to AoA. 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 pupil being expelled, the complaining witness shall have the right to have his/her 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 pupil, 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.

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

If the Board decides not expel, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's parent/guardian. This notice 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 AoA.

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.

J. Disciplinary Records

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

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from AoA as the Board's decision to expel shall be final.

L. Expelled Pupil/Alternative Education

Parents/guardians of pupils 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. AoA 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.

M. Rehabilitation Plans

Students who are expelled from AoA shall be given a rehabilitation plan upon expulsion as developed by the Board 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 year from the date of expulsion when the pupil may reapply to AoA for readmission.

N. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director, or designee, and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or

will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon AoA's capacity at the time the student seeks readmission or admission to the Charter School.

O. Notice to Teachers

AoA shall notify teachers of each pupil 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.

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

1. Notification of SELPA

AoA 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 who AoA or 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, AoA, the parent, 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 parents 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 AoA, the parent, 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 AoA, the parent, 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 AoA 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 and AoA agree to a change of placement as part of the modification of the behavioral intervention plan.

If AoA, the parent, 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 AoA 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 of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or if AoA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, they 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 or AoA, 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 and AoA 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

AoA 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 AoA's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if AoA had knowledge that the student was disabled before the behavior occurred.

AoA 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 AoA's 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 has requested an evaluation of the child.
- c. The child's teacher, or other AoA personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other AoA supervisory personnel.

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

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

Element 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K)

All full-time certificated employees who are eligible currently participate in the State Teachers' Retirement System ("STRS"). Employees contribute the required percentage, and AoA contributes the employer's portion required by STRS. All withholdings from employees and AoA are forwarded to STRS as required. AoA submits all retirement data through Alameda County Office of Education ("ACOE") and complies with all policies and procedures for payroll reporting. Employees accumulate service credit years in the same manner as all other members of STRS.

All employees of AoA who are not eligible for STRS participate in the federal social security program.

Beyond STRS and social security, all employees have the option to be covered by an appropriate qualified plan, such as a 457 plan (non-STRS eligible employees will receive a matching contribution by AoA). The Executive Director, or designee, is responsible for ensuring appropriate arrangements for the retirement coverage have been made.

The Board retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

Element 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” – Ed. Code § 47605(c)(5)(L)

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

No student may be required to attend AoA.

Element 13: EMPLOYEE RETURN RIGHTS

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” – Ed. Code § 47605(c)(5)(M)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

No public school district employee shall be required to work at AoA.

Employment by AoA provides no rights of employment at any other entity, including any rights in the case of closure of AoA.

Element 14: DISPUTE RESOLUTION PROCESS

“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.” – Ed. Code § 47605(c)(5)(N)

Procedures for Complaints against Charter School

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the Charter School, whether the Charter School’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the Charter School’s student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program

or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

Complaints by Students and Employees

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Disputes between the District and the Charter School

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the Charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To The Academy of Alameda, c/o Executive Director:
The Academy of Alameda
401 Pacific Avenue, Alameda, CA 94501

To Alameda Unified School District, ATTN: Assistant Superintendent of Educational Services:
12060 Challenger Drive
Alameda, CA 94501

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written

Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

Internal Disputes

The Charter School maintains an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. The Charter School also maintains a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School’s policies and internal dispute resolution process. The District shall promptly refer all disputes not involving the District and not related to a possible violation of the Petition or law to the Charter School.

Element 15: PROCEDURES FOR SCHOOL CLOSURE

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” – Ed. Code § 47605(c)(5)(O)

Closure Action

The decision to close Charter School must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the AUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the AUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The Alameda Unified School District (AUSD). Charter School shall provide AUSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the AUSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to AUSD.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the

Closure Action. Charter School shall simultaneously provide a copy of this notification to AUSD.

4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to AUSD.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to AUSD.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to AUSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to AUSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to AUSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure

2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to AUSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with AUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to AUSD in accordance with the District procedures applicable at the time of closure. This list shall

include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to AUSD in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with AUSD for the delivery of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to AUSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to AUSD and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform AUSD immediately upon the transfer of Charter School's employee records to the designee.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the Charter School if it has reason to believe that the Charter School received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.

2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not AUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budget
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any

net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
5. The submission of an inventory of equipment log in coordination with the Charter School's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
 - a. Name and contact of person(s) handling the liquidation;
 - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);
 - c. An identification number that corresponds to a tag on that item;
 - d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide AUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

2. Make final federal tax payments (employee taxes, etc.)
3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

MISCELLANEOUS CHARTER PROVISIONS

Facilities

Prior to occupancy or use of any school site or facility, Charter School shall provide AUSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to AUSD that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to AUSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless AUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys’ fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless AUSD and the AUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

Fiscal Matters

District Oversight Costs

The District may charge for the actual costs of supervisory oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisory oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by AUSD.

Data and Information Reporting

Charter School shall provide the following data elements to AUSD, according to a data reporting calendar that will be published by AUSD prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
 - Preliminary budget
 - Local control and accountability plan
 - First interim financial report
 - Second interim financial report
 - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
 - Annual independent audit report (Ed. Code § 47605(m))
 - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
 - 20 day attendance report (Ed. Code § 47652(a))
 - Monthly attendance reports
 - Principal Apportionment Data (P1, P2, and P-Annual)
 - Monthly student exit reports (Ed. Code § 47605(e)(3))

- Information/documentation related to Charter School’s facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)

Additionally, Charter School shall notify AUSD in writing in a timely manner of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

Budget and Financial Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h)

Please find the following documents in Appendix A:

- Draft budget for the first year of the new charter term (2025-26)
- Financial projections for three years of operation

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h)

AoA occupies the District’s Chipman site at 401 Pacific Avenue. Details regarding its use of facilities are contained in the 10-year lease agreement signed by the District Board and the Charter School’s Board in Spring, 2017 (included in Appendix A).

Impact on the Charter Authorizer

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h)

AoA is operated as The Academy of Alameda, a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. AoA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including reporting or other District-requested protocols to ensure the District shall not be liable for the operation of AoA.

Further, AoA and the District have entered into a memorandum of understanding, wherein AoA indemnifies the District for the actions of AoA under this Petition.

The corporate bylaws of AoA provide for indemnification of AoA's Board, officers, agents, and employees, and AoA maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and AoA's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of AoA.

The Board institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Insurance

AoA holds insurance that covers general liability, workers' compensation, and other necessary coverage required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the District and AoA's insurer. The District Board of Education and the District are to be named as an additional insured on all policies of AoA. AoA provides evidence of the above insurance coverage to the District.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h)

AoA provides or procures its own administrative services including, but not limited to, financial management, personnel, and instructional program development. The Charter School may purchase services from the District (e.g., food service, technology, etc.), if the District and Charter School are mutually interested. AoA and District will define the specific terms and cost for these services in an annual operational agreement (or memorandum of understanding).

AoA is committed to providing the best possible business and development support services so that instructional staff can focus more of their limited resources on classroom instruction and improving student achievement.

AoA will be responsible for hiring trained and experienced personnel and/or contractors who specialize in all facets of charter development and operations, including:

- Home-Office Services
 - Human Resources
 - Business & Payroll Services
 - Financial & Accounting Services
- School Software Solutions
 - Enrollment
 - Attendance Accounting
- School Performance & Educational Support

Transportation

The Charter School does not provide transportation to and from school, except as required by law.

Attendance Accounting

The Charter School maintains an attendance recording and accounting system to ensure contemporaneous record keeping, which complies with state law.

Oversight

Pursuant to California law, the District shall be required to provide oversight and performance monitoring services, including monitoring AoA and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering Petition amendment and renewal requests.

CONCLUSION

The California Charter Schools Act of 1992 was created to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

By renewing The Academy of Alameda's charter term and this Petition, the Alameda Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 and following the directive of law that encourages the creation of charter schools.

The team at The Academy of Alameda is honored by the opportunity to apply for a renewal of a seven-year charter for the term July 1, 2025 through June 30, 2032, and for the responsibility to serve families in Alameda and its surrounding communities, as well as to work with the District to provide the best possible educational opportunities for all students.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: The Academy of Alameda

CDS Code: 01 61119 0122085

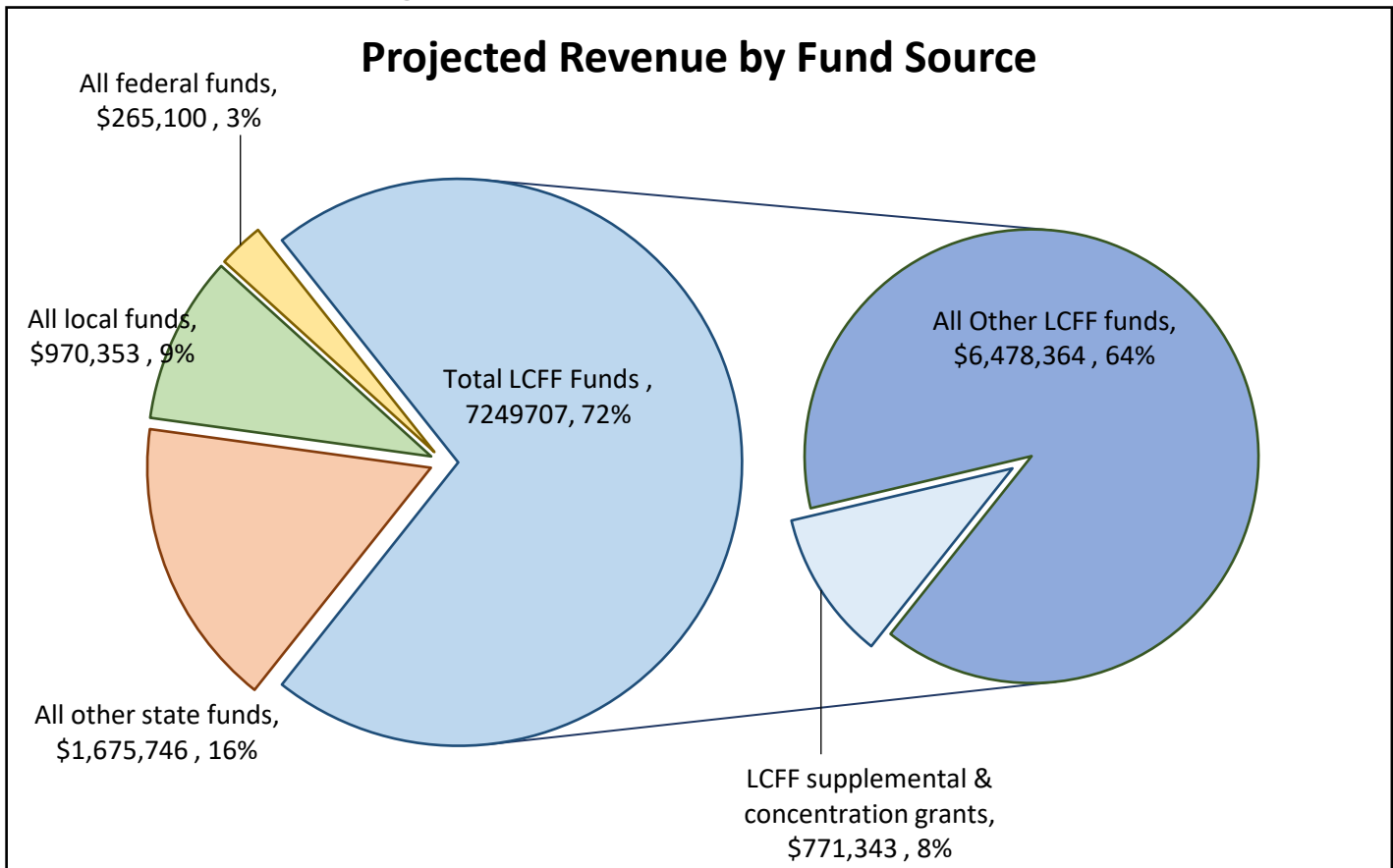
School Year: 2024-25

LEA contact information: Christine Chilcott, Executive Director, (510) 748-4017, cchilcott@aoaschools.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

Projected Revenue by Fund Source

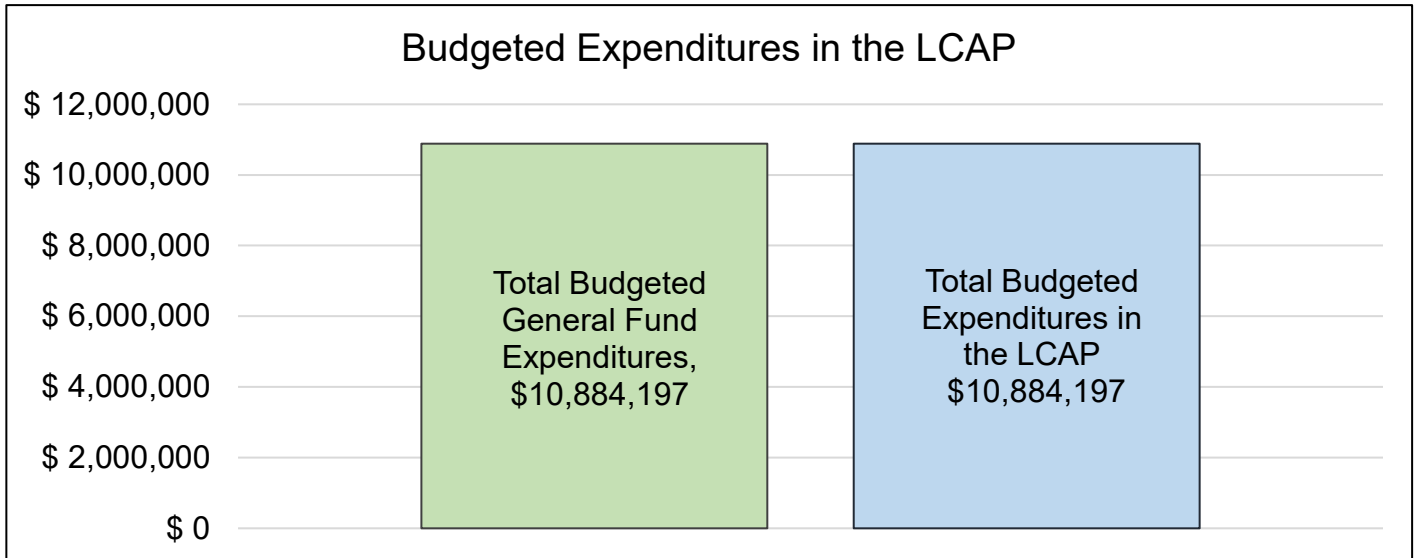


This chart shows the total general purpose revenue The Academy of Alameda expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for The Academy of Alameda is \$10,160,906.00, of which \$7,249,707.00 is Local Control Funding Formula (LCFF), \$1,675,746.00 is other state funds, \$970,353.00 is local funds, and \$265,100.00 is federal funds. Of the \$7,249,707.00 in LCFF Funds, \$771,343.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much The Academy of Alameda plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

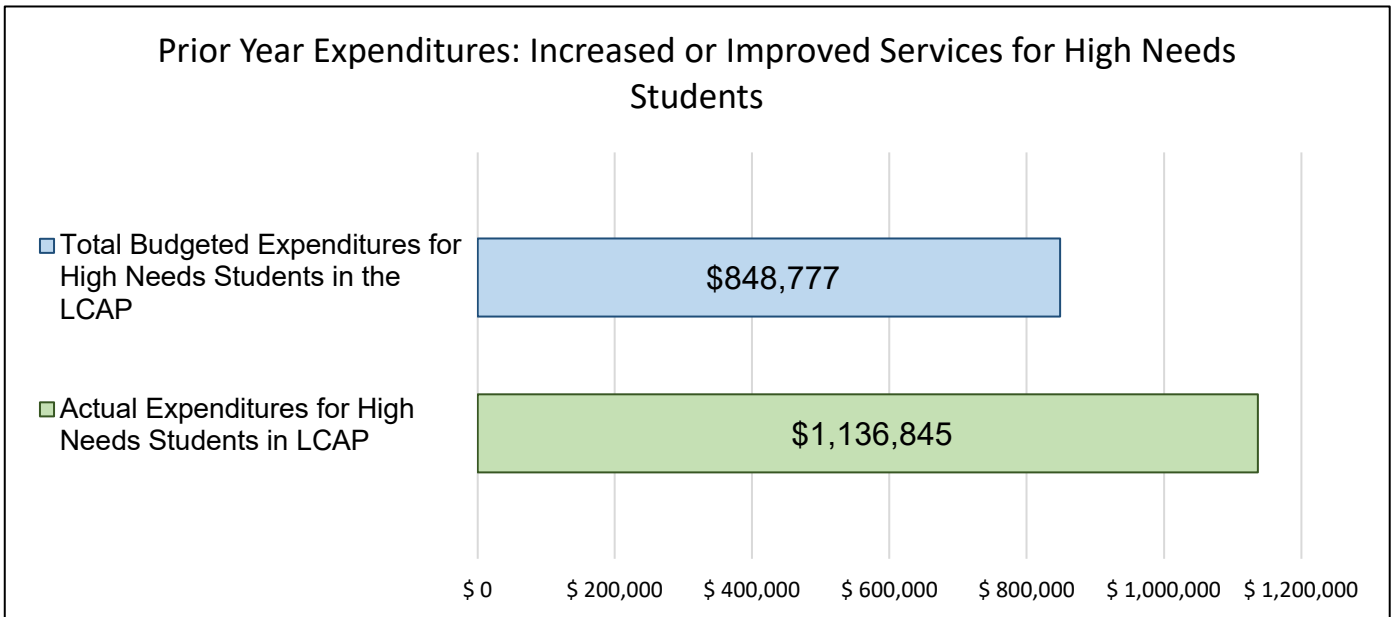
The text description of the above chart is as follows: The Academy of Alameda plans to spend \$10,884,197.00 for the 2024-25 school year. Of that amount, \$10,884,196.64 is tied to actions/services in the LCAP and \$0.36 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, The Academy of Alameda is projecting it will receive \$771,343.00 based on the enrollment of foster youth, English learner, and low-income students. The Academy of Alameda must describe how it intends to increase or improve services for high needs students in the LCAP. The Academy of Alameda plans to spend \$835,391.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what The Academy of Alameda budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what The Academy of Alameda estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, The Academy of Alameda's LCAP budgeted \$848,777.00 for planned actions to increase or improve services for high needs students. The Academy of Alameda actually spent \$1,136,845.00 for actions to increase or improve services for high needs students in 2023-24.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Academy of Alameda	Christine Chilcott Executive Director	cchilcott@aoaschools.org (510) 748-4017

Goals and Actions

Goal 1

Goal #	Description
1	Effective Instruction, Challenging Curriculum, and Enrichment Opportunities: Increase the academic outcomes of all students by providing them with multiple pathways to be successful through a culturally responsive and deeply engaging education.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Middle: STAR ELA and Math % of students meeting growth goals	MS: ELA 66% of students met growth goal MS: Math 53% of students met growth goal	MS: 66.4% of students met their growth goal in ELA and 66.8% of students met their Math growth goal.	MS: 68.4% of students met their growth goal in ELA and 76% of students met their growth goal in Math. Data Year: 2022-23 Data Source: Local Assessment	72.9% ELA (Gr 2-8) 64.8% Math (Gr 1-8) Data Year: 2023-24 Data Source: Local Assessment	Baseline +5% growth for each area Data Year: 2023-24 Data Source: Local Assessment
Elementary: STAR ELA and Math % of students meeting growth goals	Reading: 65% Math: 65%	STAR Overall READING: 71% Growth STAR Overall MATH 71% Growth	59% Reading 52% Math Data Year: 2022-23 Data Source: Local Assessment	72.9% ELA (Gr 2-8) 64.8% Math (Gr 1-8) Data Year: 2023-24 Data Source: Local Assessment	Baseline + 3% growth

STAR Early Reading Assessment (K-2)	Early Reading: 65%	STAR EARLY READING (K-2) 84%	72% Data Year: 2022-23 Data Source: Local Assessment	65.3% (K-1) Data Year: 2023-24 Data Source: Local Assessment	Baseline + 3% growth
CAASPP: % of students meeting or exceeding standard in ELA for all students and all numerically significant subgroups	MS: Baseline to be established 21-22	MS: Students took the SBAC in May 2022. Scores will be released this summer.	<p>SBAC in May 2022. Scores will be released this summer.</p> <p>Elementary School All Students 63.7% SED: 50% EL: 33.34% SPED: 27.27% Asian: 63.34% Black: 38.89% Hispanic: 38.46% White: 77.78% Two or More Races: 91.3%</p> <p>Middle School All Students 58.07% SED: 48.79% EL: 14.64% SPED: 27.27% Asian: 68.26% Black: 35.39% Filipino: 72.73% Hispanic: 52.32% White: 70.58% Two or More Races: 61.71%</p> <p>Data Year: 2021-22 Data Source: Dataquest</p>	<p>K-8 ELA All Students 56.1% SED: 42.3% EL: 17.1% SPED: 19.2% Asian: 61.3% Black: 33.7% Filipino: 73.3% Hispanic: 47.3% White: 72.8% Two or More Races: 58.6%</p> <p>Data Year: 2022-23 Data Source: Dataquest CAASPP Results</p>	<p>Baseline +5% growth for each area</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>

<p>CAASPP: % of students meeting or exceeding standard in Math for all students and all numerically significant subgroups</p>	<p>MS: Baseline to be established 21-22</p>	<p>MS: Students took the SBAC in May 2022. Scores will be released this summer.</p>	<p>Elementary School All Students 60.45% SED: 48.44% EL: 44.44% SPED: 27.27% Asian: 70% Black: 22.23% Hispanic: 40% White: 70.37% Two or More Races: 78.26%</p> <p>Middle School All Students 37.22% SED: 25.12% EL: 7.32% SPED: 9.1% Asian: 55.55% Black: 10.77% Filipino: 40.91% Hispanic: 27.9% White: 54.41% Two or More Races: 41.3%</p> <p>Data Year: 2021-22 Data Source: Dataquest</p>	<p>K-8 Math All Students: 46.3% SED: 34.3% EL: 17.1% SPED: 5.8% Asian: 62.7% Black: 17.9% Filipino: 50.0% Hispanic: 39.8% White: 58.7% Two or More Races: 55.7%</p> <p>Data Year: 2022-23 Data Source: Dataquest CAASPP Results</p>	<p>Baseline +5% growth for each area</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>
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<p>% of students meeting or exceeding standards on the CA Science Test (CAST) for all students and all numerically significant subgroups</p>	<p>5th grade All students 40.91% SED 28.57%</p> <p>8th grade All students 32.21% SED 27.63% EL 0% Asian 55.17% Black 10.52% Hispanic 15.63% White 47.06% Two or more races 35.72%</p> <p>Data Year: 2021-22 Data Source: Dataquest</p>	<p>N/A Metric added in 2023</p>	<p>N/A Metric added in 2023</p>	<p>5 & 8 All students 41.6% SED 30.6% EL 7.1% SPED 15.8% Asian 27.3% Black 19.4% Hispanic 38.9% White 58.5% Two or more races 56.5%</p> <p>Data Year: 2022-23 Data Source: Dataquest CAASPP</p>	<p>5th grade 50% 8th grade 41%</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>
<p>% English learners making progress on ELPAC</p>	<p>Elementary School 48.4% Medium Middle School 88.2% Very High</p> <p>Data Year: 2021-22 Data Source: CA Dashboard</p>	<p>N/A Metric added in 2023</p>	<p>N/A Metric added in 2023</p>	<p>50% Low (Orange)</p> <p>Data Year: 2022-23 Data Source: CA Dashboard</p>	<p>High Progress Level >55%</p> <p>Data Year: 2022-23 Data Source: CA Dashboard</p>
<p>EL reclassification rate</p>	<p>Elementary 12.2% MS 37.9%</p> <p>Data Year: 2019-20 Source: Dataquest</p>	<p>Elementary 6.5% MS 13.6%</p> <p>Data Year: 2020-21 Source: Dataquest</p>	<p>20.78%</p> <p>Data Year: 2021-22 Data Source: Dataquest</p>	<p>Current data is 2020-2021</p> <p>Data not released for 21-22</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>	<p>>10%</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>

% of students with access to their own copies of standards-aligned materials for use at home and at school	100% Source: 2022 CA Dashboard	N/A Metric added in 2023	N/A Metric added in 2023	100% for 2023 CA Dashboard Local Indicator	100% Source: 2024 CA Dashboard Local Indicator
% of teachers properly credentialed and assigned, including EL teachers	Elementary School 66.1% Middle School 83.8% Data Year: 2020-21 Data Source: Dataquest	N/A Metric added in 2023	N/A Metric added in 2023	95.7% Data Year: 2021-22 Data Source: Dataquest (Most recent data)	100% Data Year: TBD Data Source: SARC
Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Elementary School: Full Implementation Middle School: Full Implementation for all except ELD at Initial Implementation Source: 2021 CA Dashboard	N/A Metric added in 2023	N/A Metric added in 2023	Full Implementation and Sustainability for all CCSS and ELD standards Source: 2023 CA Dashboard Local Indicators	Full Implementation and Sustainability for all CCSS and ELD standards = Source: 2023 CA Dashboard Local Indicators
% of students with access to and enrolled in a broad course of study including unduplicated students and students with exceptional needs (metric added in 2023)	100%	100% Data Year: 2021-22 Source: Local Data	100% Data Year: 2022-23 Source: Local Data	100% Data Year: 2023-24 Source: Local Data	100% Data Year: 2023-24 Source: Local Data

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall, the actions designed to support achievement of Goal 1 was implemented as planned.

Successes:

Several initiatives were successful during the 2023-24 school year. The school's summer program ran for 30 days in the summer through ASES. In addition, the school established a community partner for sailing lessons for students. Students were provided access to effective instruction and a challenging curriculum. The school retained highly qualified staff. MTSS was on-going and the school succeeded in placing students in effective interventions. The school maintains a 1:1 chromebook ratio and smart boards were placed in 9 classrooms. Professional development was a success with a plan in development for next year. The Emerging Bilingual programs provided small group instruction for ELs. Special Ed enrollment increased and the school was able to serve those students with resources available.

Challenges:

Despite the partnership established, the number of participants for the sailing program was much lower than expected. Although in the current year, the school was able to accommodate and serve students with resources available, the increase of Students with Disabilities will have sustainability impacts for next year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 2 Multi-Tiered System of Support estimated actuals (\$751,215) were higher than the budgeted expenditures (\$520,572) due to an increase in unduplicated percentages. The school received an increase in total supplemental and concentration funding.

Action 4 Professional Education estimated actuals (\$160,789) were higher than the budgeted expenditures (\$136,548) due to recategorizing membership and dues to operations.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The Academy of Alameda Elementary School and The Academy of Alameda Middle School were approved by their authorizer to merge as a K-8 school (The Academy of Alameda) for the 2022-23 school year. 2022-23 CAASPP Results and the 2023 California Dashboard outcomes are now based on K-8 grade spans. Previous years data (2022 and prior) for CAASPP results for The Academy of Alameda (AOA) are from The Academy of Alameda Middle School (6-8). For the 2023 California Dashboard, calculations for change for performance levels (colors) are based on comparing The Academy of Alameda (K-8) with The Academy of Alameda Middle School (6-8). Therefore, it is important to exercise caution when comparing the 2023 Dashboard to previous Dashboards based on the schools merging and overall grade levels served.

The Highly Qualified Staff, Multi-Tiered Systems of Support, Instructional Materials, Supplies, and Technology, Professional Education, and After School Summer, & Extended Year Programs actions were effective as evidenced by CAASPP Proficiency Rates in ELA, Math and Science. AOA ELA proficiency rates (56.05%) are higher than the state average (46.66%) in ELA by 9.4%. The ELA proficiency rates are also higher than the state average for student groups with higher needs including English Learners (17.1%; state 10.9%), Socioeconomically Disadvantaged students (42.3%; state 35.3%), and Students with Disabilities (19.2%; state 15.8%). AOA Math proficiency rates (46.31%) are higher than the state average (34.6%) in Math by 11.7%. The proficiency rates are also higher than the state average for English Learners (17.1%; state 9.9%) and SED students (34.3%; state 22.9%). Math proficiency rates for Students with Disabilities were lower than the state average (5.8%; state 12.3%). This will be a focus area for the school given the increase in SWD being served by the school. The proficiency rates in Science (41.6%) are also higher for AOA than the state average (30.2%) by 11.4%. The proficiency rates were higher than the state average for English Learners (7.1%; state 2.32%), SED students (30.6%, state 19.3%) and SWD (15.8%; state 8.7%).

The Emerging Bilingual Support action was effective as evidenced by the English Learner Progress Indicator with 50% of ELs making progress towards English language proficiency.

The Special Education action was partially effective as evidenced by CAASPP results above in ELA, Math and Science.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no planned changes to the overall goal.

In terms of actions, the Emerging Bilingual Support action will be changed to English Language Development to encompass all English Learners at The Academy of Alameda including Emerging learners, current ELs and Long-term English Learners (LTEL). New action descriptions will describe how the school will monitor and LTELs progress in English language proficiency.

There will be changes in metrics for Goal 1. The school has combined Elementary and Middle Schools, therefore data will now be for grades TK-8. STAR ELA growth data are for Grades 2 through 8. The school will use the STAR Early Reading Assessment for Grades K-1 versus K-2. STAR Math growth data will include Grades 1 through 8.

The desired outcomes have been adjusted to create realistic three year targets based on the baseline data for the new 24-25 LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goal 2

Goal #	Description
2	Empower Students and Eliminate Barriers: Implement comprehensive social-emotional programs that foster a sense of belonging and cultivates successful student outcomes and school engagement.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rates	96% (SY 19-20)	93% (SY 21-22)	93.24% Data Year: 2022-23 Data Source: P2	92.97% Data Year: 2023-24 Data Source: P2	96% Data Year: 2023-24 Source: P2

<p>Chronic Absence Rate for all students and all numerically significant subgroups</p>	<p>MS: 9.5% (SY 19-20) Correction: 15.5% 2020-2021 (per DataQuest)</p>	<p>MS: 8.6% (SY 21-22) Correction: 26.4% (per DataQuest)</p>	<p>Elementary All 24.4% EL 28.6% SED 35% SWD 25% African American: 54.1% Asian 7.5% Hispanic/Latino 33.9% Two/More Races 20.5% White 20% Filipino 21.1%</p> <p>Middle School All 26.4% EL 26.5% SED 34.8% SWD 42.3% African American: 30.4% Asian 17.4% Hispanic/Latino 32.3% Two/More Races 30.6% White 22.5% Filipino 18.2%</p> <p>Data Year: 2021-22 Data Source: DataQuest</p>	<p>K-8 All 21.8% EL 28.1% SED 27.5% SWD 29.6% African American: 28.0% Asian 10.9% Hispanic/Latino 27.9% Two/More Races 15.1% White 21.4% Filipino 15.8%</p> <p>Data Year: 2022-23 Data Source: DataQuest</p>	<p>Decrease by 1% per year - 6.5%</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>
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<p>% of students who respond favorably to questions about school safety, school climate, and sense of belonging</p>	<p>MS: Baseline to be established (21-22)</p>	<p>ES: Survey conducted 2022</p> <p>MS: Survey conducted 2022 School Safety: 82% favorable School Climate: 76% favorable Sense of Belonging: 71% favorable</p> <p>Data Year: 2021-22 Data Source: Local School Culture Survey</p>	<p>ES: Survey conducted 2023</p> <p>MS: Survey conducted 2023 School Safety: 78% favorable School Climate: 68% favorable Sense of Belonging: 69% favorable</p> <p>Data Year: 2022-23 Data Source: Local School Culture Survey</p>	<p>School Safety: 78% School Climate: 74% Sense of Belonging: 79%</p> <p>Data Year: 2023-24 Data Source: Local School Culture Survey</p>	<p>Baseline +5% growth</p>
<p>Suspension Rate for all students and all numerically significant subgroups</p>	<p>MS: Baseline to be established (21-22)</p>	<p>Elementary 0%</p> <p>Middle School All Students 0%</p> <p>Data Year: 2020-21 Data Source: Dataquest</p> <p>(Data amended in 2023 with correct data from Dataquest entered for Year 1 and Year 2 Outcomes)</p>	<p>Elementary 0.7%</p> <p>Middle School All Students 2.1% African American 8.5% SED 3.1% Hispanic 1.1% SWD: 1.9%</p> <p>Data Year: 2021-22 Data Source: Dataquest</p>	<p>K-8 All Students 3.1% EL 3.3% SED 4.4% SWD: 4.8% African American 6.4% Asian 0% Filipino 7.9% Hispanic 3.1% Two or More Races 1.2% White 1.6%</p> <p>Data Year: 2022-23 Data Source: Dataquest</p>	<p><1% Data Year: 2022-23 Data Source: Dataquest</p>

Expulsion Rate for all students and all numerically significant subgroups (metric added in 2023)	0% Data Year: 2020-21 Data Source: Dataquest	N/A (Metric added in 2023)	Elementary 0% Middle School 0% Data Year: 2021-22 Data Source: Dataquest	0% Data Year: 2022-23 Data Source: Dataquest	0% Data Year: 2022-23 Data Source: Dataquest
Middle School dropout rate (metric added in 2023)	% Data Year: 2021-22 Data Source: Calpads 8.1c	N/A (Metric added in 2023)	N/A (Metric added in 2023)	0% Data Year: 2022-23 Data Source: CALPADS	0% Data Year: 2022-23 Data Source: Calpads 8.1c
Measure that facilities meet good repair standard (metric added in 2023)	Condition? Data Year: 2021-22 Data Source: SARC	N/A (Metric added in 2023)	N/A (Metric added in 2023)	Condition: Fair Source: From 22-23 SARC (published in 2024)	Met: Good Source: SARC
% of families who respond favorably to questions about school safety (metric added in 2023)	85% Data Year: 2021-22 Data Source: Local Family Survey	N/A (Metric added in 2023)	90% Data Year: 2022-23 Data Source: Local Family Survey	92% Data Year: 2023-24 Data Source: Local Survey	85% Data Year: 2023-24 Source: Local Survey

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall, the actions designed to support achievement of Goal 2 was implemented as planned.

Successes:

The Academy of Alameda saw great success with supporting students with mental health and social emotional learning. The school's in-house counselors as well as a partnership with Better Way, an outside provider, provided mental health support for students. The school was proactive with Tier 1 mental health support. The school also utilized the Ruler curriculum for social emotional learning. Teachers attended a conference to continue to integrate this curriculum next year. Several student events took place such as student culture activities, monthly assemblies, student spotlight awards/recognitions, which positively impacts student engagement. There was a high turnout for athletics offerings at the school, especially with basketball. In terms of attendance support, the Attendance/Engagement Coordinator was effective in identifying students with high absences and trancies and facilitating SART meetings with students. In terms of Operations and Facilities, several repairs took place to update the school, including playground surfaces and carpets in the classroom. The Director of Operations also installed a new security system that protects the school's front door entry as well as placing columbine locks on all doors on campus.

Challenges

Attendance continues to be an area of identified need for the school. The school will be updating its attendance policy so that we can be more proactive in our communication with families regarding attendance.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 1 Mental Health estimated actuals (\$202,862) were lower than the budgeted expenditures (\$364,010) due to shifting the counselor to Goal 1 Action 2 to cover the increased Supplemental and Concentration funding.

Action 3 Student Culture Activities, Athletics, and Events estimated actuals (\$151,060) were higher than the budgeted expenditures (\$104,880) due to increased field trips, offset by local revenue.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

As mentioned above in Goal 1, it is important to exercise caution when comparing the 2023 Dashboard to previous Dashboards based on the schools merging and overall grade levels served.

The Attendance Support action was partially effective as evidenced by the chronic absenteeism rates on the Dashboard compared to that of the state average. The Academy of Alameda's Chronic Absenteeism rate is lower than the state average for all students, SED students and students with disabilities. The school will continue to focus on the importance of being a "good attendance" school in 2024-25 in order to decrease the chronic absenteeism rate.

The Restorative Justice initiative is effective as evidenced by the Suspension Rate on the California Dashboard. The school maintains a lower Suspension rate compared to the state average for all students and student groups. In addition, the Expulsion Rate and Middle School dropout rate is at 0%.

The Mental Health, Social Emotional Learning, and Student Culture Activities, Athletics, and Events were effective given the survey results for school climate. School safety ratings stayed the same from the previous year (78%). The school saw a 6% increase in student’s school climate ratings (74%). Lastly, students' ratings in their sense of belonging at the school increased by 10% from the previous year with 79% of students responding favorably.

The Operations and Facilities action was partially effective as evidenced by a “Fair” good repair rating. The school has continued working to address its needs in terms of a needed water/refill station, an additional bathroom, leak repairs in building, blacktop resurfacing and painting, fence repair and playground surface repairs.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no planned changes to the overall goal.

In terms of the Attendance Support action, the school will implement a Good Attendance Initiative that focuses on improving attendance and reducing absences and trancies.

There are no changes to metrics in Goal 2.

The desired outcomes have been adjusted to create realistic three year targets based on the baseline data for the new 24-25 LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goal 3

Goal #	Description
3	Two-Way Communication and Effective Family Engagement: Provide transparent communication to our families through effective two-way communication that allows all families the ability to provide input and feedback on the school's program, and provides them a variety of opportunities to engage in the school and their children's education.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
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<p>% of families responding favorably to questions on school climate, school fit, sense of belonging, and feeling welcome</p>	<p>Families feel welcome 4.4 (on 5-point scale) SY 20-21 Two-Way Communication Satisfaction 4.4 (on a 5-point scale) SY 20-21 Families feel connected to school mission, value, and values 4.2 (on 5-point scale) SY 20-21 Families feel informed on the school's current news, activities, and decisions 4.4 (on a 5-point scale) SY 20-21 I feel updated on my child's learning and progress 3.6 (on a 5-point scale)</p>	<p>In the 21-22 school year we used a different survey than the one used in the 20-21 school year.</p> <p>School Climate = 96% favorable School Fit = 92% favorable School Safety = 85% favorable</p> <p>85% of respondents feel a sense of belonging in the school community 91% of respondents feel welcome 95% of respondents feel the school is preparing their child academically for the next school year</p>	<p>School Climate: 86% School Fit: 86% Sense of Belonging: 81% Feel Welcome: 90%</p> <p>Data Year: 2022-23 Data Source: Local Family Survey</p>	<p>School Climate: 94% School Fit: 83%</p> <p>Data Year: 2023-24 Data Source: Local Family Survey</p>	<p>Maintain or increase 2% from baseline</p> <p>Data Year: 2023-24 Data Source: Local Family Survey</p>
<p>Response Rate (Percentage of families who respond to Fall and Spring Family Surveys)</p>	<p>Create Baseline in Fall, 2021/22</p>	<p>31% (K-8)</p>	<p>% Data Year: 2022-23 Data Source: Local Family Survey</p>	<p>166 Respondents Data Year: 2023-24 Data Source: Local Family Survey</p>	<p>Increase by 20% (From baseline)</p> <p>Data Year: 2023-24 Data Source: Local Family Survey</p>

Representation of families who respond to the Family Survey: Race/Ethnicity, Language, Socioeconomic Status	Create Baseline in Fall, 2021/22	<p>Race/Ethnicity Asian = 30% Black/African-American = 7% Latinx = 8% White 35% Two or More Races = 13% Other = 4%</p>	<p>Race/Ethnicity Asian = % Black/African-American = % Latinx = % White % Two or More Races = % Other = %</p>	<p>Race/Ethnicity Asian = 26% Black/African-American = 14% Latinx = 8% White 33% Two or More Races = 9% Other = 6%</p>	<p>Equal representation of identified respondent groups (race/ethnicity etc) + or - 5%</p> <p>Data Year: 2023-24 Data Source: Local Family Survey</p>
		<p>Language Chinese = 5% English = 80% Spanish = 5% Other = 7%</p>	<p>Language Chinese = % English = % Spanish = % Other = %</p>	<p>Language Arabic = 4% Chinese = 4% English = 58% Spanish = 7% Tagalog = 4% Other = 23%</p>	
		<p>Socioeconomic Status 0-\$49,999 = 19% \$50,000-\$99,999 = 27% \$100,000-\$149,999 = 20% \$150,000-\$199,999= 16% \$200,000 and up = 19%</p>	<p>Socioeconomic Status 0-\$49,999 = % \$50,000-\$99,999 = % \$100,000-\$149,999 = % \$150,000-\$199,999= %</p>	<p>Data Year: 2023-24 Data Source: Local Family Survey</p>	
			<p>Data Year: 2022-23 Data Source: Local Family Survey</p>		

Track the annual percentage rate of parents/guardians of English Learners (by grade level) who attend at least two DELAC/ELAC meetings during the year.	Create Baseline in Fall, 2021/22	Will start in Fall 2022	Kindergarten: % First: % Second: % Third: % Fourth: % Fifth: % Sixth: % Seventh: % Eighth: % Data Year: 2022-23 Data Source: DELAC Sign-in sheets	Metric updated to better reflect participation and input Data Year: 2023-24 Data Source: Local Family Survey	Increase the participation rate (percentage) by 5% annually. Data Year: 2023-24 Data Source: DELAC Sign-in sheets
Evaluate the ELAC's perception (Using a 5 pt. rubric) of their efficacy to provide input and feedback that shapes the annual DELAC/ELAC plans for each school.	Create Baseline in Fall, 2021/22	Will start in Fall 2022	Data Year: 2022-23 Data Source: DELAC Perception Survey	Metric updated to better reflect participation and input Data Year: 2023-24 Data Source: Local Family Survey	Improve the groups self-perception rating by .5% Data Year: 2023-24 Data Source: Local Data

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Overall, the actions designed to support achievement of Goal 3 was planned and implemented.

Successes:

There was an increase in family events at the school this year, including the Festival of Cultures, Parent Coffee events, Gardening Day (which supported the Facilities action in Goal 1 where several parents volunteered), and the Parent Night out event. Many of these had a parent team that supported the event. A middle school parent volunteer group was established. The school also created a new website with a dedicated social media staff.

Challenges:

Despite the amount of events and opportunities to engage at and with the school, participation continues to be a focus for the school for next year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 1 Parent/Family Communication estimated actuals (\$104,096) were lower than the budgeted expenditures (\$134,780) due to staff transitions and the timing with hiring resulting in cost savings.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The Parent/Family Communication and Family Engagement Events and Committees actions were effective given the family survey results. The percent of families responding favorably to questions on school climate increased by 8% from the previous year (86% to 94%).

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no planned changes to the overall goal.

The action descriptors will include its social media platforms, new engagement events and the middle school Parent Volunteer group.

The school will change the response rate percentage metric on surveys to a “goal number of responses” in 2024-25. The school will remove two metrics in regards to meetings and perception rates since the family survey is disaggregated by language to better capture English Learner response.

The desired outcomes have been adjusted to create realistic three year targets based on the baseline data for the new 24-25 LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.

- When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Academy of Alameda	Christine Chilcott Executive Director	cchilcott@aoaschools.org (510) 748-4017

Plan Summary 2024-25

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Academy of Alameda was formerly two separate schools: The Academy of Alameda Middle School and The Academy of Alameda Elementary School. The schools were approved to merge by their authorizer - the Alameda Unified School District - beginning July 1, 2022. The new school is known as The Academy of Alameda and serves students in grades TK through 8. The Academy of Alameda is governed by The Academy of Alameda - a public Charter Management Organization (CMO), which has its own Board of Directors. The Academy of Alameda is in the top 1% of diverse schools in California serving six subgroups that account for over 5% of the population and is currently in its 12th year of operation.

In 2023-24, The Academy of Alameda School served 620 diverse students with 19.2% identifying as Asian, 20.3% as Hispanic or Latino, 16.8% as White, 13.9% as Two or more Races, 19.4% as African American or Black, 6% as Filipino, and 1% as Native Hawaiian or Pacific Islander. The school serves students with diverse needs as well with 12.7% of students identified as English learners, 57.6% as socioeconomically disadvantaged, and 12.4% qualifying for special education services. The LCFF Unduplicated percentage is approximately 62%.

The Academy of Alameda organizes its program and resources to meet both its mission and envisioned future. The Academy of Alameda's Mission is to equitably develop students into critical thinkers and life-long learners who navigate the world with integrity and who apply their learning to empower themselves and their communities. The Academy of Alameda envisions a future where all students are successful, and their destinies are not determined by their demographics. Since inception, The Academy of Alameda has been committed to transforming education so that all of its students are successful at a high level - academically, socially-emotionally, and behaviorally. In order to fulfill its mission and envisioned future, the Board of Directors, leadership and staff have been committed to building strong relationships in and between staff, students, and families, distributing resources equitably, implementing a rigorous and engaging academic program that imbeds social justice and culturally relevant curriculum, and supporting the development of students' social emotional skills so that they are successfully prepared for the current and following school years.

The purpose of this Local Control Accountability Plan (LCAP) is to address the School Plan for Student Achievement (SPSA) for The Academy of Alameda which is the Schoolwide Program; herein referred to as the LCAP. The Charter School's plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: Goal 1: Effective Instruction, Challenging Curriculum, and Enrichment Opportunities: Increase the academic outcomes of all students by providing them with multiple pathways to be successful through a culturally responsive and deeply engaging education. Goal 2: Empower Students and Eliminate Barriers: Implement comprehensive social-emotional programs that foster a sense of belonging and cultivate successful student outcomes and school engagement. Goal 3: Two-Way Communication and Effective Family Engagement: Provide transparent communication to stakeholders through effective two-way communication that develops an inclusive family involvement plan where all members have the opportunity to connect and provide feedback, and to get involved both at the school level and/or directly with their child's education.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The Academy of Alameda Elementary School and The Academy of Alameda Middle School were approved by their authorizer to merge as a K-8 school (The Academy of Alameda) for the 2022-23 school year. 2022-23 CAASPP Results and the 2023 California Dashboard outcomes are now based on K-8 grade spans. Previous years data (2022 and prior) for CAASPP results for The Academy of Alameda are from The Academy of Alameda Middle School (6-8). For the 2023 California Dashboard, calculations for change for performance levels (colors) are based on comparing The Academy of Alameda (K-8) with The Academy of Alameda Middle School (6-8). Therefore, it is important to exercise caution when comparing the 2023 Dashboard to previous Dashboards based on the schools merging and overall grade levels served.

IDENTIFIED PROGRESS

State Indicators

For Academic Performance in ELA, The Academy of Alameda was 13.5 points above standard and received a Green performance level. The following student groups received a Green or Blue performance level: Asian (+31.9 points), Two or More Races (+29.7 points), and White (+52.6 points).

For Academic Performance in Math, The Academy of Alameda was 16.2 points above standard and received a Green performance level. The following student groups received a Blue performance level: Asian (+27.4), Two or More Races (+3.2), and White (+17.7). In addition, the following student groups received a Yellow performance level for maintaining their distance from standard (DFS) from the previous year: English Learners (53.6 points below), Hispanic (36.5 points below) and SED (45.1 points below).

For Chronic Absenteeism, 21.8 % of all students were chronically absent and received a Yellow performance level. The school decreased its chronic absence for the following student groups: African American (28%), Hispanic (27.9%), Two or More Races (21.2%), Students with Disabilities (29.6%), White (21.4%), Asian (10.9%) and socioeconomically disadvantaged students (27.5%).

Local Indicators

All state-mandated local indicator requirements were met.

IDENTIFIED NEEDS

State Indicators

For Academic Performance in ELA, Students with Disabilities received a Red performance level due to a decline of 14.8 points (79.7 points below standard). The following student groups received an Orange performance level: African American (49.3 points below), English Learners (27.1 points below), Hispanic (12 points below) and Socioeconomically Disadvantaged (16.1 points below).

For Academic Performance in Math, Students with Disabilities received a Red performance level and was 119.4 points below standard. African American students received an Orange performance level and was 95.6 points below standard.

For the English Learner Progress Indicator, the school received an Orange performance level for 50% of ELs making progress towards English language proficiency. It is important to note that despite a 38.2% decline from the previous year, with the combining of the Elementary and Middle Schools in the previous academic year, the comparison used on the Dashboard was based on Academy of Alameda Middle school being compared to all English Learners in K-8.

Despite maintaining chronic absenteeism rates from the previous year for all students, the school continues to focus on Chronic Absenteeism. English Learners (28.1%) received a Red Performance Level. The following student groups received an Orange performance level, despite a decline in rates: African American (28%), Hispanic (27.9%), Two or More Races (21.2%), Students with Disabilities (29.6%), and White (21.4%).

The school received an Orange performance level for Suspension Rate with 3.1% of students suspended at least one day. The following student groups received an Orange performance level as well: English Learners (3.3%), Hispanic (3.1%), Two or More Races (3%), SED (4.4%) and SWD (4.8%).

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not Applicable

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Academy of Alameda is a single school LEA that is not eligible for comprehensive support and improvement.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not Applicable

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not Applicable

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Parents	The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the parent advisory council which will include parents of English Learners. The parent advisory council will meet four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the council. The number of parents will exceed or be equal to the number of total staff members. The council will discuss academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. Parents and families also participate in an annual survey which provides feedback on the goals and services.
Teachers, administrators, and other school personnel	The teachers, staff and administrators actively participate in the decision making process throughout the year and during LCAP workshops. The decisions will take into account the needs of The Academy of Alameda based on student achievement data to include SBAC, ELPAC, and interim assessment data, cumulative assessments, and attendance and student demographic data to include the significant subgroups of Latino, Black or African American, White, socioeconomically disadvantaged, students with disabilities, and English Learners. This student achievement data and student demographic data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services. The teachers and staff also participate in an annual survey which provides feedback on the goals and services.
Students	Students participate in an annual survey in the spring which provides feedback on the goals and services.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Based on the feedback of our educational partners, the focus will be on strengthening existing systems as a school serving TK-8 versus a separate elementary school and middle school. In addition, the school will focus on continuing to serve the higher population of students with IEPs. Chronic absenteeism and being a good attendance school will also be an area for continued progress for the coming year. Finally, finding ways to continue to engage family participation will also be a focus for the year.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Effective Instruction, Challenging Curriculum, and Enrichment Opportunities: Increase the academic outcomes of all students by providing them with multiple pathways to be successful through a culturally responsive and deeply engaging education.	Broad

State Priorities addressed by this goal.

Priority 1 Basic Services, Priority 2 Implementation of State Standards, Priority 4 Student Achievement, Priority 7 Course Access, Priority 8 Pupil Outcomes

An explanation of why the LEA has developed this goal.

The Academy of Alameda is very proud of each student’s achievements. There is still great need for increased academic achievement for all students and all subgroups of students. By providing highly qualified staff including administrators, teachers and aides supported by professional development, a Multi-Tiered System of Supports including an English Language Development program, special education services, and high-quality instructional materials, supplies, and technology we believe that students will have the necessary resources to demonstrate academic gains on the assessments listed below. In both the Middle and Elementary Schools, we know that differentiation will be essential, especially in math classes, as students will be coming in at different levels.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
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1.1	<p>CAASPP proficiency ELA - % Met/Exceeded the Standard for all students and all numerically significant subgroups</p> <p><i>Data Source: DataQuest CAASPP Test Results</i></p>	<p>All Students 56.1% SED: 42.3% EL: 17.1% SPED: 19.2% Asian: 61.3% Black: 33.7% Filipino: 73.3% Hispanic: 47.3% White: 72.8% Two or More Races: 58.6%</p> <p>Data Year: 2022-23</p>			<p>All Students 60% SED: 46% EL: 21% SPED: 23% Asian: 65% Black: 38% Filipino: 76% Hispanic: 51% White: 75% Two or More Races: 60%</p> <p>Data Year: 2025-26</p>	N/A for 2024
1.2	<p>CAASPP proficiency Math- % Met/Exceeded the Standard for all students and all numerically significant subgroups</p> <p><i>Data Source: DataQuest CAASPP Test Results</i></p>	<p>All Students: 46.3% SED: 34.3% EL: 17.1% SPED: 5.8% Asian: 62.7% Black: 17.9% Filipino: 50.0% Hispanic: 39.8% White: 58.7% Two or More Races: 55.7%</p> <p>Data Year: 2022-23</p>			<p>All Students: 50% SED: 38% EL: 21% SPED: 10% Asian: 66% Black: 22% Filipino: 54% Hispanic: 44% White: 53% Two or More Races: 59%</p> <p>Data Year: 2025-26</p>	N/A for 2024

1.3	<p>CA Science Test (CAST) % Met/Exceeded standard for all students and all numerically significant subgroups</p> <p><i>Data Source: DataQuest CAASPP Test Results</i></p>	<p>All students 41.6% SED 30.6% EL 7.1% SPED 15.8% Asian 27.3% Black 19.4% Hispanic 38.9% White 58.5% Two or more races 56.5%</p> <p>Data Year: 2022-23</p>			<p>All students 45% SED 34% EL 11% SPED 20% Asian 32% Black 23% Hispanic 43% White 62% Two or more races 60%</p> <p>Data Year: 2025-26</p>	N/A for 2024
1.4	<p>STAR ELA - % of students meeting growth goals</p> <p><i>Data Source: Local Data STAR</i></p>	<p>Not Yet Available</p> <p>Data Year: 2023-24</p>			<p>Baseline + 5% growth</p> <p>Data Year: 2026-27</p>	N/A for 2024
1.5	<p>STAR Math - % of students meeting growth goals</p> <p><i>Data Source: Local Data STAR</i></p>	<p>Not Yet Available</p> <p>Data Year: 2023-24</p>			<p>Baseline + 5% growth</p> <p>Data Year: 2026-27</p>	N/A for 2024
1.6	<p>STAR Early Reading Assessment (K-2)</p> <p><i>Data Source: Local Data STAR</i></p>	<p>Not Yet Available</p> <p>Data Year: 2023-24</p>			<p>Baseline + 3% growth</p> <p>Data Year: 2026-27</p>	N/A for 2024

1.7	ELPI - % of English Learners improving on the ELPAC <i>Data Source: CA School Dashboard</i>	50% Data Year: 2022-23			>55% Data Year: 2025-26	N/A for 2024
1.8	% of LTEL scoring at Level 3 and 4 on ELPAC <i>Data Source: ELPAC Results</i>	12.5% Data Year: 2022-23			16% Data Year: 2025-26	N/A for 2024
1.9	EL Reclassification rate <i>Data Source: DataQuest - Annual Reclassification (RFEP) Counts and Rates</i>	20.8% Data Year: 2021-22			>10% Data Year: 2025-26	N/A for 2024
1.10	% of teachers properly credentialed and appropriately assigned <i>Data Source: SARC</i>	95.7% Data Year: 2021-22			100% Data Year: 2024-25	N/A for 2024

1.11	<p>% of students with access to their own copies of standards-aligned instructional materials for use at school and at home</p> <p><i>Data Source: SARC</i></p>	<p>100%</p> <p>Data Year: 2023-24</p>			<p>100%</p> <p>Data Year: 2026-27</p>	N/A for 2024
1.12	<p>Implementation of standards for all students and enable ELs access to CCSS and ELD standards</p> <p><i>Data Source: 2023 CA Dashboard Local Indicators</i></p>	<p>Full Implementation and Sustainability for all CCSS and ELD standards</p> <p>Data Year: 2023-24</p>			<p>Full Implementation and Sustainability for all CCSS and ELD standards</p> <p>Data Year: 2025-26</p>	N/A for 2024
1.13	<p>% of students, including unduplicated pupils and individuals with exceptional needs, that have access to and are enrolled in a broad course of study</p> <p><i>Data Source: Local Indicator - Master Schedule in SIS</i></p>	<p>100%</p> <p>Data Year: 2023-24</p>			<p>100%</p> <p>Data Year: 2026-27</p>	N/A for 2024

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not applicable. This is addressed in the Annual Update. This prompt will be addressed starting in the 25-26 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not applicable. This is addressed in the Annual Update. This prompt will be addressed starting in the 25-26 LCAP.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not applicable. This is addressed in the Annual Update. This prompt will be addressed starting in the 25-26 LCAP.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not applicable. This is addressed in the Annual Update. This prompt will be addressed starting in the 25-26 LCAP.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
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1.1	Highly Qualified Staff	<p>We will continue to provide strong Tier 1 instruction across the curriculum in math, science, ELA, social studies, physical education, and electives. In addition, we will provide adequate supervision staffing, instructional support staffing, as well as staffing to maintain operations.</p> <p>In the Elementary School, we will have a ratio of 26:1 across K-5, TK 12:1 (24-25). In Kindergarten, dedicated Kindergarten Aides will make the ratio 13:1 in kindergarten classes. All lead teachers hold a credential from the State of California.</p> <p>In Middle School, we will have a ratio of 26:1 in all core classes and electives, with rotating Aides to support classrooms. All lead teachers hold a credential or are in the process of clearing their credentials from the State of California.</p>	\$5,941,876	No
1.2	Multi-Tiered Systems of Support	<ul style="list-style-type: none"> ● We will continue to provide targeted Tier 2 and Tier 3 supports to students including the following: ● We utilize EdEfficiency (MS), a web-based program, to support monitoring and scheduling prioritization for Tier 2 support. ● The Math Support Specialist will be assigned to specific math classes with higher academic support needs. These math aides will work with math teachers to look at student data from STAR testing and teacher-created formative and summative assessments to pull small groups for targeted intervention connected to specific skills and learning targets. This will allow us to increase access to grade-level material for all students, while also targeting any gaps in math skills that will lead to learning acceleration. Math aides will also provide 1:1 support to students who need additional support at lunch and after school. ● Two Literacy Aides in the elementary school program who will support students with researched based phonics instruction in a differentiated setting. In addition, one Math Aide supports students with learning gaps in math. ● Math Support Specialist (Grades 6-8) will work with Math teachers with tutorial time, running small groups, and working in conjunction with the 6th grade math teacher 	\$251,853	Yes

1.3	Instructional Materials, Supplies, and Technology	<ul style="list-style-type: none"> • We provide high-quality instructional materials and supplies to students to ensure quality instructional experiences. In addition, we provide additional materials requested by teachers to support their work with students. We provide technology to support learning, including classroom Chromebook carts, document cameras, and projectors for all teachers. We work with Techabee to provide additional support for software and hardware. • Elementary School: SIPPS, Making Meaning and Being a Writer (K-1), Wit and Wisdom, Eureka Squared, Zearn • In Middle School, we utilize a variety of curricular and instructional materials. This includes Open-Up Resources, Peer Teach, and Zearn Math curriculum, Language Live!, novels for literature circles and units of study in ELA and Social Studies, materials for science labs for our NGSS-aligned science courses, and curriculum for our Reading Lab intervention course. We also provide access to educational technology to enhance learning experiences and increase learning personalization in the classroom (SIPPS, Summit K12). We also provide our PE, Music, Art, and Technology elective teachers with a budget to provide high-quality and engaging materials for students. We utilize EdEfficiency, a web-based program, to support scheduling prioritization for Tier 2 support. 	\$342,782	No
1.4	Professional Education	<ul style="list-style-type: none"> • The school provides opportunities for professional development throughout the school year. We believe that strong, ongoing professional development and planning is key to student success. This includes curriculum training and consulting, and education conferences. Additionally, Principals receive coaching through UC Berkeley. • Specifically in the Middle School, we are pursuing several strands of professional development for teachers and staff in order to make sure we are increasing intellectual achievement and providing multiple pathways to success. One important strand of professional development relates to the implementation of deeper learning, student-centered instructional models, and competency-based grading. We are partnering with Building 21, an organization supporting our implementation of these initiatives. 	\$69,735	No

1.5	English Language Development	<ul style="list-style-type: none"> ● Summit K-12 - small tutorial group, individualized support; Work 1:1 or in small groups with students during the Middle School flex Tutorial period. ● Continue implementation of the Project GLAD model and other high-leverage strategies and teaching strategies through Professional Development and teacher coaching. ● We provide a structured English Immersion program to support English learners in acquiring academic and conversational English. The Emerging Bilingual Coordinator coordinates and strengthens the Emerging Bilingual Student Support program through the following actions: ● Work with parents/guardians of our emerging bilingual students through the ELAC structure to provide additional support and to get feedback on our EL program. (Dean of Academics) ● EL Support embedded in curriculum and support systems (professional development, planning, ensuring ELs have access to curriculum (front loading vocabulary) ● New students are identified in the enrollment process; the ELPAC provides reclassification data for current ELs ● Long Term English Learner Support - AOA will monitor Long Term English Learner data to identify LTELs at the beginning of the year to provide supports and ensure they are making progress towards English language proficiency. Students and parents will receive information about the importance of taking and trying one's best on the ELPAC, so that students can move towards qualification for reclassification as fluent English proficient. 	\$92,257	Yes
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1.6	Special Education	<ul style="list-style-type: none"> ● The Academy continues to enroll and support students with disabilities with focused services. The Academy ensures that a free and appropriate education is provided to all students with exceptional needs. The Academy provides related services, such as Speech, OT/AT, DHH, and APE, by hiring credentialed or licensed providers through private agencies or independent contractors. Specialized Academic Instruction is provided by our three Education Specialists in the Middle School, and two Education Specialists in the Elementary School. Special Education Instructional Aides support general education teachers with the implementation of students' accommodations, and provide some targeted specialized academic instruction under the direct supervision of the Education Specialists. One-to-one Instructional Aides will be hired as needed, as documented in students' IEPs. ● To continue to strengthen our full inclusion program, Education Specialists will continue to receive training through the SELPA regarding IEP goal writing and Universal Design for Learning (UDL) techniques to support the collaboration with general education teachers. Instructional Aides will take part in weekly professional development meetings to increase their positive impact in supporting students with disabilities in general education classes. As a part of our Special Education plan, the SPED department will continue to engage in co-teaching training and exploration in order to better support students with disabilities in general education classrooms, as well as all students through increased support for differentiation. Education specialists and general education teachers will engage in increased collaborative planning time. ● Our Extended Year Programs are offered for students with IEPs through our SPED department as needed. ● Small groups, 1-1 push in, pull out supports; aides support students IEP ● Looking at different curriculum, goal writing platform (SPED) ● Ed Specialist providing additional reading supports (curriculum) 	\$312,033	No
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1.7	After School, Summer, & Extended Year Programs	<ul style="list-style-type: none"> • Our afterschool program runs from 3:30pm to 6:00pm five days a week. Students in the afterschool program receive homework support and can take enrichment classes offered by our afterschool staff, such as art, basketball, and entrepreneurship. Some of our afterschool staff work as campus supervisors during the school day to increase the connection between the regular school day and the after-school program. • In addition to our afterschool program, the school will offer afterschool enrichment programs to our students to enhance what we offer during the school day. Sports camp • Our after-school staff also runs our summer program for approximately 6 weeks during the summer. This program focuses on academic and enrichment opportunities for students. • For the Middle School, we utilize the ASES (middle school) grant to offer the program at a low cost to our families. • Expanding Learning Opportunities Program grant (TK-8) 	\$523,220	No
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Goal 2

Goal #	Description	Type of Goal
2	Empower Students and Eliminate Barriers: Implement comprehensive social-emotional programs that foster a sense of belonging and cultivate successful student outcomes and school engagement.	Broad

State Priorities addressed by this goal.

Priority 1 Basic, Priority 5 Student Engagement, Priority 6 School Climate

An explanation of why the LEA has developed this goal.

The Academy of Alameda knows that a positive school culture has a significant impact on both the learning environment and the way students experience school including their social emotional and behavioral development. We saw an increase in truancy and chronic absenteeism over the last several years and we added staff capacity to support attendance and family engagement in 2023-24. We believe that by providing mental health services, social emotional learning curriculum and opportunities, Student Activities, Athletics, and Events, attendance support, and a restorative justice program to support positive behaviors the school culture will improve as indicated by the metrics below.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Attendance Rate <i>Data Source: P-2 Attendance Report</i>	92.97% Data Year: 2023-24			96% Data Year: 2026-27	N/A for 2024
2.2	Chronic Absence Rate for all students and all numerically significant subgroups <i>Data Source: CA School Dashboard</i>	All 21.8% EL 28.1% SED 27.5% SWD 29.6% African American: 28.0% Asian 10.9% Hispanic/Latino 27.9% Two/More Races 15.1% White 21.4% Filipino 15.8% Data Year: 2022-23			All 15% EL 23% SED 22% SWD 24% African American: 23% Asian 5% Hispanic/Latino 22% Two/More Races 10% White 16% Filipino 10% Data Year: 2025-26	N/A for 2024

2.3	<p>Suspension Rate for all students and all numerically significant subgroups</p> <p><i>Data Source: CA School Dashboard</i></p>	<p>All Students 3.1% EL 3.3% SED 4.4% SWD: 4.8% African American 6.4% Asian 0% Filipino 7.9% Hispanic 3.1% Two or More Races 1.2% White 1.6%</p>			<p><1%</p> <p>Data Year: 2025-26</p>	N/A for 2024
2.4	<p>Expulsion Rate for all students and all numerically significant subgroups</p> <p><i>Data Source: DataQuest Expulsion Rate</i></p>	<p>0%</p> <p>Data Year: 2022-23</p>			<p>0%</p> <p>Data Year: 2025-26</p>	N/A for 2024
2.5	<p>Middle School Dropout Rate</p> <p><i>Data Source: CALPADS Fall 1 Report 8.1c</i></p>	<p>0%</p> <p>Data Year: 2023-24</p>			<p>0%</p> <p>Data Year: 2025-26</p>	N/A for 2024
2.6	<p>Facilities meet the “good repair” standard</p> <p><i>Data Source: SARC</i></p>	<p>Condition: Fair</p> <p>2022-23 SARC (published in 2024)</p>			<p>Met: Good</p> <p>Data Year: 2025-26</p>	N/A for 2024

2.7	% of students who respond favorably to questions about school safety, school climate, and sense of belonging <i>Data Source: Panorama Survey</i>	School Safety: 78% School Climate: 74% Sense of Belonging: 79% Data Year: 2023-24			Baseline +5% growth Data Year: 2026-27	N/A for 2024
2.8	% of families who respond favorably to questions about school safety <i>Data Source: Panorama Survey</i>	92% Data Year: 2023-24			85% Data Year: 2026-27	N/A for 2024

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

To be completed in 2025

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

To be completed in 2025

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

To be completed in 2025

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

To be completed in 2025

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Mental Health	Providing mental health support, social-emotional learning opportunities, and creating a strong school culture are critical components of our school plan to make sure that students are able to get the support they need to make sure they can engage in learning. We have school counselors at both the Elementary and Middle School levels, who provide counseling support to students on both a regular and drop-in basis. We also have a K-8 mental health clinician who provides counseling to students who require additional mental health services. In addition, we partner with a non-profit, A Better Way, to provide an additional mental health clinician who supports students who qualify for MediCal. All of these support providers work together on our Counseling Team to coordinate support for new student referrals and to provide opportunities for thought partnership and support for specific students. We also employ a part-time Nurse to provide health care support to students.	\$311,550	No

2.2	Social Emotional Learning	<ul style="list-style-type: none"> ● We believe that maintaining a strong social-emotional learning program is critical for student success. We use the Panorama Student Culture survey as a universal screener to determine areas of success and growth for students. Both the Elementary and Middle Schools are implementing social-emotional learning curriculum. ● In Elementary School, we will continue to utilize the RULER curriculum for socio-emotional learning. ● In Middle School, we utilize our flex period for advisory. Teachers will implement a new, teacher-driven SEL curriculum. In the Middle School, our counseling team and other staff members hold groups for students based around common identity or issues that emerge. ● 	\$61,322	No
2.3	Student Culture Activities, Athletics, and Events	<ul style="list-style-type: none"> ● We will support a variety of school culture events and programs to build and maintain positive school culture and opportunities for joy. We have created a yearlong culture calendar that includes heritage months, regular school culture activities, such as spirit weeks, assemblies, student recognition opportunities, and dances, as well as other fun activities spread throughout the school year. Our School Culture Leadership Team, led by our Counselor and Dean of Students, will implement these activities. The School will continue to provide enrichment and community-building field trips for students. ● In the Middle School, we provide a sports program, through a partnership with the Alameda Education Foundation. We have volleyball, basketball, and track teams that compete with students at other local middle schools. These teams practice and have games after school. ● Student merchandise is available to students to increase school representation and promote school culture and student togetherness. ● Emerging bilingual students will have a group that meets monthly to help them create a positive identity as a bi- or multilingual person through activities that celebrate multilingualism. 	\$101,245	No

2.4	Attendance Support	<ul style="list-style-type: none"> The school will provide an Attendance/Engagement Coordinator who will work with our Middle and Elementary schools. This person will pull and review attendance data and follow up with students and families to provide support to increase attendance. This person will also schedule and facilitate SART meetings. In addition, we are updating our attendance policy so that we can be more proactive in our communication with families regarding attendance. The school will implement a Good Attendance Initiative that focuses on improving attendance and reducing absences and truancies. 	\$64,400	Yes
2.5	Restorative Justice	We have a Dean of Students at both the Elementary and Middle School levels, as well as a Restorative Justice Coordinator in the Middle School. These staff members create positive school culture opportunities for students, create and maintain behavior support plans for specific students, support teachers with behavior and classroom management, and respond to behavioral incidents.	\$90,364	No
2.6	Operations and Facilities	We commit to maintaining a safe, up-to-date facility that is adequate for student learning and creates a space that enhances school culture and student learning. This includes rent, custodial staff, utilities, repairs, maintenance, and beautification projects. This also includes operations staff.	\$1,713,253	No

Goal 3

Goal #	Description	Type of Goal
3	Two-Way Communication and Effective Family Engagement: Provide transparent communication to our families through effective two-way communication that allows all families the ability to provide input and feedback on the school's program, and provides them a variety of opportunities to engage in the school and their children's education.	Broad

State Priorities addressed by this goal.

Priority 3 Parental Involvement and Family Engagement

An explanation of why the LEA has developed this goal.

We believe that all our students will have higher academic, social, emotional, and behavioral outcomes when our families are connected to each other and to our staff, feel welcome on campus, and have the opportunity to provide input and feedback on key elements of our program. This involves effective two-way communication with our families and provides them with multiple entry points to get involved at the school level and with their own children.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	% of families responding favorably to questions on school climate, school fit, sense of belonging, and feeling welcome <i>Data Source: Panorama Survey</i>	School Climate: 94% School Fit: 83% Data Year: 2023-24			85% Data Year: 2026-27	N/A for 2024
3.2	Number of Responses to Spring Family Survey Goal <i>Data Source: Panorama Survey</i>	166 Respondents Data Year: 2023-24			175 respondents Data Year: 2026-27	N/A for 2024

3.3	<p>Representation of families who respond to the Family Survey: Race/Ethnicity, Language, Socioeconomic Status</p> <p><i>Data Source: Panorama Survey</i></p>	<p>Race/Ethnicity Asian = 26% Black/African-American = 14% Latinx = 8% White 33% Two or More Races = 9% Other = 6%</p> <p>Language Arabic = 4% Chinese = 4% English = 58% Spanish = 7% Tagalog = 4% Other = 23%</p> <p>Data Year: 2023-24</p>			<p>Equal representation of identified respondent groups (race/ethnicity etc) + or - 5%</p> <p>Data Year: 2026-27</p>	N/A for 2024
3.4	<p>Percentage of parents participating in Parent Teacher Conferences, including Students with Disabilities and English Learners</p> <p><i>Data Source: Local Data</i></p>	<p>74.5%</p> <p>Data Year: 2023-24</p>			<p>80%</p> <p>Data Year: 2026-27</p>	N/A for 2024

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

To be completed in 2025

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

To be completed in 2025

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

To be completed in 2025

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

To be completed in 2025

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
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3.1	Parent/Family Communication	<ul style="list-style-type: none"> ● We utilize multiple methods of communication to keep our families informed and to respond to questions. We have two front office staff members, an Office Manager and Office Assistant, who greet families and respond to questions. The Elementary and Middle School Principals send weekly newsletters through ParentSquare to update families on what is happening in the classroom and to share information about upcoming events. We also utilize ParentSquare groups to use to communicate to specific groups, such as athletic teams, or the students in the school play. Teachers also use ParentSquare to communicate information to families about their specific classes or to make requests of families, such as reminding students to complete an assignment or volunteer for a field trip. ParentSquare sends emails, text messages, and robocalls. We use SchoolMint to communicate with families during the enrollment process. Additionally, the school also utilizes social media platforms to keep families informed. ● We also use our school website to communicate information and to share important documents, such as our LCAP, with families. Families can use our website to find the school calendar and to get contact information for specific staff members. ● As we have a wide variety of languages spoken in our community, we hire translators for meetings, such as IEPs, SSTs, and conferences to make sure communication is clear. We utilize the translation feature in ParentSquare when sending messages. When there is an important document being sent, we hire a translation service, use staff with knowledge, or Google Translate to translate the document. 	\$68,723	No
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3.2	Family Engagement Events and Committees	<ul style="list-style-type: none"> ● Families’ voices informed the school’s Strategic Planning Process. This effort was led by an outside firm that supported the school’s 5-year Strategic Planning Process. Teachers, alongside parents and families provided input on strengths and areas of needs for the school through in-person interviews, small focus groups, surveys, information gathering (from parent, staff, teachers); after-school; flexible schedule; gathered input, then parent/teachers selected to work on in-person workshop on strategic plan. ● We hold a number of family engagement events throughout the year to support family education and to help families to connect to the school and each other. We hold school-wide events, including Back to School Night, Fall Festival, Spring Open House, Parent Coffee Events, Science Fair, Festival of Cultures and Field Day. These events include food provided to families and opportunities to connect with teachers and other staff members. We work with staff and parent volunteers to plan these events. We utilize part of our school culture budget to cover costs, including childcare, for these events. ● We hold parent education events in the evenings throughout the year. Topics covered include sessions on supporting students with executive functioning and study skills led by a local organization, understanding adolescent development and mental health, drug education, and meetings for specific grade-level families. These events include opportunities for families to connect with each other and the staff. We always solicit feedback from families after these events to help with our future planning. We also hold Middle School conferences for families to engage with teachers. ● We hold town halls as necessary to share information with families about any important planning or changes to our program. ● We have a Parent Volunteer Group in Middle School to help with school-wide events and parents also volunteer for Field Trip activities. ● Parents sit on the interview panel for principals. 	\$193,881	No
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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-25

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$768,608	\$-

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
12%	0%	\$0	12%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 Action 2	Low income students and English Learners received an Orange performance level on the CA Dashboard for ELA. Low income students were 16.1 points below standard and English Learners were 27.1 points below standard. .	The MTSS will provide targeted Tier 2 and Tier 3 supports to students. Edificancy will be used to support monitoring and scheduling prioritization for Tier 2 support. Literacy aides will support all students, including low income and English Learners, with research based phonics instruction in a differentiated setting.	1.1, 1.2 CAASPP Proficiency in ELA and Math 1.4, 1.5, 1.6 STAR ELA, Math and Early Reading Assessment
Goal 2 Action 4	Despite maintaining chronic absenteeism rates from the previous year for all students, the school continues to focus on Chronic Absenteeism. English Learners (28.1%) received a Red Performance Level. Low income students have a chronic absenteeism rate of 27.5%. Both rates are in the “Very High” status.	The Attendance/Engagement Coordinator will work with students with high absences and tardies, including low income and English Learners, through targeted support to increase attendance. The school will be implementing a “Good Attendance” initiative to improve attendance rates.	2.1 Attendance Rate 2.2 Chronic Absence Rate

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 1 Action 5	50% of English Learners are making progress towards English Language proficiency; 12.5% of Long-Term English Learners are scoring at a Level 3 and 4 on the ELPAC	The English Language Development action has been updated to address all levels of English Learners (from emerging, current, long-term) and the plan and supports in place. The school provides a structured English Immersion program to support ELs in acquiring academic and conversational English. EL Support is embedded in curriculum such as front-loading vocabulary. The school will also monitor LTEL data at the beginning of the year to identify those students and ensure they are making progress towards English Language proficiency.	1.7 ELPI 1.8 LTEL - % scoring at Level 3 or 4 1.9 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

The Academy of Alameda is a single school LEA with a less than 55% unduplicated pupil population that does not receive the additional concentration grant add-on funding.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

DRAFT

2024-25 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-25	\$ 6,409,690	\$ 771,343	12.034%	0.000%	12.034%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 7,972,998	\$ 1,675,746	\$ 970,353	\$ 265,100	\$ 10,884,196.64	\$ 8,610,747	\$ 2,273,449

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Highly Qualified Staff	All	No	LEA-wide	All	All	\$ 5,652,080	\$ (0)	\$ 3,903,614	\$ 609,931	\$ 970,353	\$ 168,182	\$ 5,652,080	0.000%
1	2	Multi-Tiered Systems of Support	All	Yes	LEA-wide	All	All	\$ 770,991	\$ -	\$ 770,991	\$ -	\$ -	\$ -	\$ 770,991	0.000%
1	3	Instructional Materials, Supplies, and Technology	All	No	LEA-wide	All	All	\$ -	\$ 277,747	\$ 277,747	\$ -	\$ -	\$ -	\$ 277,747	0.000%
1	4	Professional Education	All	No	LEA-wide	All	All	\$ -	\$ 73,775	\$ 73,775	\$ -	\$ -	\$ -	\$ 73,775	0.000%
1	5	Emerging Bilingual Support	English Learners	Yes	LEA-wide	English Learners	All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
1	6	Special Education	SWD	No	LEA-wide	N/A	All	\$ 639,512	\$ -	\$ -	\$ 542,594	\$ -	\$ 96,918	\$ 639,512	0.000%
1	7	After School, Summer, & Extended Year Programs	All	No	LEA-wide	All	All	\$ 523,220	\$ -	\$ -	\$ 523,220	\$ -	\$ -	\$ 523,220	0.000%
2	1	Mental Health	All	No	LEA-wide	All	All	\$ 410,717	\$ -	\$ 410,717	\$ -	\$ -	\$ -	\$ 410,717	0.000%
2	2	Social Emotional Learning	All	No	LEA-wide	All	All	\$ -	\$ 67,322	\$ 67,322	\$ -	\$ -	\$ -	\$ 67,322	0.000%
2	3	Student Culture Activities, Athletics, and Events	All	No	LEA-wide	All	All	\$ -	\$ 107,245	\$ 107,245	\$ -	\$ -	\$ -	\$ 107,245	0.000%
2	4	Attendance Support	All	Yes	LEA-wide	All	All	\$ 64,400	\$ -	\$ 64,400	\$ -	\$ -	\$ -	\$ 64,400	0.000%
2	5	Restorative Justice	All	No	LEA-wide	All	All	\$ 296,741	\$ -	\$ 296,741	\$ -	\$ -	\$ -	\$ 296,741	0.000%
2	6	Operations and Facilities	All	No	LEA-wide	N/A	All	\$ -	\$ 1,553,480	\$ 1,553,480	\$ -	\$ -	\$ -	\$ 1,553,480	0.000%
3	1	Parent/Family Communication	All	No	LEA-wide	N/A	All	\$ 253,086	\$ -	\$ 253,086	\$ -	\$ -	\$ -	\$ 253,086	0.000%
3	2	Family Engagement Events and Committees	All	No	LEA-wide	All	All	\$ -	\$ 193,881	\$ 193,881	\$ -	\$ -	\$ -	\$ 193,881	0.000%

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1,	Totals by Type	Total LCFF Funds
\$ 6,409,690	\$ 771,343	12.034%	0.000%	12.034%	\$ 835,391	0.000%	13.033%	Total:	\$ 835,391
								LEA-wide Total:	\$ 835,391
								Limited Total:	\$ -
								Schoolwide Total:	\$ -

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Highly Qualified Staff	No	LEA-wide		All	\$ -	0.000%
1	2	Multi-Tiered Systems of Support	Yes	LEA-wide	All	All	\$ 770,991	0.000%
1	3	Instructional Materials, Supplies, and Technology	No	LEA-wide		All	\$ -	0.000%
1	4	Professional Education	No	LEA-wide		All	\$ -	0.000%
1	5	Emerging Bilingual Support	Yes	LEA-wide	English Learners	All	\$ -	0.000%
1	6	Special Education	No	LEA-wide		All	\$ -	0.000%
1	7	After School, Summer, & Extended Year Programs	No	LEA-wide		All	\$ -	0.000%
2	1	Mental Health	No	LEA-wide		All	\$ -	0.000%
2	2	Social Emotional Learning	No	LEA-wide		All	\$ -	0.000%
2	3	Student Culture Activities, Athletics, and Events	No	LEA-wide		All	\$ -	0.000%
2	4	Attendance Support	Yes	LEA-wide	All	All	\$ 64,400	0.000%
2	5	Restorative Justice	No	LEA-wide		All	\$ -	0.000%
2	6	Operations and Facilities	No	LEA-wide		All	\$ -	0.000%
3	1	Parent/Family Communication	No	LEA-wide		All	\$ -	0.000%
3	2	Family Engagement Events and Committees	No	LEA-wide		All	\$ -	0.000%

2023-24 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 10,060,555.00	\$ 10,678,412.20

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Highly qualified staff	No	\$ 5,052,230	\$ 5,537,328
1	2	Multi-Tiered Systems of Support	Yes	\$ 520,572	\$ 751,215
1	3	Instructional Materials, Supplies, and Technology	No	\$ 345,999	\$ 376,077
1	4	Professional Education	No	\$ 136,548	\$ 160,789
1	5	Emerging Bilingual Support	Yes	\$ 108,859	\$ 110,990
1	6	Special Education	No	\$ 786,707	\$ 768,878
1	7	After School, Summer, & Extended Year Programs	No	\$ 541,301	\$ 499,221
2	1	Mental Health	Yes	\$ 364,010	\$ 202,862
2	2	Social Emotional Learning	No	\$ 25,250	\$ 26,520
2	3	Student Culture Activities, Athletics, and Events	No	\$ 104,880	\$ 151,060
2	4	Attendance Support	Yes	\$ 77,461	\$ 71,778
2	5	Restorative Justice	No	\$ 233,989	\$ 216,209
2	6	Operations and Facilities	No	\$ 1,444,939	\$ 1,508,761
3	1	Parent/Family Communication	No	\$ 134,780	\$ 104,096
3	2	Family Engagement Events and Committees	No	\$ 183,030	\$ 192,628

2023-24 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$ 723,099	\$ 848,777	\$ 1,136,845	\$ (288,068)	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	2	Multi-Tiered Systems of Support	Yes	\$ 520,572	\$ 751,215	0.00%	0.00%
1	5	Emerging Bilingual Support	Yes	\$ 87,087	\$ 110,990	0.00%	0.00%
2	1	Mental Health	Yes	\$ 163,657	\$ 202,862	0.00%	0.00%
2	4	Attendance Support	Yes	\$ 77,461	\$ 71,778.00	0.00%	0.00%

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$ 6,045,977	\$ 723,099	0.00%	11.96%	\$ 1,136,845	0.00%	18.80%	\$0.00 - No Carryover	0.00% - No Carryover

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

- o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- o Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)

- Inclusion of metrics other than the statutorily required metrics
- Determination of the target outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- o All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.

- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
 - (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
 - An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - o When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - o The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> ● Enter the metric number.
Metric
<ul style="list-style-type: none"> ● Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Baseline
<ul style="list-style-type: none"> ● Enter the baseline when completing the LCAP for 2024–25. <ul style="list-style-type: none"> ○ Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).

- o Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
- o Indicate the school year to which the baseline data applies.
- o The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.

- o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.

- Include a discussion of relevant challenges and successes experienced with the implementation process.
- This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.
 - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader

understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state

and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are

foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

- o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
- o The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - o The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action is included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the

LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).

- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023



Adopted/Ratified: August 26, 2016
Revision Date: August 13, 2023

UNIFORM COMPLAINT POLICY AND PROCEDURES

The Board of Directors of The Academy of Alameda (“AoA” or “Charter School”) complies with applicable federal and state laws and regulations. AoA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any AoA program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs: Consolidated Categorical Aid Programs
 - School Safety Plans
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - LCAP/LCFF
 - Every Student Succeeds Act “ESSA”
 - After School Education and Safety Programs (“ASES”)
 - Migratory Education Programs
 - Reasonable Accommodations for Pregnant, Parenting, or Lactating Students
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.



Adopted/Ratified: August 26, 2016
Revision Date: August 13, 2023

- a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If AoA finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, AoA shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by AoA to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or AoA and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.



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4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If AoA adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead, they are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead, they are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

AoA acknowledges and respects every individual’s right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. AoA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, AoA will attempt to do so as appropriate. AoA may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis. AoA shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure AoA’s compliance with law:

Christine Chilcott, Executive Director
401 Pacific Ave
Alameda, CA 94501
(510) 748-4017



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The Executive Director or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Executive Director, the compliance officer for that case shall be the President of the AoA Board of Directors.

Notifications

The Executive Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on AoA's website.

AoA shall annually provide written notification of AoA's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in AoA speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that AoA is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that AoA is operating pursuant to Title 22 licensing requirements.
3. A statement that AoA is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.



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5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal AoA's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of AoA's Decision, except if AoA has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals AoA's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if AoA finds merit in a UCP complaint, or the CDE finds merit in an appeal, AoA shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of AoA's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that AoA has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.



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- **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Executive Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director or designee shall be made in writing. The period for filing may be extended by the Executive Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the AoA Board of Directors approved the LCAP or the annual update was adopted by AoA.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, AoA staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**



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Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend AoA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

AoA's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

AoA shall issue an investigation report (the "Decision") based on the evidence. AoA's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of AoA's receipt of the complaint unless the timeframe is extended with the written agreement of the complainant. AoA's



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Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether AoA is in compliance with the relevant law.
3. Corrective actions, if AoA finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal AoA's Decision within thirty (30) calendar days to the CDE, except when AoA has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and the employee was informed of AoA's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with AoA and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. AoA failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, AoA's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in AoA's Decision are not supported by substantial evidence.
4. The legal conclusion in AoA's Decision is inconsistent with the law.



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5. In a case in which AoA's Decision found noncompliance; the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of AoA's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to AoA for resolution as a new complaint. If the CDE notifies AoA that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, AoA will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.



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The CDE may directly intervene in the complaint without waiting for action by AoA when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, AoA has not taken action within sixty (60) calendar days of the date the complaint was filed with AoA.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of AoA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if AoA has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.



UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____
 Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adult Education Programs | <input type="checkbox"/> Every Student Succeeds Act | <input type="checkbox"/> School Plans for School Achievement |
| <input type="checkbox"/> Career Technical and Technical Education and Training | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Child Care and Development Programs | <input type="checkbox"/> Migrant Child Education Programs | <input type="checkbox"/> State Preschool Programs |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Regional Occupational Centers and Programs | <input type="checkbox"/> Pupil Fees |
| <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | | |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|--|--------------------------------|---|
| Age | Genetic Information | Sex (Actual or Perceived) |
| Ancestry | Immigration Status/Citizenship | Sexual Orientation (Actual or Perceived) |
| Color | Marital Status | Based on association with a person or group with one or more of these actual or perceived characteristics |
| Disability (Mental or Physical) | Medical Condition | |
| Ethnic Group Identification | Nationality / National Origin | |
| Gender / Gender Expression / Gender Identity | Race or Ethnicity | |
| | Religion | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.



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2. Have you discussed your complaint or brought your complaint to any AoA personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:

Christine Chilcott, Executive Director
401 Pacific Ave
Alameda, CA 94501
(510) 748-4017

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.21 Authorization to Dispose of Surplus Property

Item Type: Consent

Background: Education Code Sections 17545 and 17546 permit the Board of Education, through its designated agent, to legally dispose of surplus equipment that is either obsolete or in disrepair, and thus should be removed from district inventory.

Exhibits A, B, C, D & E list items that are either damaged, obsolete, or no longer needed by the district, as well as materials that should be stored but are not currently required at the site.

Approval of Resolution No. 2024-2025.21 will authorize staff to dispose of these items in the most appropriate manner, in accordance with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Exhibit A	11/5/2024	Exhibit
☐ Exhibit B	11/5/2024	Exhibit
☐ Exhibit C	11/5/2024	Exhibit
☐ Exhibit D	11/5/2024	Exhibit
☐ Exhibit E	11/6/2024	Backup Material
☐ Resolution No. 2024-2025.21	11/5/2024	Resolution Letter

Property Transfer/Retirement Form

Exhibit A

Type of request:

Transfer Waste Recycle

Current Location

District Office- Business Services

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Lincoln Middle School Traulsen double door freezer. Bay City Mechanical could not repair and recommends replacing.	Model: G22010/ Serial Number:T04848105	02919	3 - Retire/Poor

Submitter Signature



Approvals

Site Admin Signature



Director Signature



Asst. Superintendent Signature



Submitted By: Assia, James

Date Submitted: 10/22/2024

Form #: 62282

Property Transfer/Retirement Form

Type of request:

Transfer Waste Recycle

Current Location

Edison Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Large chalkboard	n/a too old	n/a too old	3 - Retire/Poor

Submitter Signature



Approvals

Site Admin Signature



Director Signature



Asst. Superintendent Signature



Submitted By: Woodward, Nicci

Date Submitted: 10/18/2024

Form #: 62157

Property Transfer/Retirement Form

Type of request:

Transfer Waste Recycle

Current Location

Woodstock Child Development Center

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Broken old copy machine	Konica Minolta Bizhub 283 A143WY1020992	none	3 - Retire/Poor
1	Broken old baby bouncer	None	None	3 - Retire/Poor

Submitter Signature

Sandra Ramos

Approvals

Site Admin Signature

Jill Hunter

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khar

Submitted By: Ramos, Sandra

Date Submitted: 11/4/2024

Form #: 62996

Property Transfer/Retirement Form

Type of request:

 Transfer Waste Recycle

Current Location

Amelia Earhart Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
2	Rolling backpack shelves	N/A	N/A	Fair

Submitter Signature


*Susan Bonino Solis*

Approvals

Site Admin Signature

*Bryan Dunn-Ruiz*

Director Signature

*Brian D. Addicott*

Asst. Superintendent Signature

*Shaiq Khar*

Submitted By: Bonino, Susan

Date Submitted: 10/15/2024

Form #: 61952

Property Transfer/Retirement Form

Type of request:

Transfer Waste Recycle

Current Location

Otis Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
3	Metal shelves	unknown	not tagged	3 - Retire/Poor

Submitter Signature



Manya Morris

Approvals

Site Admin Signature



Brian Dodson

Director Signature



Brian Addicott

Asst. Superintendent Signature



Shaiq Khar

Submitted By: Morris, Manya

Date Submitted: 11/6/2024

Form #: 63180

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

November 12, 2024

Resolution No. 2024-2025.21

Authorization to Dispose of Surplus Property

WHEREAS, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

Exhibits A, B, C, D & E - Property Transfer or Retirement Forms

AND WHEREAS, the Board of Education desires to change the adopted appropriations,

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per the Exhibit.

PASSED AND ADOPTED by the following vote this 12th day of November, 2024:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.22 Approval of Notice of Completion: Classroom Furnace Replacements at Earhart Elementary School

Item Type: Consent

Background: The Classroom Furnace Replacement Earhart Elementary School Project, was completed by contractor Extensive Air Conditioning, Inc., awarded the project through ITB 024-077-07. The Project was completed on October 10, 2024, per project specifications and a Notice of Completion will be filed with the County of Alameda.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): \$76,750.00

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2024-2025.22	10/28/2024	Resolution Letter
☐ Notice of Completion	10/28/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

November 12, 2024

Resolution No. 2024-2025.22

Notice of Completion for
Classroom Furnace Replacements Earhart Elementary School

WHEREAS, the Superintendent or Designee acting under authority granted by the Governing Board by this Resolution No. 2024-2025.22 has accepted the Notice of Completion for the **Classroom Furnace Replacements at Earhart Elementary School Project** completed by Extensive Air Conditioning, Inc., with all work approved and budgeted by the Governing Board, and the District will file the Notice of Completion with the County of Alameda; and

WHEREAS, the following work was completed:

Contractor	Description of Work	Cost
Extensive Air Conditioning, Inc.	Original Bid	\$ 76,750.00
Change Orders		\$ 0.00
		\$ 76,750.00

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board hereby ratifies the Notice of Completion.

PASSED AND ADOPTED by the following vote this 12th day of November, 2024:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Recording Requested By:
Alameda Unified School District
2060 Challenger Drive.
Alameda CA 94501

Attention:
Shariq Khan, Assistant Superintendent,
Business Services

GOVT Code 27383-No Fee

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is Alameda Unified School District
3. Owner's address is 2060 Challenger Drive, Alameda CA 94501.
4. The nature of Owner's interest in the Project is:

<u>X Fee Ownership</u>	<u>Lessee</u>	<u>Other:</u>
------------------------	---------------	---------------
5. Construction work (the "Project") was performed on Owner's behalf is generally described as follows: Classroom Furnace Replacements
6. The name of the original Contractor for the Project is: Extensive Air Conditioning, Inc.
7. The Project was completed on: October 10, 2024
8. The Project is located at:
Ameila Earhart Elementary
400 Packet Landing Rd
Alameda, CA 94502

Verification:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place Behalf of Owner

Signature of Person Signing on
Shariq Khan, Assistant Superintendent,
Business Services

Print Name and Title

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution 2024-2025.23 California’s Sikh American Awareness and Appreciation Month

Item Type: Consent

Background: This resolution designates the month of November to be California’s Sikh American Awareness and Appreciation Month. The approved resolution would recognize and acknowledge the significant contributions made by Californians of Sikh heritage to our state and seeks to afford all Californians the opportunity to better understand, recognize, and appreciate the rich history and shared principles of Sikh Americans. The resolution would condemn all hate crimes and bias incidents against Sikh Americans and would encourage all Sikhs to practice their faith freely and fearlessly. In this regard, staff asks the Board to commemorate November as 'California's Sikh Awareness and Appreciation Month' in Alameda.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

	Description	Upload Date	Type
▢	Resolution in Support of California Sikh Awareness and Appreciation Month	11/8/2024	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

November 12, 2024

Resolution No. 2024-2025.23

Resolution in Support of California Sikh Awareness and Appreciation Month - November

WHEREAS, California and our nation are at once blessed and enriched by the unparalleled diversity of our residents; and

WHEREAS, Sikhism is the fifth largest religion in the world and today, there are more than 25 million Sikhs worldwide and more than 500,000 Sikhs in the United States; and

WHEREAS, Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Oregon, Pacific and Eastern Railroad; and

WHEREAS, Sikhs, who originated from Punjab (South Asia), first entered California in 1899 through the Angel Island Immigration Station in San Francisco, California, and by 1910, these pioneers turned to farming in the Sacramento, San Joaquin, and Imperial Valleys; and

WHEREAS, On October 14, 1912, the first gurdwara (Sikh house of worship) in the United States, the Stockton Sikh Temple, was founded by Jawala Singh and Wasakha Singh. The following year, the congregation formed the Pacific Coast Khalsa Diwan Society; and

WHEREAS, There are now more than 350 known gurdwaras in the United States, approximately 120 of which are in California; and

WHEREAS, IN 2021, the California legislature passed AB101, which officially made California the first state in the nation to require ethnic studies for high school graduation. This legislation provides the opportunity for increased Sikh awareness in classrooms across California; and

WHEREAS, Sikh Americans pursue diverse professions, and make rich contributions to the social, cultural, and economic vibrancy of the United States, including as small business owners, attorneys, first responders, and members of the military, and make significant contributions to our great nation in agriculture, trucking, finance, technology, and more; and

WHEREAS, Sikh farmers contribute abundantly towards the production of peaches, raisins, grapes, almonds, pistachios, okra, and other specialized crops of fruits, vegetables, and nuts in the United States; and

WHEREAS, Sikh Americans have served and continue to serve as elected officials in many California cities; and

WHEREAS, Sikh Americans throughout California celebrate the coronation of Sikh scripture, Sri Guru Granth Sahib, and other historical events at the gurdwaras and through parades in cities across California and the United States; and

WHEREAS, Sikhs have been targeted since they came to the United States over a century ago. In the early 1900s in Bellingham, WA, lumberjacks attacked hundreds of Sikh mill workers in their homes, beating them, stealing their valuables, and forcing them out of the city, known as the “Bellingham Riots”; and

WHEREAS, Due to ignorance and hate, Sikhs experienced an uptake in discrimination, harassment, and violence after 9/11. This year marked the 22nd anniversary of the murder of Balbir Singh Sodhi, one of the first deadly post-9/11 hate crimes in America after 9/11. On September 15, 2001, Mr. Sodhi was planting flowers at his Mesa, Arizona, gas station when he was shot and killed; and

WHEREAS, On August 5, 2012 a gunman with neo-Nazi ties ultimately killed seven Sikhs at a gurdwara in Oak Creek, Wisconsin, and this massacre remains one of the deadliest acts of violence in an American house of worship in our nation’s history; and

WHEREAS, Sikhs experience violence in California, including the senseless murders of Surinder Singh and Gurmej Singh Atwal in Elk Grove, California, on March 4, 2011; and

WHEREAS, Since the FBI first began tracking anti-Sikh hate crimes in 2015, Sikhs have been among the top five most targeted faith groups and research conducted by the Sikh community shows that Sikh students, particularly those who carry the identity, experience bullying at rates twice the national average; and

WHEREAS, Sikhs have been the subject of hate crimes, including the targeting of their turbans, beards, and other articles of faith that represent the Sikh religious commitment to justice, equality, and dignity for all. The Sikh American community continues to overcome attacks on its identity and practices, whether in the form of bullying, employment discrimination, or hate crimes. This hate has been met with unwavering courage, strength, compassion, resilience, and chardi kala (eternal optimism); and

WHEREAS, We honor the life of Taptejdeep Singh, who was a victim of the May 26, 2021 mass shooting at the San Jose VTA. Taptejdeep spent his final moments trying to keep others safe and attempted to secure the building. Even in these moments of chaos, Taptejdeep was living by the values of Sikhi in striving to serve others; and

WHEREAS, Sikh Americans distinguished themselves by fostering respect among all people through faith and service. In California, this service includes numerous seva (community service) projects like langar (free community kitchen), delivering groceries and prescriptions to seniors, assisting in local meal distribution efforts, cards for healthcare workers, and more.

NOW, BE IT RESOLVED, that the Alameda Unified School District Board of Education recognizes and acknowledges the significant contributions made by Californians of Sikh heritage to our state, and by adoption of this resolution, seeks to afford all Californians the opportunity to better understand, recognize, and appreciate the rich history and shared principles of Sikh Americans.

NOW, BE IT FURTHER RESOLVED, the Alameda Unified School District Board of Education condemns all hate crimes and bias incidents against Sikh Americans and encourages all Sikhs to practice their faith freely and fearlessly.

PASSED AND ADOPTED by the following vote this 12th day of November 2024.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: 2023-24 Math and English Language Arts Smarter Balance Assessment Consortium (SBAC) Results (20 Mins/Information)

Item Type: Information

Background: In spring 2024, the California Assessment of Student Performance and Progress (CAASPP) was administered for students in grades 3 through 8 and 11.

This board item provides a brief review of CAASPP and the Smarter Balance Assessment Consortium (SBAC) testing tool and presents the 2023-24 Math and English Language Arts performance results highlighting bright spots and areas to dig deeper.

NOTE: An additional slide (slide 22) was added to this presentation on Friday, November 8th.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Lindsey Jenkins-Stark, Sr. Manager of Data, Assessment, and Research

ATTACHMENTS:

	Description	Upload Date	Type
▣	UPDATED! Presentation_2023-24 SBAC Results_11.12.24	11/8/2024	Presentation

2023-24 Math and English Language Arts Smarter Balanced Assessment Consortium (SBAC) Results

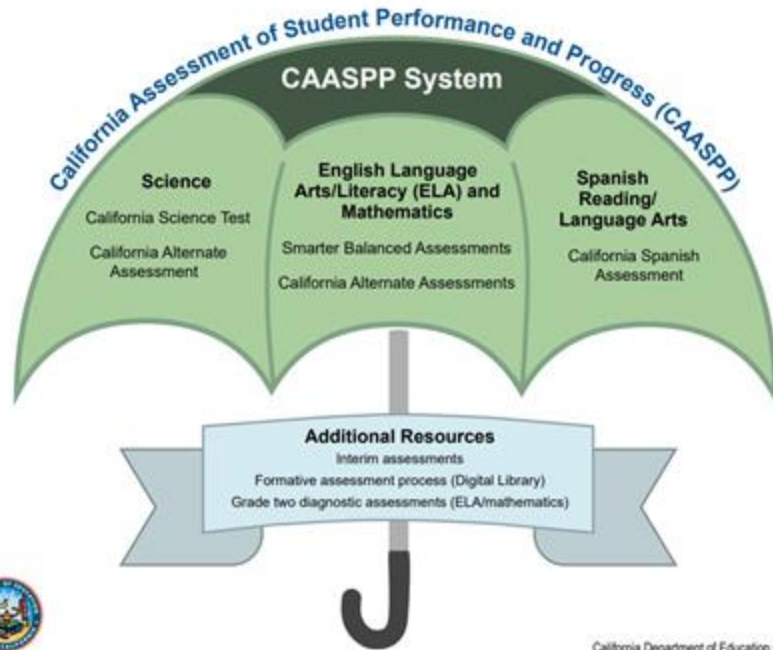
Lindsey Jenkins-Stark
Senior Manager of Research, Assessment, and Data

November 12, 2024

Outcomes

- Report the high level Math and English Language Arts Smarter Balanced Assessment (SBAC) results
- Highlight bright spots and areas to dig deeper

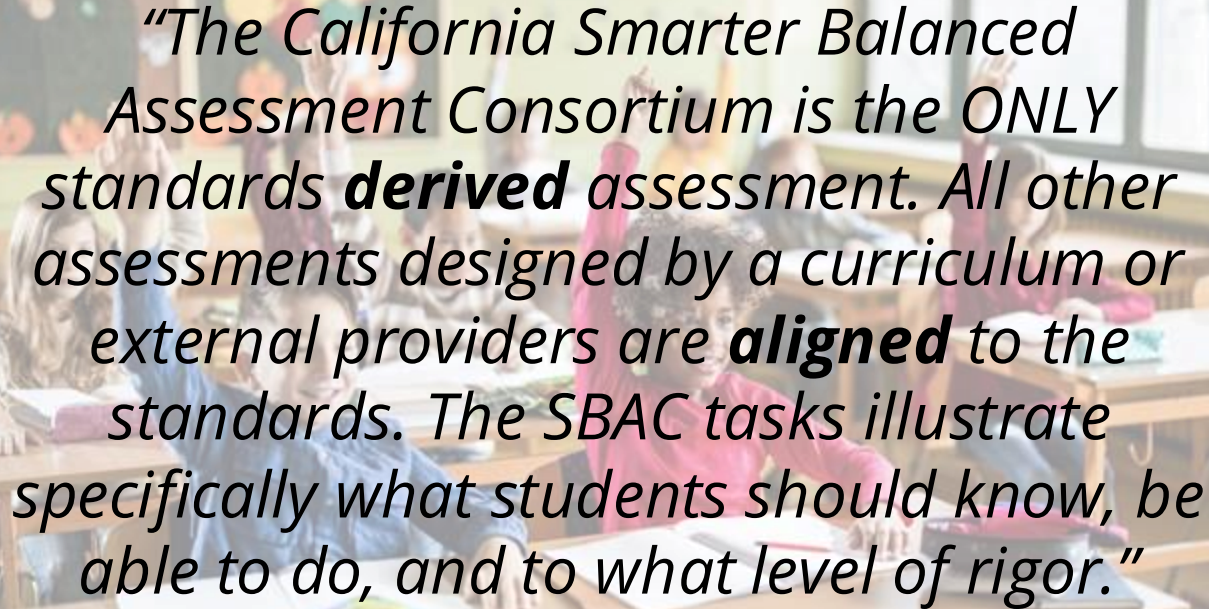
SBAC Background



Except...

- Students with the most significant cognitive disabilities and whose IEP team designates the use of the alternate assessment
- English learners who have been enrolled in a school in the US for less than 12 months for **ELA only** (optional exemption)

SBAC Background, cont...



*“The California Smarter Balanced Assessment Consortium is the **ONLY** standards **derived** assessment. All other assessments designed by a curriculum or external providers are **aligned** to the standards. The SBAC tasks illustrate specifically what students should know, be able to do, and to what level of rigor.”*

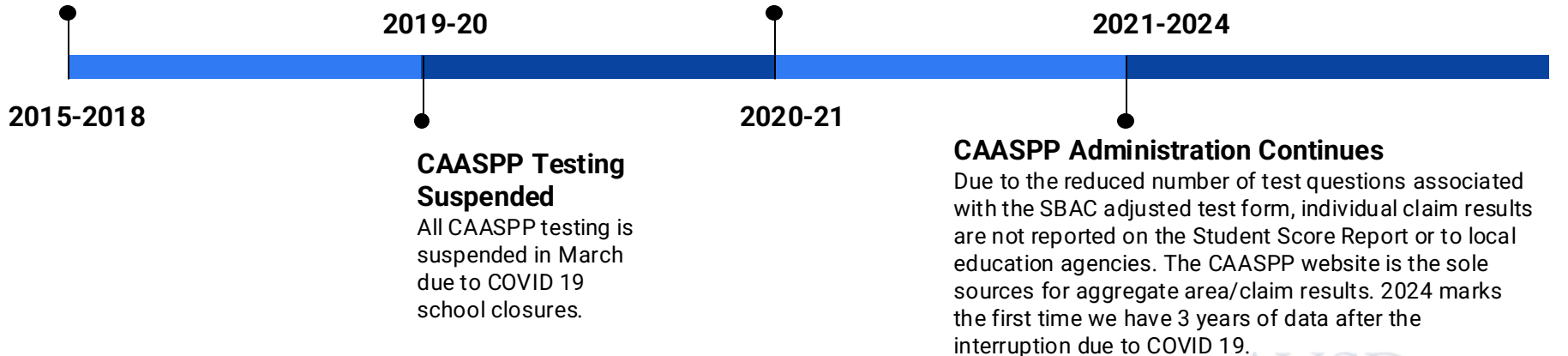
SBAC Background, cont...

CAASPP Non-Adjusted Form Administered

The non-adjusted form of the SBAC is administered as it has been since 2015.

Creation of SBAC Adjusted Form, SBAC or Local Assessment Option

The State Board of Education approves a shorter form test that gives districts flexibility in scheduling in person or online, frees up more time for instruction, and reduces potential for internet issues but won't affect validity. Local Education Agencies are given the option of administering the adjusted form SBAC or their own local assessment. AUSD elects to administer STAR Renaissance, an online platform students and staff are familiar with and which functions well remotely. Student scores are reported to families via AERIES, aggregate results reported publicly via board meeting.



Student Score Report & Resources for Families



California Department of Education
CALIFORNIA ELEMENTARY SCHOOL
CALIFORNIA SCHOOL DISTRICT

SSID: 9988776701
School Year: 2023–24
Grade: 5

FOR THE FAMILY OF:
JENNY M. LASTNAME
1234 MAIN ST UNIT 1234
YOUR CITY, CA 12345

What is the CAASPP?

The California Assessment of Student Performance and Progress (CAASPP) consists of assessments aligned with the state standards that outline the expectations for what students know and can do. Students in grades three through eight and eleven take the English language arts/literacy (ELA) and mathematics assessments. Students take the California Science Test (CAST) in grades five and eight, and once in high school. With each assessment, students are expected to write clearly, think critically, and solve problems.

If you have any questions about the assessments or your child's results, you may contact your child's teacher for more information.

What do the scores mean?

Students receive an overall score and an achievement level. There are four different achievement levels:

- Level 4: Standard Exceeded
- Level 3: Standard Met
- Level 2: Standard Nearly Met
- Level 1: Standard Not Met

The goal for all students is to reach the Standard Met or Standard Exceeded level, which means they met the expectations for their grade level.

There are performance areas for each assessment, which are reported as one of three levels:

- Above Standard
- Near Standard
- Below Standard

These results provide a measure of where students are excelling and where they can improve. Assessment results are only one measure and should be combined with other information to better understand student achievement.



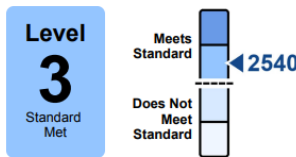
California Assessment of
Student Performance and Progress

Grade 5

Smarter Balanced for English Language Arts/Literacy

Jenny's Overall ELA Score

Jenny's score of 2540 met the grade five standard.

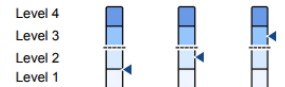


The score range for grade five is 2200–2730. A score of 2502 or higher meets the grade five standard.

Jenny's Score History

Jenny's score increased from last year, enough to reach a higher level.

Grade	Grade 3	Grade 4	Grade 5
Score	2366	2450	2540
Level	Level 1	Level 2	Level 3



The arrow represents how far Jenny's score is from reaching the next level. Standards for the next grade are higher than for the previous grade. As a result, students may need a higher score to stay in the same level as the previous year.

Jenny's Performance Areas



Reading and Listening

How well did Jenny understand written and spoken information?

Near Standard



Writing and Research

How well did Jenny use research skills and communicate in writing?

Near Standard



For more information about these tests—including sample test questions—visit <https://CA.StartingSmarter.org>.

Jenny M. Lastname

2540-2200-230-2450-2450-2300-2300

Page 1 of 5

Jenny M. Lastname | 2023–24 Student Score Report

Page 2 of 5

Levels of Data



Level 1 Satellite Data

Large grain size.

Illuminate patterns of achievement, equity, and teacher quality and retention.

Point us in a general direction for further investigation.



Level 2 Map Data

Medium grain size.

Help us to identify reading, math, and other student skill gaps (e.g., decoding, fluency, fractions, etc.), or instructional skill gaps for teachers.

Point us in a slightly more focused direction.



Level 3 Street Data

Fine-grain and ubiquitous.

- Help us to understand student, staff, and parent experience as well specific misconceptions and mindsets.
- Help us to monitor students' internalization of important skills.

- Require focused listening and observation.
- Inform and shape our next moves.



Common assessments
i.e. STAR/projects/
rubrics



student/ family/ staff
surveys



student/ family/ staff
focus groups



student
observations



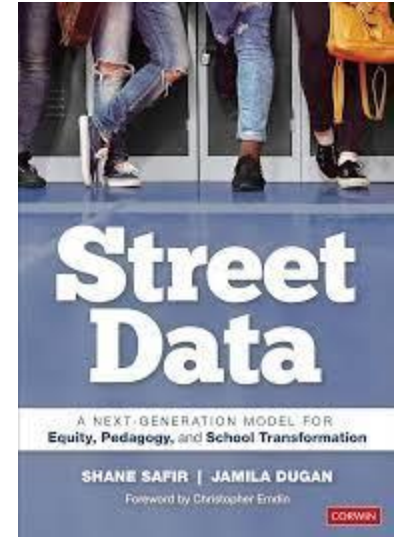
walkthroughs

Inclusive Approach to Data

In order to repurpose data as a tool instead of placing blame, using data for gatekeeping, or reinforcing biased narratives, we can...

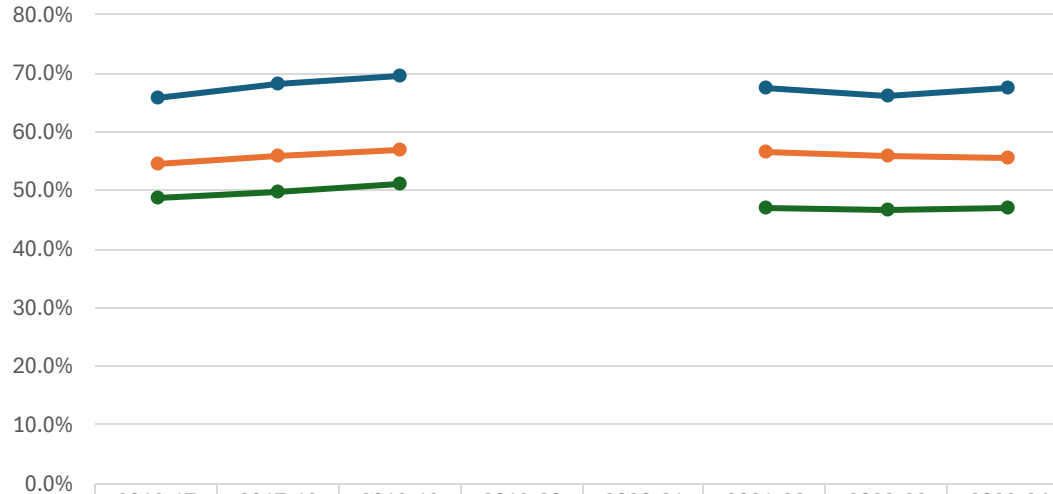
- 1) Illuminate bright spots & counter narratives
- 2) Encourage collection and reflection of more leading/street data
- 3) Use language that places responsibility on the system, not on students:

[*Inclusive Terms for Groups & Communities in Education*](#)



ELA Overall

ELA SBAC Results Over Time
Percent of Students Meeting/Exceeding Standard

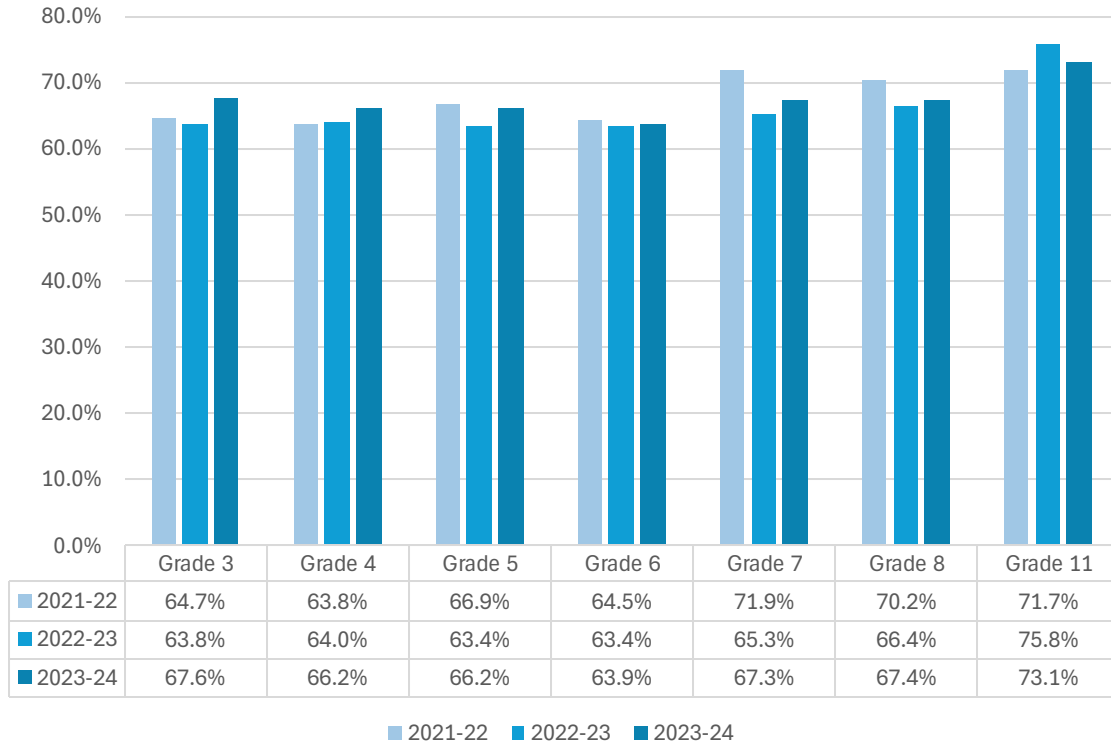


	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
AUSD	65.9%	68.1%	69.6%			67.6%	66.1%	67.5%
Alameda County	54.7%	56.0%	56.8%			56.6%	55.8%	55.4%
State of California	48.6%	49.9%	51.1%			47.1%	46.7%	47.0%

—●— AUSD —●— Alameda County —●— State of California

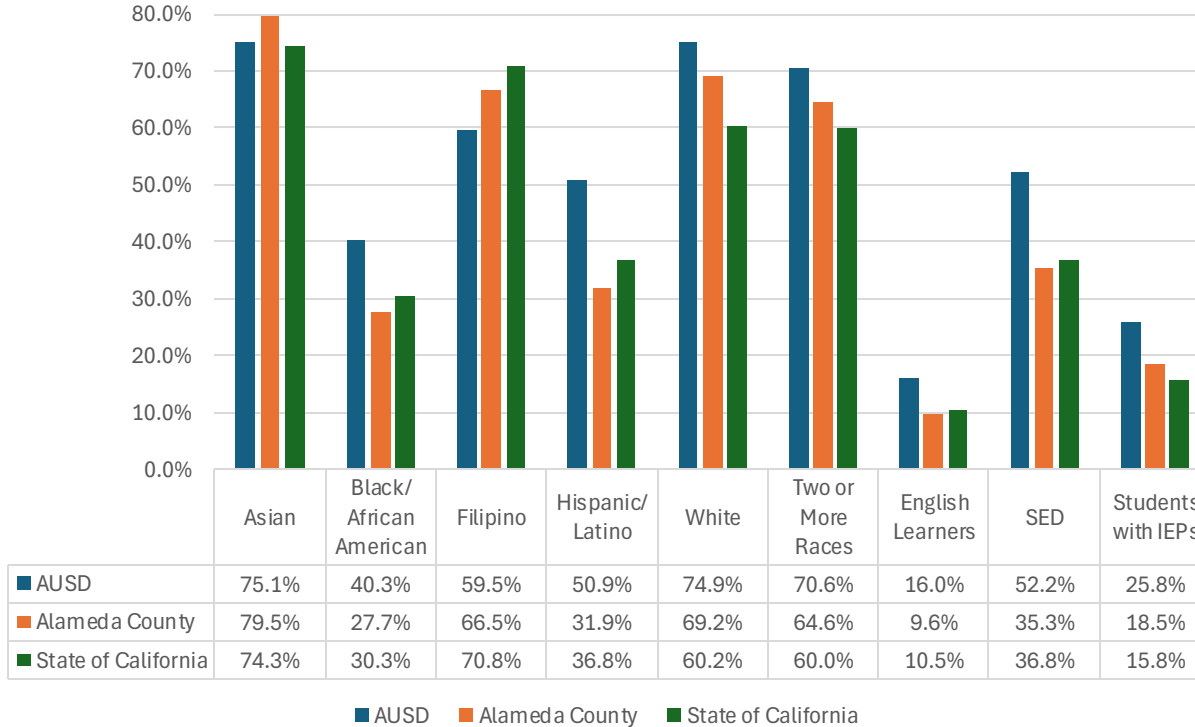
ELA by Grade Level

ELA Percent of Students Proficient by Grade Level Over Time



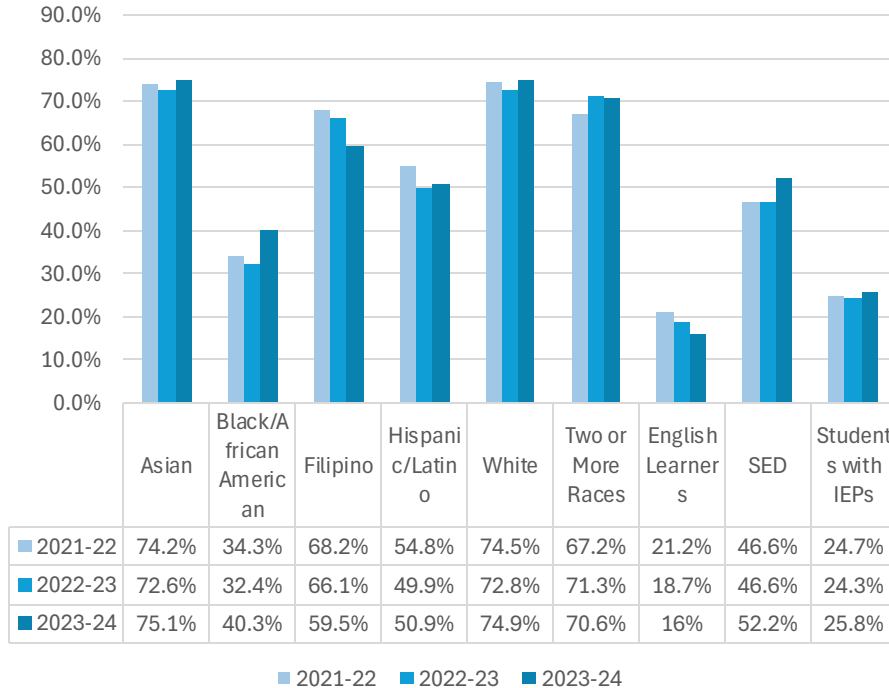
ELA by Student Groups

ELA SBAC Results by Student Group
Percent of Students Meeting or Exceeding Standard 2023-24

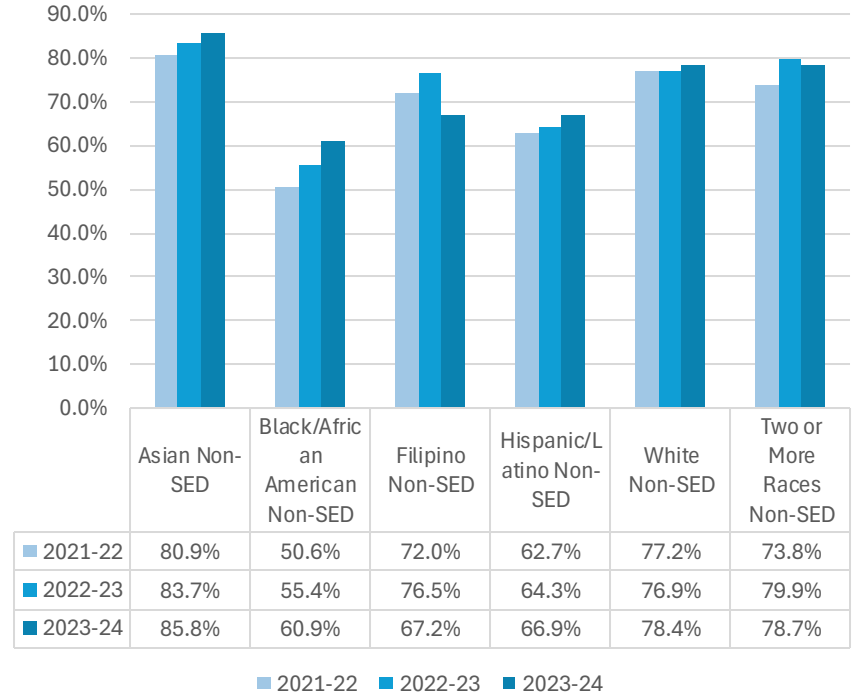


ELA by Student Groups & SED

ELA SBAC Results by Student Group Over Time
Percent of Students Meeting or Exceeding Standard



ELA SBAC Results Non-SED Students
Percent Proficient by Race/Ethnicity

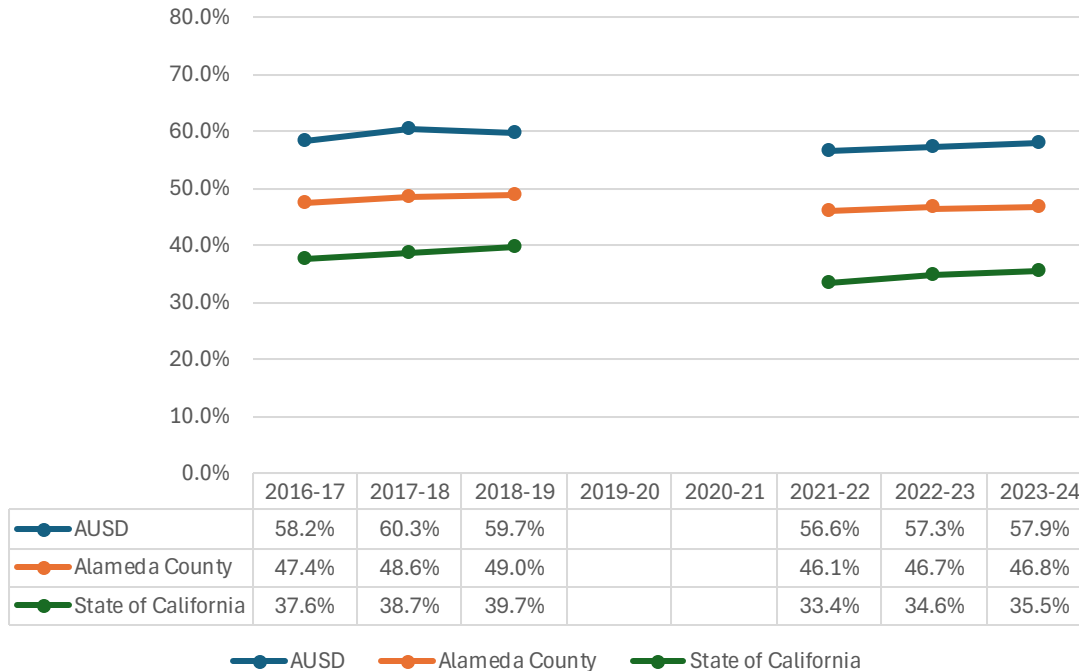


Summary ELA

Bright Spots	Areas to Dig Deeper
<ul style="list-style-type: none">• AUSD significantly outperforms the state results overall (+20.5%) and when comparing most student groups (range of +0.8% to +15.4%).• Overall, the percent of students meeting the standard increased slightly from last year (1.4%).• The percent of students meeting the standard increases as we move up in grade spans (+5.5% between grades 3 and grade 11).• The percent of students meeting the standard who identify as Black/African American (+7.9%) and students who are socioeconomically disadvantaged (+5.6%) increased from last year.• When controlling for socioeconomic status, the gaps between student groups lessens (from 34.6% to 17.5%)	<ul style="list-style-type: none">• The percent of students meeting the standard declined for English Learning students from last year (-2.7%) and the year prior (-2.5%). Filipino identifying students experienced the largest decline (-6.6%).• The percent of students meeting the standard declined in grade 11 (-2.7%) from last year.• The percent of AUSD students meeting the standard is less than the state for the Filipino student group (-11.3%).• Opportunity gaps persist between Black/African American and Hispanic students compared to White, Asian, and Multiracial students.• Opportunity gaps persist between students with IEPs compared to those without and English Learning students compared to non-English Learning students.• Gaps persist across student racial groups even when controlling for socioeconomic status.

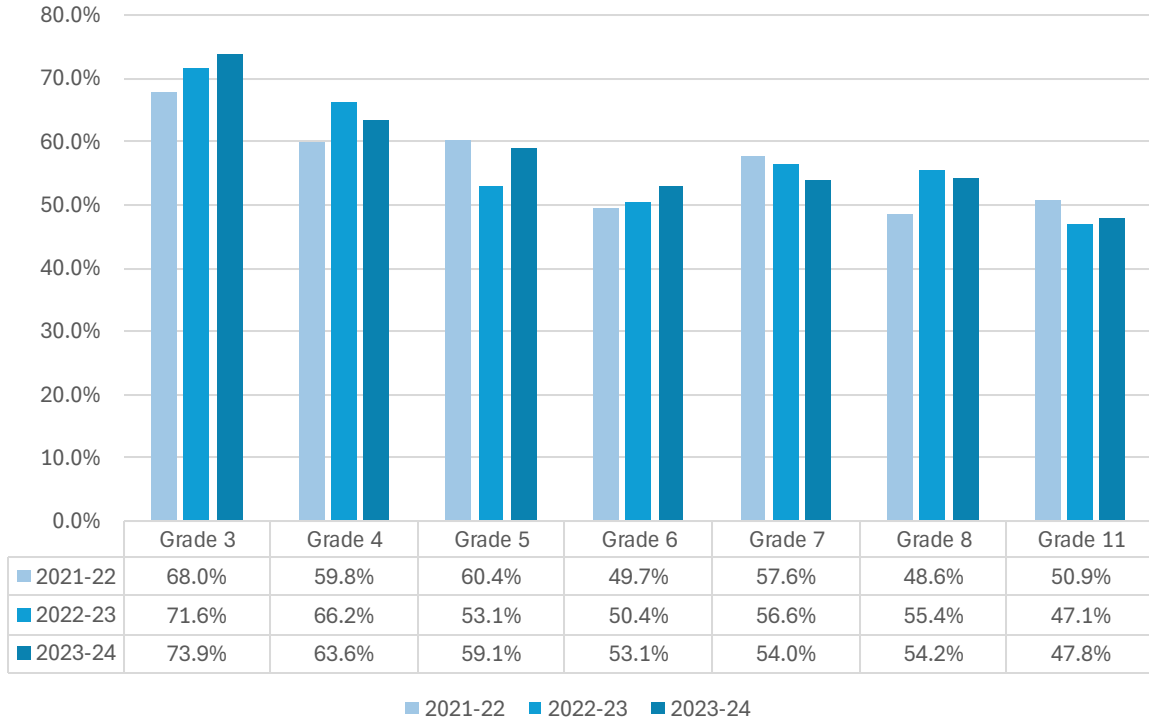
Math Overall

Math SBAC Results Over Time
Percent of Students Meeting/Exceeding Standard



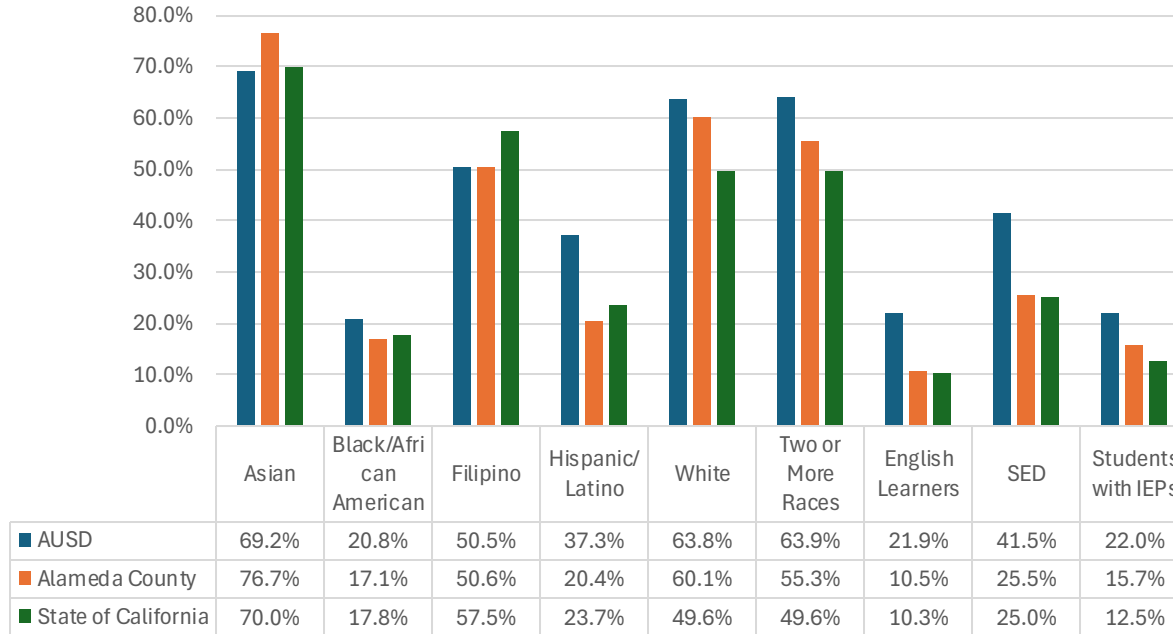
Math by Grade Level

Math Percent of Students Proficient by Grade Level Over Time



Math by Student Groups

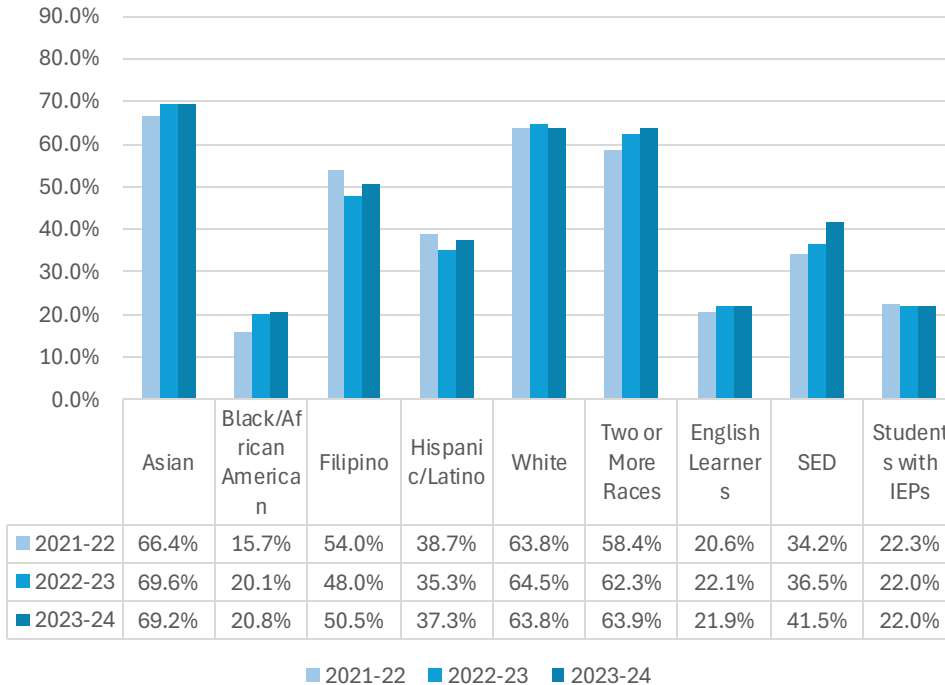
Math SBAC Results by Student Group
Percent of Students Meeting or Exceeding Standard 2023-24



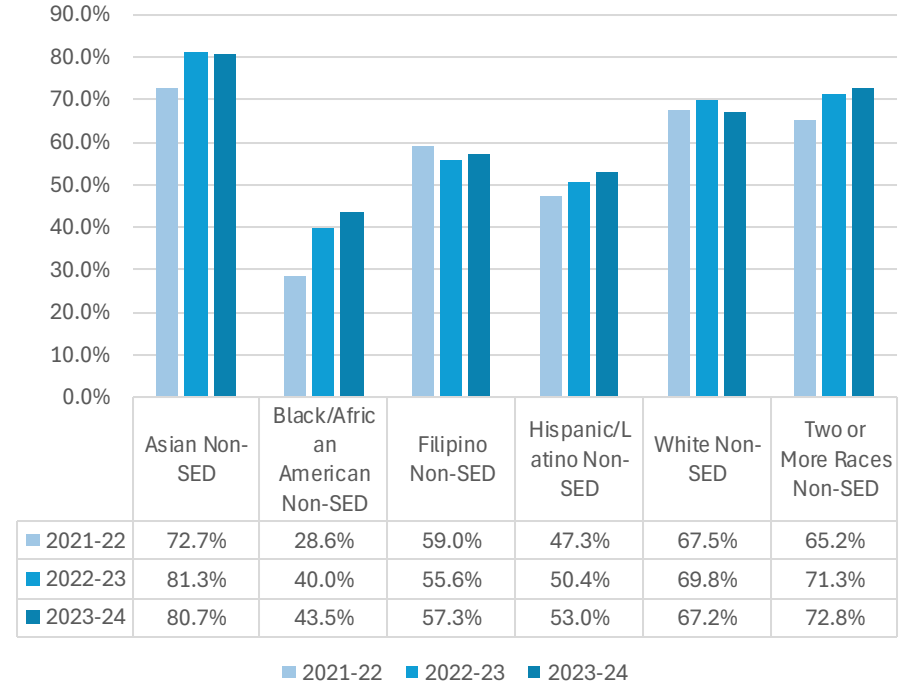
■ AUSD ■ Alameda County ■ State of California

Math by Student Groups & SED

Math SBAC Results by Student Group Over Time
Percent of Students Meeting or Exceeding Standard



Math SBAC Results Non-SED Students
Percent Proficient by Race/Ethnicity



Summary Math

Bright Spots	Areas to Dig Deeper
<ul style="list-style-type: none">AUSD significantly outperforms the state results overall (+22.4%) and when comparing most student groups (range of +3% to +16.5%).Overall, the percent of students meeting the standard increased slightly from last year (+0.6%).The percent of students meeting the standard increased slightly among students identifying as Filipino (+3%), Black/African American (+0.7%), Hispanic/Latino (+2%), Two or More Races (+1.6%), English Learners (+1.8%), and Socio-economically Disadvantaged (+5%) compared to last year.When controlling for socioeconomic status, the gaps between student groups lessens (from 43% to 23.7%)	<ul style="list-style-type: none">The percent of students meeting the standard decreases as we move up in grade spans (-26.1% between grade 3 and grade 11).The percent of AUSD students meeting the standard is less than the state for Filipino (-7%) and Asian (-0.8%) student groups.The percent of students meeting the standard who identify as Asian (-0.4%), and White (-0.8%), and students with IEPs (0%) either remained the same or decreased from last year.Opportunity gaps persist between Black/African American, Filipino, and Hispanic/Latino students compared to White, Asian, and Multiracial students.Opportunity gaps persist between students with IEPs compared to those without and English Learning students compared to non-English Learning students.Gaps persist across student racial groups even when controlling for socioeconomic status.

African American Student Achievement by School

ELA	2021-2022	2022-2023	2023-2024	Change Over 3 Years
Encinal Jr-Sr High School	21.6%	27.9%	40.4%	18.8%
Alameda High School	33.3%	60.0%	47.4%	14.1%
Ruby Bridges	24.2%	25.6%	33.3%	9.1%
Lincoln Middle School	38.1%	41.2%	43.5%	5.4%

Math	2021-2022	2022-2023	2023-2024	Change Over 3 Years
Ruby Bridges	3.0%	17.9%	15.6%	12.6%
Lincoln Middle School	28.6%	29.4%	34.8%	6.2%
Wood Middle School	12.5%	12.8%	17.1%	4.6%
Encinal Jr-Sr High School	8.1%	14.6%	11.3%	3.2%

This is NOT representative of the only schools who increased the percentage of Black/African American students who met or exceeded the standard over time. Schools with <11 students are not reported for privacy purposes.

African American Student Achievement

Students Who Met or Exceeded Standard in Math and/or ELA (N =85)

- 94% of students do not have an IEP
- 94% of students have above a 90% attendance rate
- 62% of students identify as female

Bright Spots

- 36 students met or exceeded the standard in **both** ELA and Math
- When controlling for socioeconomic status, opportunity gaps lessen (~35 percentage points in ELA; 43 percentage points to 48 in Math)

Areas to Dig Deeper

- In ELA, overall, 40% of all Black/African American students met or exceeded the standard
- In Math, overall, 21% of all Black/African American students met or exceeded the standard
- Opportunity gaps persist when controlling for socioeconomic status in both ELA and Math (17-25 percentage points in ELA; 23-47 in Math)

Overall Summary

- Unlike other districts and the state, AUSD has nearly recovered from pre pandemic achievement levels, though a small gap remains.
- AUSD continues to significantly outperform the state and county overall in Math and ELA and for nearly every student group.
- There was slight improvement in Math and ELA compared to last year mirroring the statewide results.
- Opportunity gaps between the percent Black and Latinx students and White, Asian, and Multi-Racial students scoring proficient in Math and ELA remains large. In Math and ELA, that gap decreased slightly for Latinx and Black students.
- Opportunity gaps between the percent of students with IEPs and English Learner students and students who do not identify in these categories remains large.
- Additional considerations: Proficiency levels sometimes mask improvements or declines- students have to move a whole proficiency level not just “points” on the assessment. The average distance from meeting standard when we receive the CA Dashboard results may show more nuance.
- Lastly, students are tested on different standards and the student groups aren’t consistent year over year, so it is difficult to compare year to year. The state will be releasing a predictive growth metric soon.

Mathematics Outcomes Require Intensity and New Thinking

- Overall outcomes in mathematics, particularly for black students, remain unacceptable.
- Actions under consideration:
 - Restructuring schedules and rethinking math staffing
 - Expand culturally responsive pedagogy and strategies
 - Renegotiating Professional learning focus and requiring capacity building
 - Investing in subject matter expertise earlier and more intensively
 - Collect recommendations from math coaches and teachers
 - Import external expertise to provide focused support to students
 - Consider concentrated focus on middle school math beginning next year

How Teachers Use SBAC Results

Amy Miller, 3rd Grade Ruby Bridges

ELA					MATH												
Claim	Target	Subgroup	Students Tested	Performance Relative to Entire Test: More Information	Performance Relative to Standard Met (Level 3) (Level 3) More Information	Claim	Target	Subgroup	Students Tested	Performance Relative to Entire Test: More Information	Performance Relative to Standard Met (Level 3) (Level 3) More Information						
Reading Literary Text	Target 1 KEY DETAILS: Given an inference or conclusion, use explicit details and implicit information from the text to support the inference or conclusion provided.	Overall	47	Similar	Near	For mathematics, target reports are only available for the Concepts and Procedures claim. The mathematics targets are the cluster headings of the Standards for Mathematical Content. See the Interpretive Guide for additional information about target reports.	Target A Represent and solve problems involving multiplication and division.	Overall	47	Worse	Below						
	Target 2 CENTRAL IDEAS: Identify or determine a central message, lesson or moral and explain how it is conveyed in the text through key details, key events, or the sequence of events.	Overall	47	Better	Above			Concepts and Procedures	Target B Understand properties of multiplication and the relationship between multiplication and division.	Overall	47	Similar	Near				
	Target 3 WORD MEANINGS: Determine intended meanings of words, including words with multiple meanings (academic/tier 2 words), based on context, word relationships, word structure (e.g., common roots, affixes), or use of reference materials (e.g., beginning dictionary), with primary focus on determining meaning based on context and the academic (tier 2) vocabulary common to complex texts in all disciplines.	Overall	47	Similar	Below					Target C Multiply and divide within 100.	Target D Solve problems involving the four operations, and identify and explain patterns in arithmetic.	Overall	47	Worse	Below		
	Target 4 REASONING & EVIDENCE: Make an inference or draw a conclusion about a text OR make inferences or draw conclusions in order to compare texts (e.g., characters, point of view, themes, setting, plot) and use supporting evidence as justification explanation.	Overall	47	Similar	Near							Target E Use place value understanding and properties of operations to perform multi-digit arithmetic.	Target F Develop understanding of fractions as numbers.	Overall	47	Similar	Near
	Target 5 ANALYSIS WITHIN OR ACROSS TEXTS: Describe and explain relationships among literary elements (e.g., characters) within or across texts or distinguish the narrator or characters' point of view within or across texts.	Overall	47	Similar	Near									Overall	47	Similar	Near
	Target 6 TEXT STRUCTURES & FEATURES: Relate knowledge of text structures (building upon earlier sections) or text features (e.g., illustrations) to explain information within the text.	Overall	47	Better	Above									Overall	47	Similar	Near
	Target 7 LANGUAGE USE: Determine use of language by distinguishing literal from nonliteral meanings of words and phrases used in context, or demonstrate understanding of nuances in word meanings used in context.	Overall	47	Similar	Near									Overall	47	Similar	Near

Explore Content

The screenshot shows the 'Explore Content' interface with the following elements:

- RESET FILTERS** and **CLOSE FILTERS** buttons at the top right.
- GRADE** filter: A list of grades from 3 to 11, with **Grade 5** selected.
- SUBJECT** filter: Two buttons, **ENGLISH LANGUAGE ARTS** (selected) and **MATHEMATICS**.
- SELECT A CLAIM OR TEST** section: A dropdown menu with **1. READING** selected, and other options: **2. WRITING**, **3. SPEAKING & LISTENING**, **4. RESEARCH / INQUIRY**, and **SELECT TEST**.
- SELECT A TARGET OR STANDARD** section: A dropdown menu with **TARGET** selected, and other options: **STANDARD**.
- LITERARY TEXTS** list: A vertical list of 7 items, with **4. Reasoning & Evidence** selected.
- INFORMATIONAL TEXTS** list: A vertical list of 3 items, with **8. Key Details** selected.
- RELATED STANDARDS** section: A box containing **RL-1, RL-3, RI-6, RL-9**.

Board Discussion & Questions

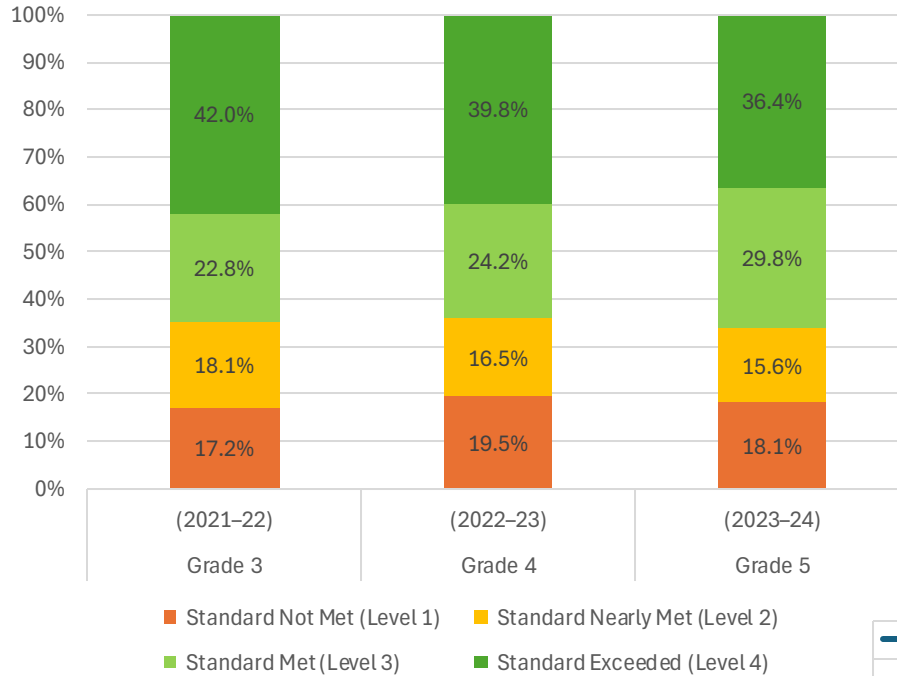
Additional slides with details on
participants, response patterns, and
analysis

Additional Resources

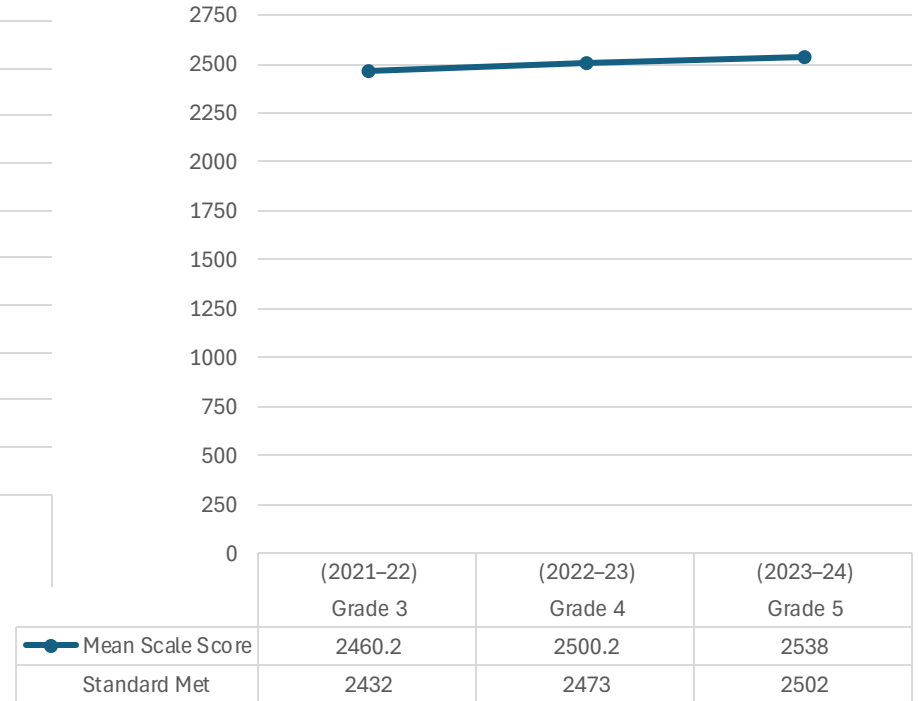
- To access CAASPP Results go to caaspp.org
- For more information about state results:
 - [“2023-24 California Statewide Assessment Results Show Overall Student Progress,”](#) California Department of Education
 - [“Statewide test scores improved in 2024, but achievement still not back to pre-Covid levels”](#) Ed Source

SBAC Results: ELA Over Time*

ELA Grade 5 Results Over Time



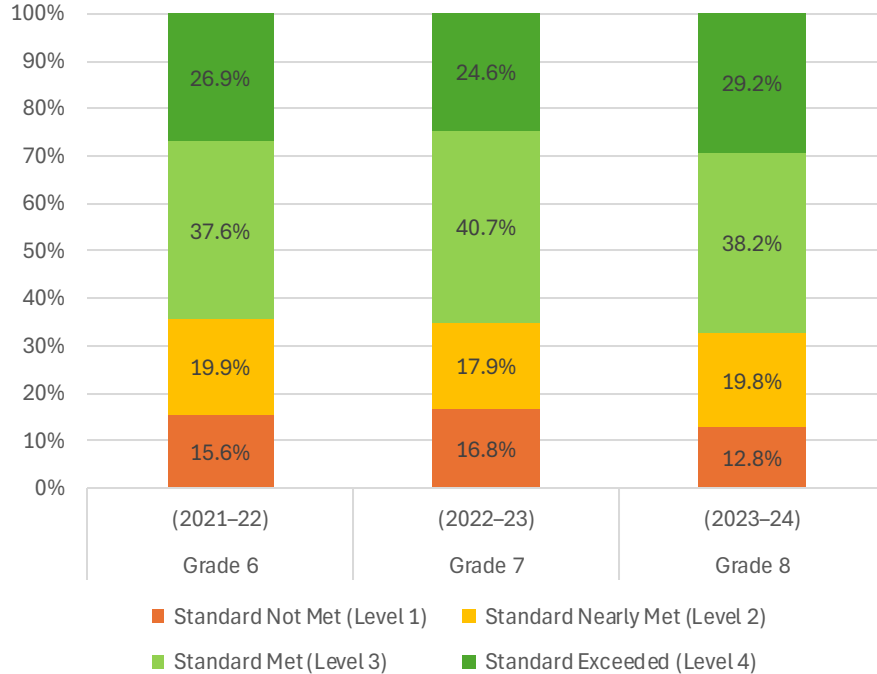
ELA Grade 5 Mean Scale Score Over Time



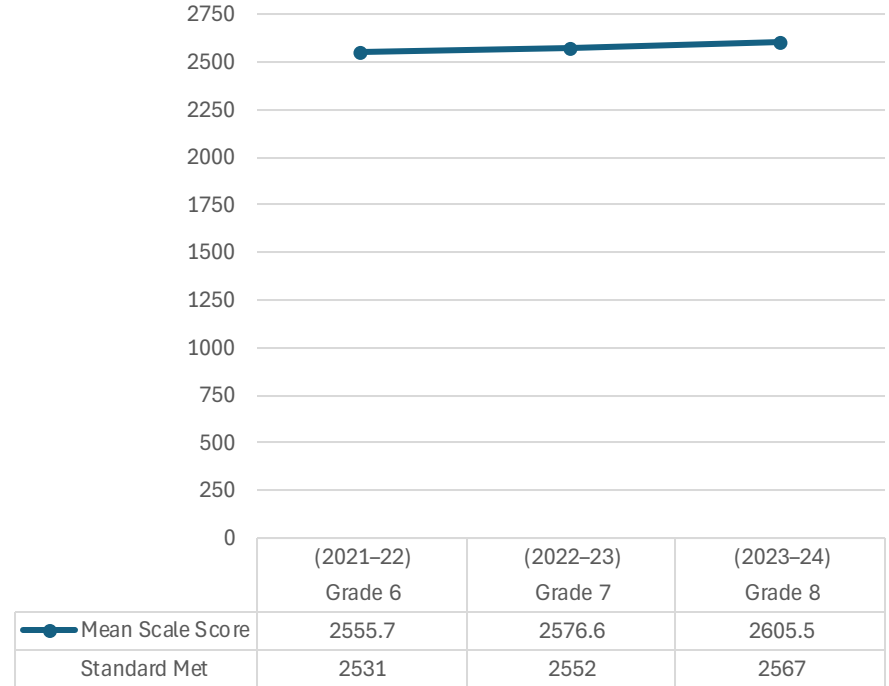
*Includes the students in the grade denoted during the 2023-24 administration as well as data for two preceding grades from the previous administrations. Students whose results are shown for the previous years will be most of the same students, but not be the exact same group whose data is being shown for the current year.

SBAC Results: ELA Over Time*

ELA Grade 8 Results Over Time



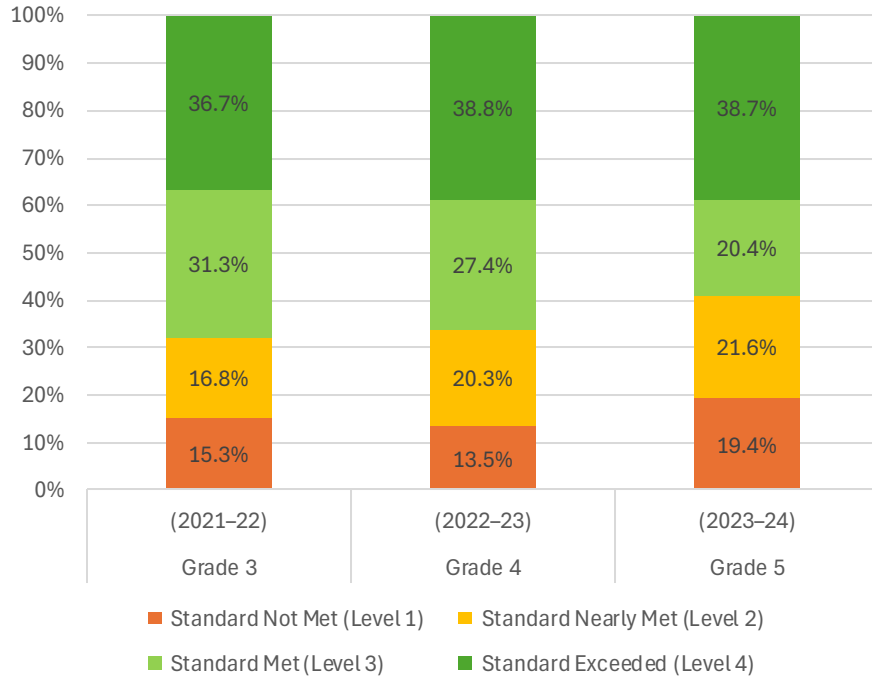
ELA Grade 8 Mean Scale Score Over Time



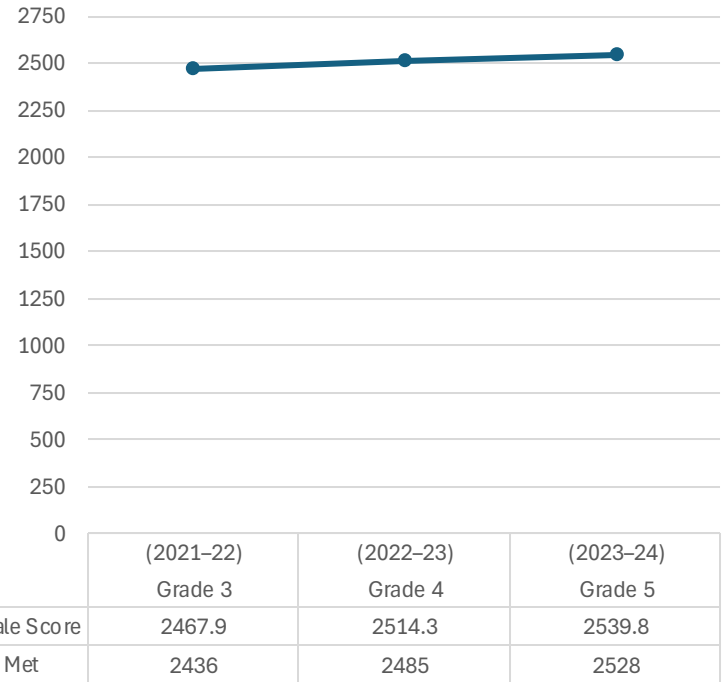
*Includes the students in the grade denoted during the 2023-24 administration as well as data for two preceding grades from the previous administrations. Students whose results are shown for the previous years will be most of the same students, but not be the exact same group whose data is being shown for the current year.

SBAC Results: Math Over Time*

Math Grade 5 Results Over Time



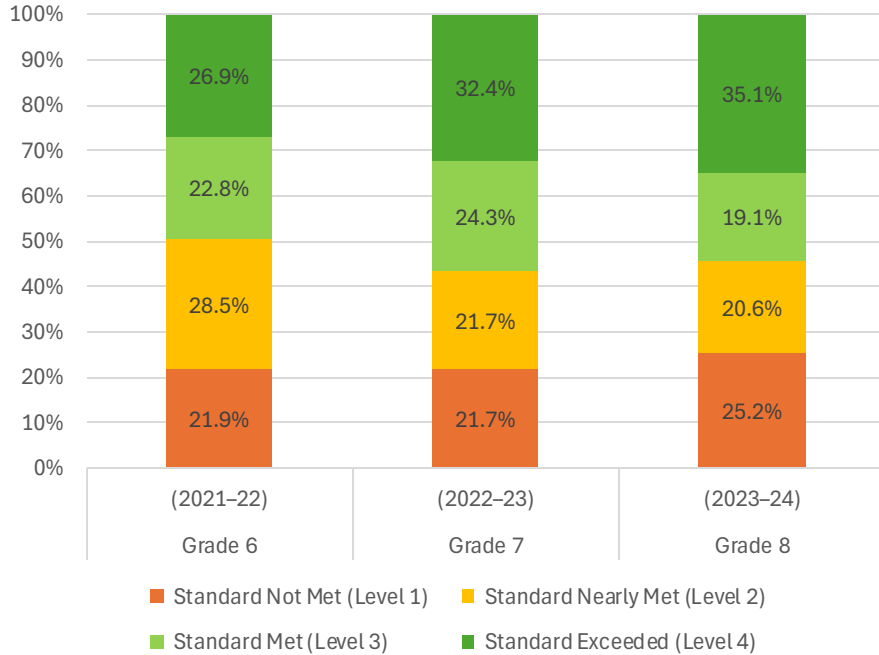
Math Grade 5 Mean Scale Score Over Time



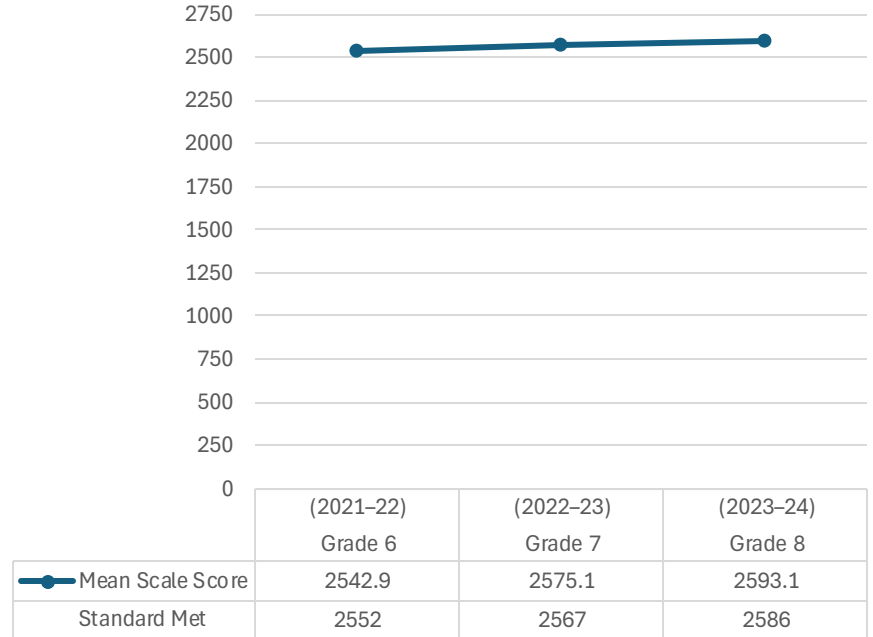
*Includes the students in the grade denoted during the 2023-24 administration as well as data for two preceding grades from the previous administrations. Students whose results are shown for the previous years will be most of the same students, but not be the exact same group whose data is being shown for the current year.

SBAC Results: Math Over Time*

Math Grade 8 Results Over Time



Math Grade 8 Mean Scale Score Over Time



*Includes the students in the grade denoted during the 2023-24 administration as well as data for two preceding grades from the previous administrations. Students whose results are shown for the previous years will be most of the same students, but not be the exact same group whose data is being shown for the current year.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Update on Enrollment for 2025-26 School Year (10 Mins/Information)

Item Type: Information

Background: Tonight, staff will present the Board of Education with an update on Enrollment for the 2025-26 SY.

Effective the 2025-26 SY, ASTI will be the only school in AUSD to continue offering "Open Enrollment" for the following reasons:

- No Attendance Zone
- Specialized Academic Requirements
- Student Capacity

The application time line for ASTI is November 11, 2024 through January 17, 2025. Wood Middle School, Encinal Jr./Sr. High School and Maya Lin School, previously "Open Enrollment" schools, will follow the regular enrollment process and timeline. This shift aligns enrollment and transfer procedures for all Alameda schools. Pre-enrollment for all grades begins on January 27, 2025.

Kindergarten Information Night will be held in person at all the Elementary Schools on Thursday, January 16, 2025. Further details will be posted on each school's website. Students must be 5 years of age by September 1, 2025 to be eligible for Kindergarten.

Students must be 4 years of age by September 1, 2025 to be eligible for the Transitional Kindergarten. Two in-person TK Information Nights will be held on:

- Tuesday, January 14, 2025 from 6:30-7:30 pm at Paden Elementary for families residing in the Ruby Bridges, Paden, Franklin, Maya Lin, and Love Elementary neighborhoods, and
- Wednesday, January 15, 2025 from 6:30-7:30 pm at Earhart Elementary for families residing in the Edison, Otis, Earhart, Bay Farm Elementary neighborhoods.

Information on TK and K Tours will be posted on the district's enrollment webpage as well as on each individual school's website as it becomes available.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. | #4 - Parental involvement and community engagement are integral to student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	Presentation_ Enrollment Report 25-26 SY_11.12.24	11/6/2024	Presentation

Update on Enrollment for 2025-26 School Year



Kirsten Zazo

Asst. Superintendent of Educational Services

November 12, 2024

Open Enrollment Changes for 2025-26 School Year

- Wood Middle School (grades 6-8), Encinal Jr. & Sr. High School, and Maya Lin will no longer be open enrollment schools
 - Reasons for change:
 1. All have designated attendance zones
 2. Enrollment to the school can be requested via intra district transfer
 3. Aligns with enrollment & transfer procedures for all other attendance zone schools
- Open Enrollment will be offered at ASTI only (Gr. 9)
 - Reason: No attendance zone, specialized academic requirements, student capacity

ASTI Open Enrollment

- ASTI and the AUSD Enrollment page have a link to the ASTI application
- The application is filled out online and submitted for Student Services & ASTI to review
- ASTI applications must be submitted during the designated time frame to be eligible for the ASTI lottery

ASTI Application Timeline: Application opens Monday, November 11, 2024, & closes Friday, January 17, 2025. Lottery completed & notifications to families the week of February 10, 2025.

Enrollment Guidelines

- **Pre-enrollment for ALL grades begins on January 27, 2025**
- All enrollment applications are submitted online at [Alameda Unified Enrollment](#)
- Follow the step-by-step instructions and submit all the required documents
- Schedule your processing time
 - Enrollment processing is not “in-person appointments” but merely time for processing your application
 - You will be contacted if further documentation is required. All enrollment communication & confirmation is via email.

Enrollment Guidelines, *cont...*

- The Board of Education desires to provide enrollment options that meet the diverse needs and interests of district students. The District shall determine the capacity of each school site based on the physical capacity of the building and class size limits established by state law or collective bargaining agreement. Priority is given to students residing within the attendance area of a Zoned School or whose parent/guardian is assigned to that Zoned School.
- Enrollment priority is given: (1) To siblings of currently enrolled students living in the zone of attendance and/or (2) By date of enrollment (*AR 5116.1*)

Notable Changes to AR 5116.1

The District's Intra District Open Enrollment Administrative Regulation (AR 5116.1) was revised on May 14, 2024, to include:

1. Enrollment Priorities

B. Students whose parent/guardian are employed by the Alameda Unified School District who request enrollment in the district prior to two weeks before the first day of school, shall be given priority to seats available in the district. Placement will be assigned by the Enrollment Office to a school that has space. If there are more applications received from in-zone students than there are seats available in a particular grade at the zoned school, the district shall follow the district shall follow section 2 procedures. (Enrollment When Over-Capacity) The school where the student is placed will become the students home school and they will retain resident status at the school as long as the parent/guardian remains employed by the Alameda Unified School District. (All students not residing in Alameda will have to obtain an interdistrict transfer from their district of residence prior to the start of the school year)

Notable Changes to AR 5116.1, cont...

1. Enrollment Priorities

C. Students whose parent/guardian are employed by the City of Alameda who request enrollment in the district prior to April 15th, shall be given priority to seats available in the district. Placement will be assigned by the Enrollment office to a school that has space. If there are more applications received from in-zone students than there are seats available in a particular grade at the zoned school, the district shall follow section 2 procedures. (Enrollment When Over-Capacity). City employees will need to show proof of employment upon requesting admittance and on an annual basis. The school where the student is placed will become the students home school and they will retain resident status at the school as long as the parent/guardian remains employed by the City of Alameda and the student meets the basic criteria for interdistrict transfer. (All students not residing in Alameda will have to obtain an interdistrict transfer from their district of residence prior to the start of the school year)

Notable Changes to AR 5116.1, cont...

5. Order of Diversion

Students will be diverted in the following order:

- a. Students attending the school on an interdistrict transfer **who's Parent/Guardian is not a school district employee or a city employee.** (Out of Alameda)
- b. Intradistrict transfer students with a space at their home school who do not fall into categories (h)-(i) below and or have been at the school less than 1 year and 19 days.
- c. **Students whose parent/guardian is a city employee. Within this group, students will be moved in reverse order of enrollment date**
- d. **Students whose parent/guardian is a city employee that have a sibling who attended that school the year prior. Within this group, students will be moved in reverse order of enrollment date.**
- e. **Students whose parent/guardian works in the Alameda Unified School District. Within this group, students will be moved in reverse order of enrollment date.**
- f. **Students whose parent/guardian works in the Alameda Unified School District that have a sibling who attended that school the year prior. Within this group, students will be moved in reverse order of enrollment date.**

Notable Changes to AR 5116.1, cont...

6. Over- and Under-Enrollment within a Secondary Course of Study

Should students need to be moved out of a course of study after the school year begins, school officials shall first seek student transfers on a volunteer basis. If the need still exists, students will be redirected to another course where space is available in the following order.

- a. Students attending the school on an inter-district transfer **who's Parent/Guardian is not a school district employee or a city employee.**
(Out of Alameda)
- b. **Students whose parent/guardian is a city employee. Within this group, students will be moved in reverse order of enrollment date.**
- c. **Students whose parent/guardian works in the Alameda Unified School District. Within this group, students will be moved in reverse order of enrollment date.**

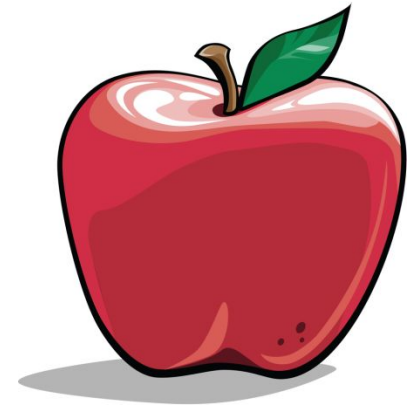
Students by enrollment date into the district.

Information Nights at Secondary Schools

<i>Program</i>	<i>School</i>	<i>Date(s)</i>	<i>Start Time</i>
High Schools	Alameda High School	December 2, 2024	7:00 PM
	ASTI	November 21, 2024	6:00 PM
	Encinal High School	December 5, 2024	6:30 PM
Middle Schools	Encinal Junior Jets	November 12 & December 3, 2024	6:00 PM
	Lincoln Middle School	November 19, 2025 (in-person) December 17 & 19, 2024 (virtual)	6:30 PM
	Wood Middle School	December 11, 2024 & January 15, 2025	6:00 PM

Information Nights Topics Covered

- School Community
- Programs & Activities
- Opportunities for Parent Involvement
- Application Process
- Frequently Asked Questions



Transitional Kindergarten Program



- Transitional Kindergarten (TK) is a 2-year kindergarten program.
- TK is currently offered at Earhart, Love, Ruby Bridges, Bay Farm, Otis and Paden. These locations are subject to change based on need. We anticipate adding at least 3 more classes (locations to be determined as needed).
- If TK is not offered at your neighborhood school, all efforts will be made to place your child in a TK class close to your neighborhood school.
- For Kindergarten school year, TK students will attend Kindergarten at their neighborhood school and will not need to re-enroll for the 2026-27 school year.

TK and K Information Nights at Elementary Schools

Transitional Kindergarten: Two Nights Scheduled

WEST END: *(Ruby Bridges, Paden, Franklin, Maya Lin, Love)*
January 14, 2025 @ Paden Elementary 6:30 to 7:30 pm

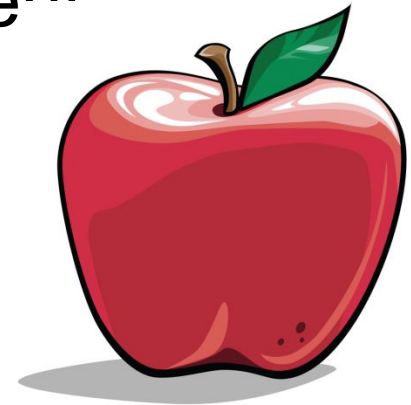
EAST END: *(Edison, Otis, Earhart, Bay Farm)*
January 15, 2025 @ Earhart Elementary 6:30 to 7:30 pm

Kindergarten: at all elementary schools
Thursday, January 16, 2025
(See School Site Calendars for Room and Time)

TK and K Information Nights Topics Covered

The following topics are covered:

- School Community
- Programs & Activities
- A Day in the Life of a TK or K student
- Getting Ready for TK or K
- Opportunities for Parent Involvement
- Pre-Enrollment Process
- Frequently Asked Questions



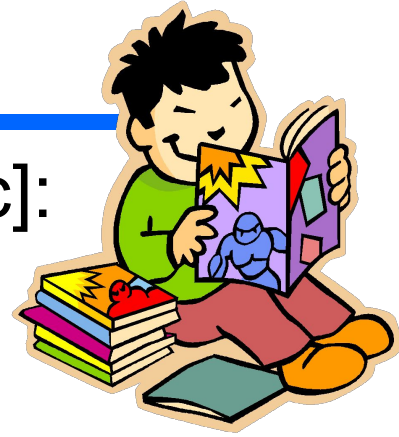
Transitional Kindergarten and Kindergarten Tours

Dates for the Transitional Kindergarten and Kindergarten Tours for the 2025-26 school year are not yet confirmed. More information will be provided on the individual school's website as this is available.



Student Age and Birthdates

California State Education Code 48000[a] [c]:



Kindergarten

Students must be 5 years of age by **September 1, 2025**, with a D.O.B before 9/2/2020 to be eligible for Kindergarten.

Transitional Kindergarten

Students must be turning 4 years by **September 1, 2025**, with a D.O.B. before 9/2/2021 to be eligible to attend Transitional Kindergarten (TK).

Updates and Need-to-Knows for 2025-26 SY

- **ASTI Open Enrollment End Date:** January 17, 2025. **Pre-enrollment for ALL grades** begins January 27, 2025.
- **Full-Day Kindergarten:** 8:20 am-2:50 pm was approved by the Board on November 8, 2022, effective the 2024-25 SY.
- **Age and Birthdates**
 - **Transitional Kindergarten:** Students must be 4 years of age by ***September 1, 2025***
 - **Kindergarten:** Students must be 5 years of age by ***September 1, 2025***
- **Information Nights and Tours***
 - **Transitional Kindergarten:**
 - Tuesday, 1/14/25 @ Paden (West End Schools) 6:30-7:30 pm
 - Wednesday, 1/15/25 @ Earhart (East End Schools) 6:30-7:30 pm
 - **Kindergarten:** Thursday, 1/16/25 (room & time posted on each school's webpage).
 - ***Tour dates** will be posted on each school's website.

Update on Enrollment for 2025-26 School Year

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Heat Mitigation in Classrooms: Potential Cooling Strategies (10 Mins/Information)

Item Type: Information

Background: Earlier this month, Alameda and most of the Bay Area experienced an unprecedented heat wave, where temperatures reached 90+ degrees for close to 9 days in a row. The duration of the heat made teaching and learning very difficult. And, while we are very grateful for the hard work of AUSD staff – including teachers, office staff, custodians, and maintenance workers – during this extended heat wave, we know these types of heat events could very well increase as the effects of climate change accelerate, and we are committed to addressing that to the best of our ability. Improvement in this area will not be simple, but there is a path forward that we can begin moving down right away. Our team is exploring multiple possibilities. First, the viability of installing multiple ceiling fans in classrooms that have no air conditioning. Secondly, we are also exploring the option of installing "split-level" air conditioning in some classrooms and potentially putting in more trees or other shade near our facilities to provide more cover. These three concepts will be looked at over the next few months as we develop a heat mitigation strategy for our classrooms that currently have no air conditioning. Due to the projected expense, we will also have to consider if some currently scheduled facilities projects would need to be canceled or delayed, or if there were sizeable reductions, or repurposing of funds we could make in other areas to finance the expanded cooling measures that we predict will grow increasingly necessary over time. At the October 22nd Board meeting, staff will outlined the planning we will undertake as we start to explore actions to help mitigate the impacts of heat on our students and staff while they are in AUSD facilities.

Tonight, as the second presentation in the series of presentations the Board will hear, Superintendent Scuderi and Assistant Superintendent Khan will share information on the proposed rubric that is being developed and preliminary cost data for several of the mitigation strategies that will be proposed for classrooms without air conditioning.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): TBD

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. | #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. | #4 - Parental involvement and community engagement are integral to student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles. | #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Pasquale Scuderi, Superintendent and Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

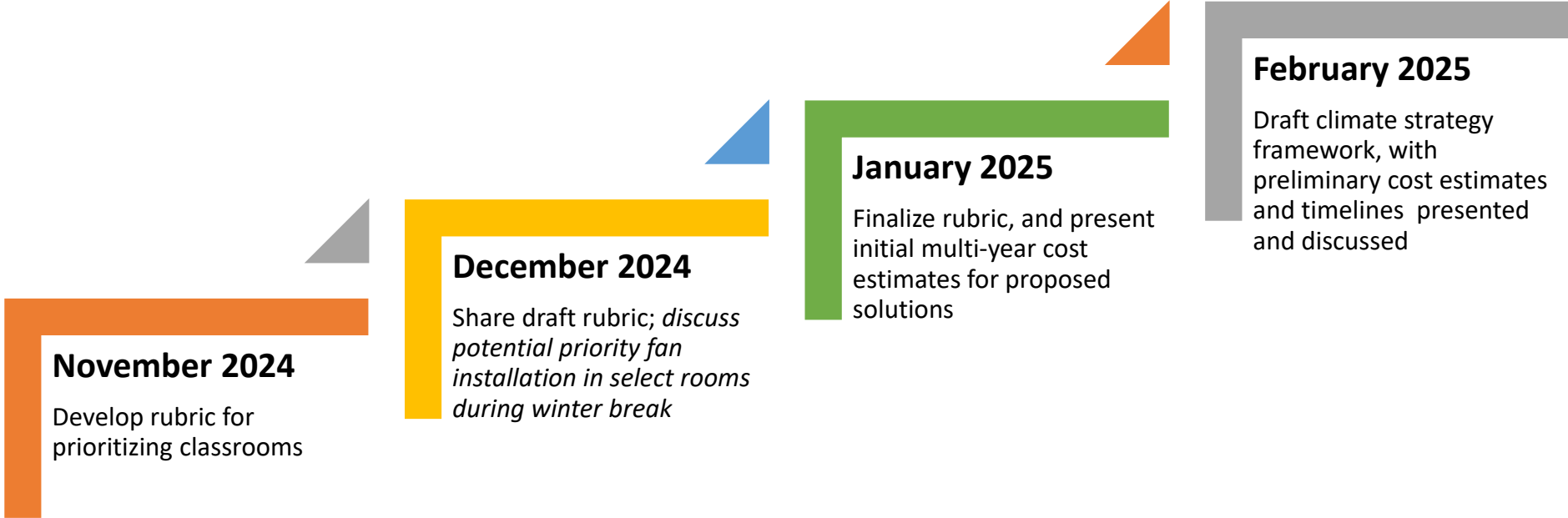
	Description	Upload Date	Type
▣	Heat Mitigation in Classrooms: Presentation for November 12, 2024 Board Meeting	11/6/2024	Presentation
▣	Addressing Heat in Classrooms Presentation from October 22, 2024 Board Meeting	10/19/2024	Presentation

Heat Mitigation in Classrooms: Potential Cooling Strategies

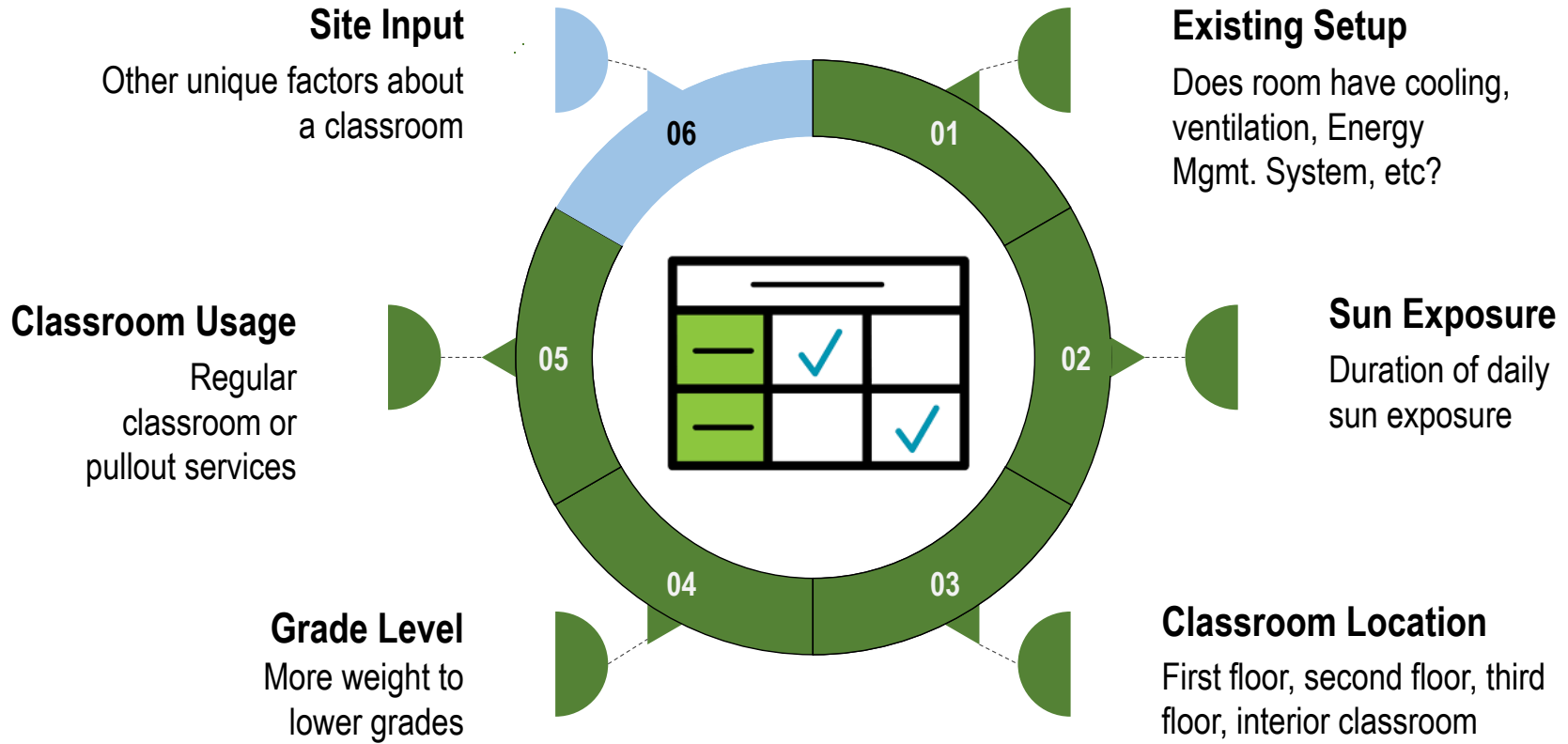
November 12, 2024

Pasquale Scuderi, Superintendent
Shariq Khan, Assistant Superintendent –
Business Services

Tentative Next Steps (From October 22, 2024)



Proposed Rubric



Applying Weighted Rubrics to Data

- Apply scores based on rubric and calculate weighted scores
- Use the weighted score to determine:
 - Choice of system
 - Order of installation

Site	Rm#	2nd Floor	Sun Start	Sun Stop	# Hours	Step #1	Step #2	Step #3	Step #4	Step #5	Step Totals	Divisor	Grade	Column1	Column2
Maya Lin	23	Yes	7	9	2.00	1	3	3			7	12	58%	Phase 2 - Install	
Maya Lin	25	Yes	7	9	2.00	1	3	3			7	12	58%	Phase 2 - Install	
Maya Lin	27	Yes	7	9	2.00	1	3	3			7	12	58%	Phase 2 - Install	
Maya Lin	29	Yes	7	9	2.00	1	3	3			7	12	58%	Phase 2 - Install	
Maya Lin	31	Yes	7	9	2.00	1	3	3			7	12	58%	Phase 2 - Install	
Maya Lin	20	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	22	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	24	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	26	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	28	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	30	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Maya Lin	32	Yes	7	18	11.00	4	3	3			10	12	83%	Phase 1 - Install	
Otis	331	No	7	15	8	3	1	3			7	12	58%	N/A	Marked for Cooling
Otis	332	No	7	15	8	3	1	3			7	12	58%	N/A	Marked for Cooling

For illustration only

Preliminary Cost Data (all costs in all rooms may be variable)

Ceiling Fans

\$3,500 for a four-fan setup

- ❖ Does not include consumables or installation cost
- ❖ Planning on in-house installation
 - Possible overtime

Split-level Air Conditioner

Approx. \$5K for the unit

- ❖ Does not include consumables or installation cost
- ❖ Installation cost may range from \$5K to \$20K depending on
 - Power
 - Roof structure
 - Roof access
- ❖ Installation by a contractor

Window Tinting

Approx, \$2.5K/room

- ❖ Commercial grade building products
- ❖ Manufacturer claims of 20-25 years
- ❖ Installation cost may vary depending on number, size, and accessibility
- ❖ Installation by a contractor

Trees and Greenery

- **Develop a sustainable and compliant plan for campus greenery that addresses heat reduction**
- **Consider outside facilitator to get input from school district staff and the community**
 - **Facilitator competencies should include:**
 - **Familiarity with Public TK-12 operations and instructional needs**
 - **Extensive experience in large-scale or commercial landscape architecture**
 - **Knowledge of Division of the State Architect (DSA) standards and process**
 - **Knowledge of fire and accessibility codes**
 - **Ability to help determine a standard**

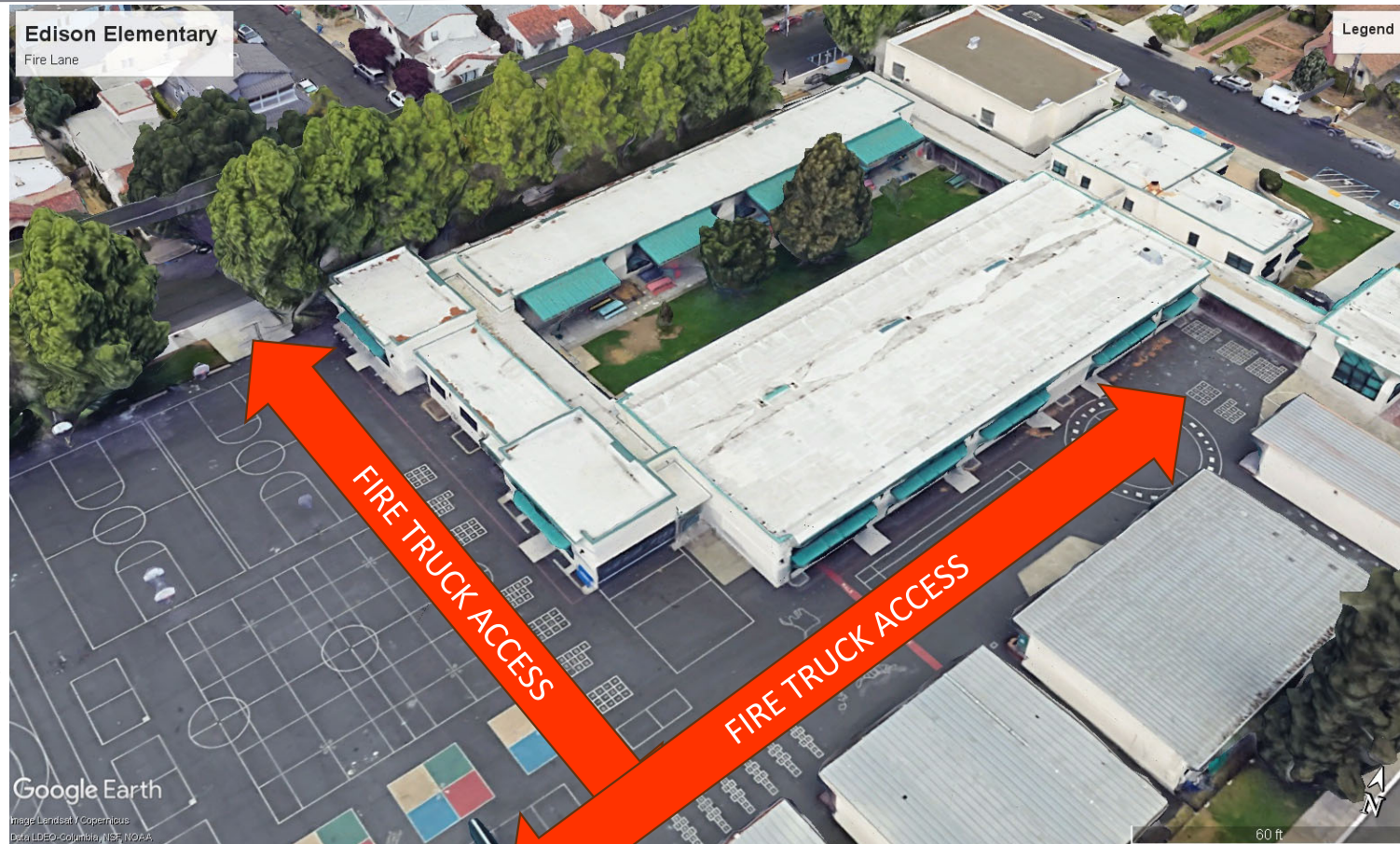
Facilitation Around Greening Projects

- **Facilitator would engage a diverse group of partners**
 - **Parents**
 - **Students**
 - **Teachers**
 - **Administrators**
 - **Maintenance Staff**
 - **Construction Staff**
- **Someone who knows DSA, schools, fire dept etc.**



Edison Elementary – An Example

1. Parts of Blacktop designated for emergency vehicle access
2. Blacktop may also serve as ADA-compliant pathway for students and staff with mobility needs
3. Parts of blacktop designated for PE program
4. Unknowns include soil conditions below blacktop
5. Need to proactively plan for irrigation/water for any new greenery



Phase Zero – Pilot Project

Objective

- Test and evaluate various cooling solutions
- Collect data on cost, effectiveness, and installation challenges

Funding

Approximately \$120K

Includes

- Maya Lin – Fans on first and second floor facing south (Taylor Avenue)
- Paden – Fans on second floor facing south (blacktop)
- Alameda High – Fans in two classrooms in Building “E”
- Franklin – Split level air conditioner in one classroom
- Maya Lin – Window tinting in two classrooms

Board Discussion & Questions

Addressing Heat in Classrooms: Potential Cooling Strategies

October 22, 2024

Pasquale Scuderi, Superintendent
Shariq Khan, Assistant Superintendent –
Business Services

Introduction

Context:

- Recent record heatwave: Affected teaching, learning, and working conditions in classrooms and offices
- Changing Climate Patterns: Rising temperatures and more frequent heat events
- Current Status: Half of the district classrooms have air conditioning

Goal:

- Start the process to evaluate, develop, and propose appropriate cooling strategies to improve classroom environments

A State-Wide Challenge Currently Reliant on Local Solutions and Resources

- California schools are broadly underprepared to deal with heat
 - Many schools built before climate made it a necessity
 - Others have old systems and districts are struggling to keep up with repairs and replacement
- Between 15% and 20% of California's K-12 public schools have no functioning heating and air conditioning at all
 - Another 10% of schools need major repair or replacement on existing and aging systems

Source: Cal Matters, October 1, 2024



National Infrastructure Challenge

- Nationally 41% of school districts need to update or replace their heating, air conditioning and ventilation systems in at least half of their schools, according to a federal study*.

**U.S. Government Accountability Office (GAO) : School Districts Frequently Identified Multiple Building Systems Needing Updates or Replacement : June 2020*

California State Senate Bill 1182: Master Plan for Healthy, Sustainable, and Climate Resilient Schools



STATE SENATE

Bill would have required California to develop a specified plan for climate strategies in schools on or before March 31, 2026.

- Vetoed bill on September 22, 2024
- Supported the goals of proposal
- Suggested that this be considered as part of annual budget process
- Vetoed a substantially similar bill previous year based on same concerns

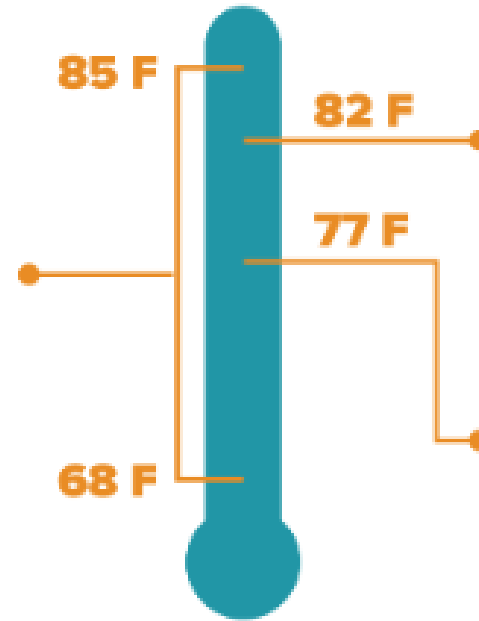


GOVERNOR

No Firm Standards Set Statewide for K-12 Classrooms

**How cool is cool enough?
We need more research.**

California's child care facilities must keep rooms occupied by children between 68 and 85 F.



The National Resource Center for Health and Safety in Child Care and Early Education recommends keeping rooms below 82 F for children.

New Zealand recommends classroom temperatures under 77 F.

Source: *The Problem With Hot Schools*, UCLA Luskin Center for Innovation 2023

Cal OSHA

- Worker protections like breaks are often hard to implement when the worker who needs a break is a teacher supervising kids
- Designated “cooling spaces” to support multiple classes are low in number and larger spaces are often accommodating PE and recess on those high heat days

Recent Heatwave

- Heat event in early October was one of the most intense and prolonged in the Bay Area history
 - Similar high temperature events in recent past Octobers
- Impact on students and teachers
 - Teaching and learning becomes difficult
 - Prolonged exposure to high temperatures can cause fatigue
 - For every degree hotter a school year gets, test scores go down 1%*
- Crucial to minimize the effects of future heat waves

* Source: Park, R. Jisung, Joshua Goodman 2020

Date	Maximum Temperature
Monday, Sep 30	90
Tuesday, Oct 1	94
Wednesday, Oct 2	96
Thursday, Oct 3	94
Friday, Oct 4	83
Saturday, Oct 5	92
Sunday, Oct 6	97
Monday, Oct 7	94

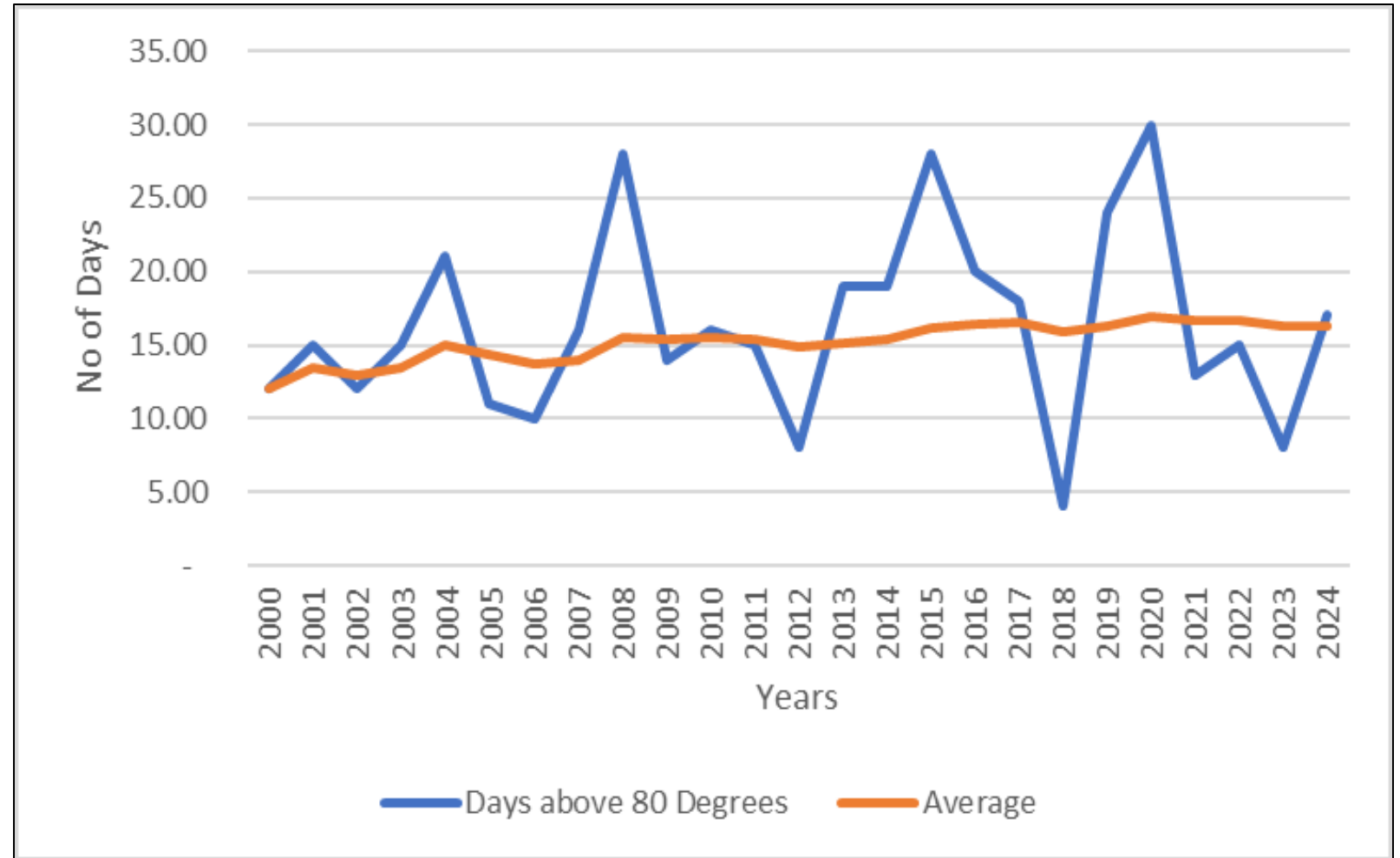
Historical Temperatures

- Alameda traditionally has mild weather
- Average temperatures are rising due to climate change
- Increase in frequency and intensity of heatwaves
- Shifting seasonal patterns
 - Higher maximum temperatures in fall months
- Record breaking temperatures in back-to-back Octobers

Historical Temperatures – 25-Year Trend

- Rising temperatures
 - From 2000 – 2024 number of days above 80 degrees has increase from fifteen to seventeen days

No of School Days when Temperature was Above 80 Degrees in the City of Alameda*



* Does not include June 15 to August 15

Historical Temperatures – Warmest Months

- Alameda's warmest months are when schools are in session
- Late-summer and early fall temperatures have become more extreme in recent years
- Increasing number of 80 degrees plus days are now in August, September, and October
- Higher than San Francisco, lower than Tri-Valley Cities

Month	Mean Daily Maximum
May	69.4
June	71.6
July	72.0
August	73.0
September	74.3
October	72.3

Facilities Master Plan (FMP)

Facilities Master Plan

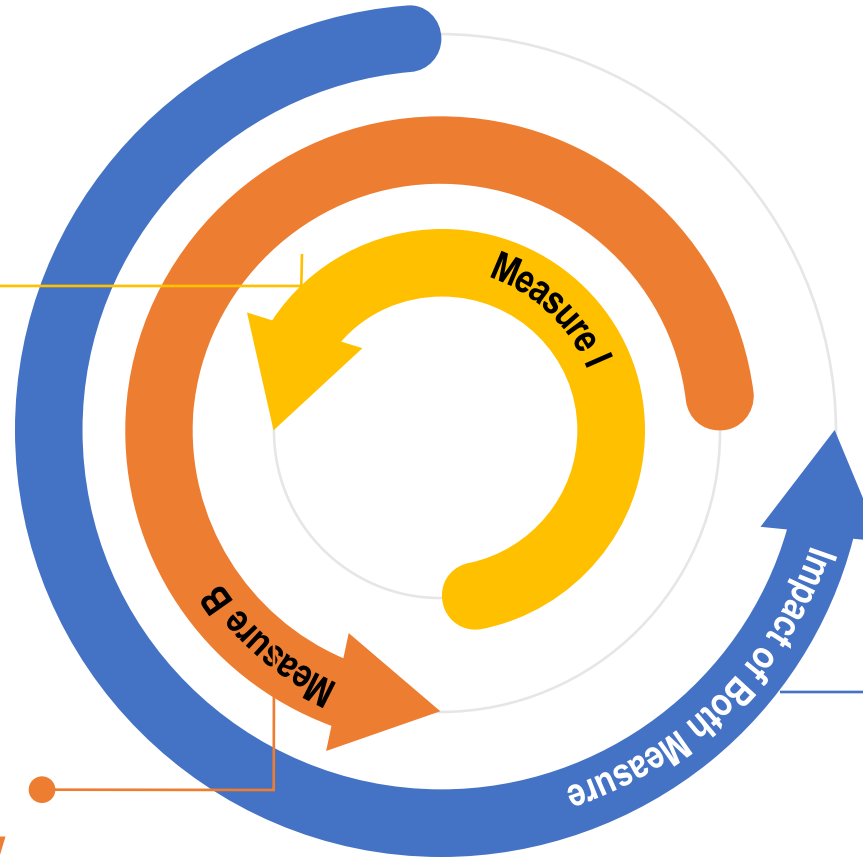
- Developed in 2014, and updated in 2022
- In all fifty-five meetings were held to solicit staff and community input

Community Focus

- Focus was on safety and infrastructure
 - 21st-century learning environment, including state of the art science labs, educational technology, and natural lighting
 - Building improvements - roofing repair/replacement, windows/doors, and finishes
 - Utility systems, such as plumbing, mechanical, fire safety, and electrical
 - Safety, such as a new lock system, telephone and emergency notification system.
 - While important, cooling systems did not get as high a priority as safety needs.

Facilities Bond Measures

- Measure I was based on the 2014 FMP, and projects were completed at each site.
- Focus was Alameda High and Encinal High



- Measure B bond is a continuation of Measure I and focuses on secondary schools and Otis Elementary

Two measures added:

- New cooling to about 100 classrooms and replaced cooling system in about 65 classrooms.
- Installed double pane, gas-filled windows and window shades at
 - Maya Lin
 - Edison
 - Earhart
 - Paden, and
 - Encinal (Bldg. 200 & 900)

Existing Mechanical Systems in AUSD Classrooms

- Ventilators to provide outdoor air
 - This is a Title 24 requirement
- Heating systems
 - Centralized boilers
 - Individual units
- Cooling systems
 - About half of the classrooms in the district have some kind of a cooling system
 - Centralized and individual package units

Classroom Inventory - Elementary

School	Total Classrooms	Classroom with Cooling	Classrooms without Cooling
ACDC	10	10	-
Bay Farm	27	10	17
Earhart	35	11	24
Edison	21	7	14
Franklin	14	5	9
Love	27	27	-
Maya Lin	25	-	25
Otis	29	15	14
Paden	22	3	19
Ruby Bridges	33	33	-
Total	243	121	122

Classroom Inventory - Secondary

School	Total Classrooms	Classroom with Cooling	Classrooms without Cooling
Alameda High	110	49	61
ASTI	6	6	-
Encinal Jr/Sr	49	18	31
Island High	12	1	11
Lincoln Middle	37	37	-
Wood Middle	33	33	-
Total	247	144	103

Short-term Measures

- Optimize natural ventilation by opening windows and doors
 - At some schools it may be possible to turn off outdoor air intake on extremely warm days
- Portable fans to enhance airflow
- Identify cooler areas for staff at each site
- Identify cooler spaces for students, such as MPRs, empty classrooms, or outdoor shaded areas, to rotate students from warmer classrooms

Exploring Cooling Strategies

- Start the process to:
 - Identify classrooms
 - Develop cooling strategies
 - Research cooling systems
 - Identify funding
 - Propose implementation plan

Process to Identify Rooms

- Build a rubric to identify buildings, classrooms, and appropriate cooling strategies. This can include:
 - Classroom temperature during our warmest months
 - Existing cooling measures
 - Sunlight exposure
 - Location
 - Classroom usage
 - Budget constraints

Potential Cooling Strategies

- Active Cooling

- Various technologies available to effectively cool rooms in hot conditions
 - Heat pumps, Swamp coolers (evaporative cooling), packaged units, split-systems, etc.
- Choosing the right system would depend on the scope
 - Immediate short-term relief (portable air conditioners)
 - Targeted cooling (Split-systems)
 - Whole building solutions
- May require significant electrical service upgrades

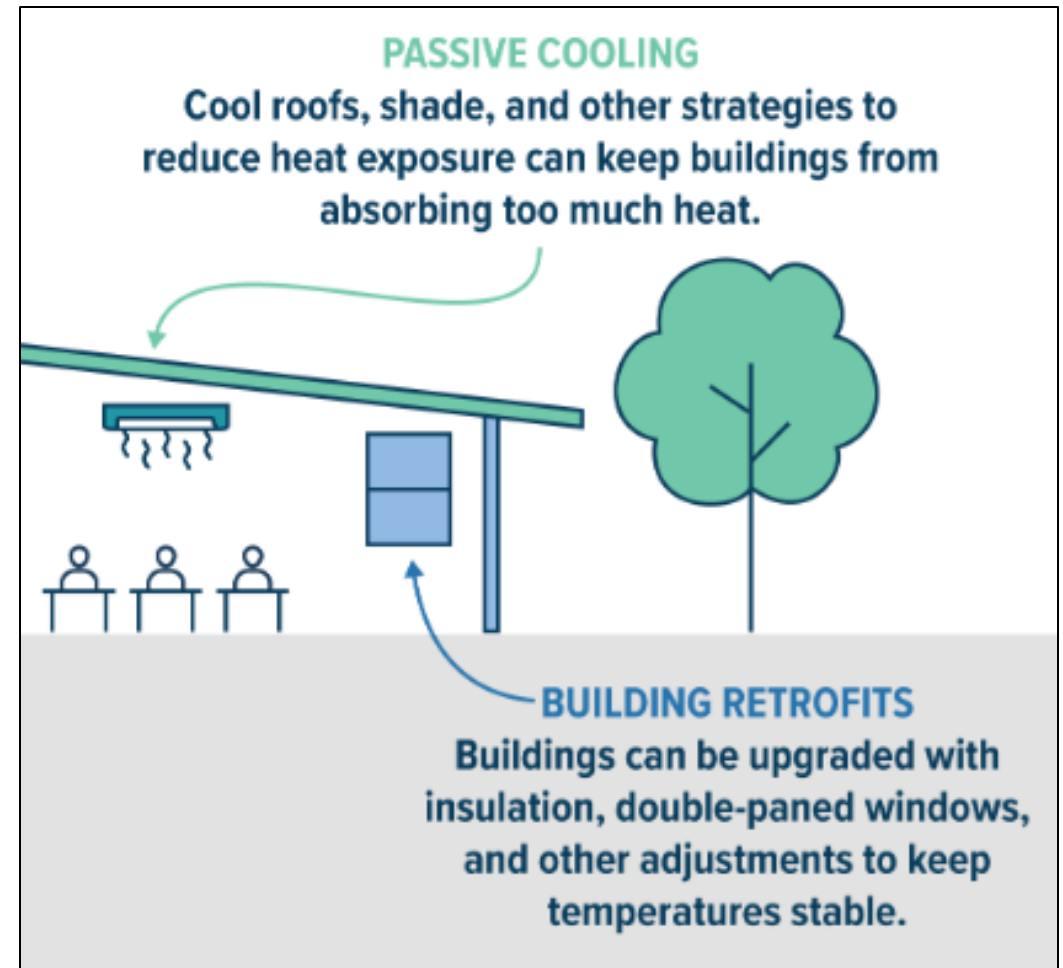
- Air Circulations Systems

- Fans circulate air within a room to create a wind chill effect
- Effective during summer and winter months
- New electrical cabling needed but not service upgrades

Potential Cooling Strategies

Alternative Cooling Strategies:

- May reduce heat gain, they may not be sufficient to cool classrooms during extreme heat events
 - Green landscaping
 - Trees
 - Shade structures
 - Cool roofs
 - Improved insulation



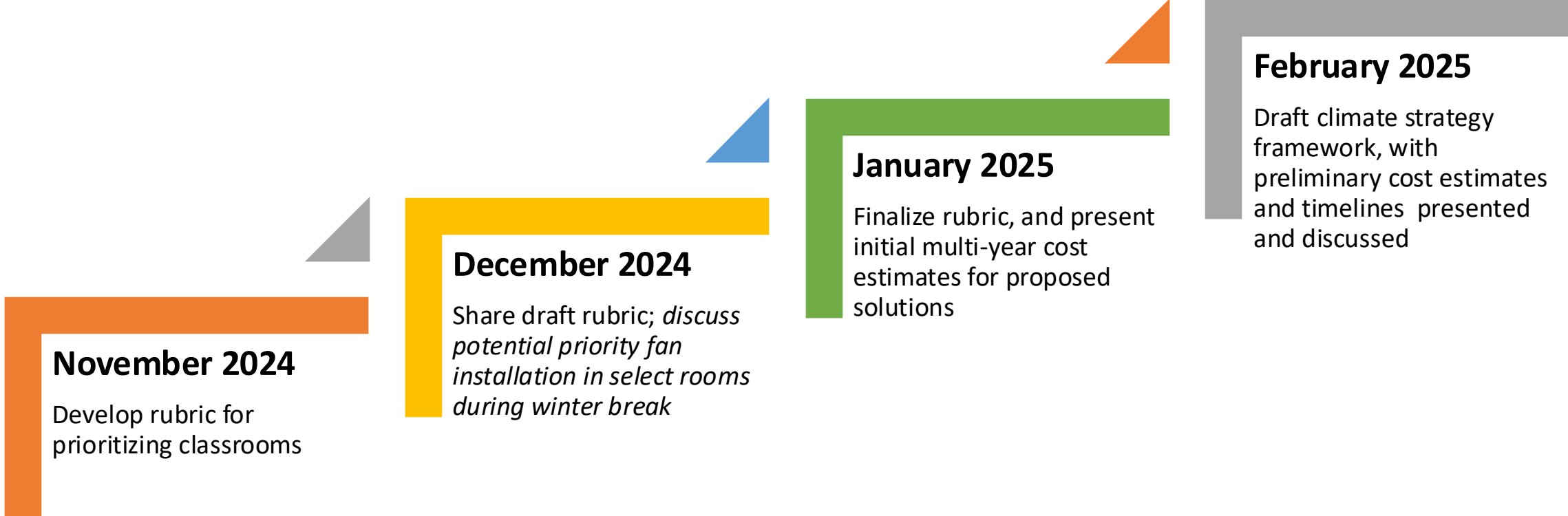
Cost

- Cost will vary depending on
 - Type of cooling
 - Unique classroom and building features
 - May trigger DSA approval and ADA upgrades
 - Availability of appropriate electric service
- Recent installation at Alameda Child Development Center (ACDC)
 - Cooling units (heat pumps) in twelve classrooms
 - New transformer and new utility pole
 - New electrical service to each classroom
 - Approx \$4 million

Funding

- Allocate General Fund
 - Unrestricted General Fund may be used for any educational purpose
- Reallocate facilities bond funds
 - Reduce the scope of existing projects

Tentative Next Steps



Board Discussion & Questions