



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday August 16, 2017 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605

Agenda

Agenda	Purpose	Presenter	Time
I. Opening Items			8:00 PM
A. Record Attendance and Guests		Julia Gitis	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes - June 2017 Board Meeting	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on June 12, 2017			
D. Approve Minutes - July 2017 Special Board Meeting	Approve Minutes	Rochelle Benning	1 m
Real property negotiations			
Approve minutes for Special Board Meeting - July 2017 on July 5, 2017			
E. Public Comment - Up to a Maximum of 3 Minutes per Speaker		Rochelle Benning	20 m
II. Academic Excellence			8:24 PM
A. Spring 2017 SBAC and AP Results	Discuss	Devin Krugman	15 m
B. Review 2016-2017 School Scorecard	Discuss	Devin Krugman	15 m
C. 2017 Summer Activity Report Out	Discuss	Devin Krugman	5 m
- projects/updates			
- summer school			
D. EBIA Academic Programs 2017-2018	Discuss	Devin Krugman	5 m
III. Enrollment/Staffing Update			9:04 PM
A. Update on 2017-2018 Enrollment Status	Discuss	Devin Krugman	5 m
B. Update on 2017-2018 Staffing	Discuss	Devin Krugman	5 m

IV. Facility			9:14 PM
A. Facility Update	Discuss	Rochelle Benning	10 m
<ul style="list-style-type: none"> - Prop 39 Status Marshall Campus Facility Negotiations Update - Update on Golden Gate Campus Move and Action Items 			
V. Finance			9:24 PM
A. Development Update	Discuss	Laurie Jacobson Jones	5 m
B. 2016-2017 EBIA Unaudited Financials for OUSD	Vote	Michelle Cho	10 m
Review and approve 2016-2017 EBIA unaudited financials for 9/1/2016 submission to OUSD.			
VI. Governance			9:39 PM
A. Consent Agenda	Vote	Rochelle Benning	5 m
<ul style="list-style-type: none"> - EBIA Parent and Student Handbook - EBIA Employee Handbook - June Check and Credit Card Registers - July Check and Credit Card Registers - Facilities Lease Golden Gate Academy - Enroll Oakland Charter 2017-2018 LOI 			
VII. Other Business			9:44 PM
A. Important EBIA Dates	FYI	Devin Krugman	5 m
Back to School Night: Aug. 21st - 6th Grade Families 6 - 8 pm Aug. 22nd- 7th and 8th Grade Families 6 - 8 pm Aug. 23rd - 9th and 10th Grade Families 6 - 8 pm			
B. Public Comment	FYI	Rochelle Benning	10 m
VIII. Closing Items			9:59 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes - June 2017 Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes - June 2017 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 12, 2017
2017_06_12_board_meeting_minutes.pdf



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Monday June 12, 2017 at 7:30 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Julia Gitis, Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning

Directors Absent

Gary Borden, Kate Doyle, Tom Pryor

Guests Present

Devin Krugman, Michelle Cho

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Monday Jun 12, 2017 @ 7:41 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 05-17-17.

Julia Gitis seconded the motion.

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

D. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn.
Julia Gitis seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Closed Session Pursuant to 54957

A. Open Closed Session and Record Attendance

B. Conference with Labor Negotiator

The board received an update from the labor negotiator.

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to close.
Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Resume Open Session

A. Record Attendance

B. Report on Closed Session

Shelley reported that we met with our labor negotiator.

C. Ratification of Collective Bargaining Agreement between EBIA and ETA

Kelly Garcia made a motion to ratify the collective bargaining agreement.
Julia Gitis seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Public Comment

IV. Academic Excellence

A. Year End Update - Intersession and Capstone

6th, 7th, 8th, and 9th graders went on successful Intersession trips. They were the most successful trips to date.
Capstone projects also went well this year.

B. LCAP

Laurie Jacobson Jones made a motion to approve the LCAP plan.
Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Summer School and other key EBIA Summer Activities

Summer school will run Jul 3 - Jul 28. Approximately 70 students and 4 teachers will participate.

V. Enrollment/Hiring Updates

A. Provide update on 2017-2018 Enrollment

David provided an enrollment update. Enrollment numbers in the middle and high school are strong. See board slides for more details.

B. Hiring Update

David provided a hiring update on new and returning teachers. David is excited about the talent coming in the pipeline.

VI. Finance/Business Operations

A. May YTD Financial Update

Michelle provided a financial update. See board slides for more details.

B. Review and Approve 2017-2018 Budget

Michelle reviewed the 2017-2018 budget. See board slides for details.

Laurie Jacobson Jones made a motion to approve the budget.

Kelly Garcia seconded the motion.

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

C. Review 2016 - 2017 EBIA Schoolwide Scorecard

This agenda item is moved to the next board meeting.

D. EBIA Back Office Support for 2017-2018

Laurie presented a back office update.

VII. Governance

A. Review and vote on Consent Agenda

Laurie Jacobson Jones made a motion to approve the consent agenda, assuming no material changes will come up with item 6- AIP- which depends on the schoolwide scorecard which will be discussed in the next board meeting.

Julia Gitis seconded the motion.

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

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:11 PM.

Respectfully Submitted,
Julia Gitis

DRAFT



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Monday June 12, 2017 at 7:30 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Julia Gitis, Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning

Directors Absent

Gary Borden, Kate Doyle, Tom Pryor

Guests Present

Devin Krugman, Michelle Cho

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Monday Jun 12, 2017 @ 7:41 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 05-17-17.

Julia Gitis seconded the motion.

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

D. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn.
Julia Gitis seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Closed Session Pursuant to 54957

A. Open Closed Session and Record Attendance

B. Conference with Labor Negotiator

The board received an update from the labor negotiator.

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to close.
Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Resume Open Session

A. Record Attendance

B. Report on Closed Session

Shelley reported that we met with our labor negotiator.

C. Ratification of Collective Bargaining Agreement between EBIA and ETA

Kelly Garcia made a motion to ratify the collective bargaining agreement.
Julia Gitis seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Public Comment

IV. Academic Excellence

A. Year End Update - Intersession and Capstone

6th, 7th, 8th, and 9th graders went on successful Intersession trips. They were the most successful trips to date.
Capstone projects also went well this year.

B. LCAP

Laurie Jacobson Jones made a motion to approve the LCAP plan.
Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Summer School and other key EBIA Summer Activities

Summer school will run Jul 3 - Jul 28. Approximately 70 students and 4 teachers will participate.

V. Enrollment/Hiring Updates

A. Provide update on 2017-2018 Enrollment

David provided an enrollment update. Enrollment numbers in the middle and high school are strong. See board slides for more details.

B. Hiring Update

David provided a hiring update on new and returning teachers. David is excited about the talent coming in the pipeline.

VI. Finance/Business Operations

A. May YTD Financial Update

Michelle provided a financial update. See board slides for more details.

B. Review and Approve 2017-2018 Budget

Michelle reviewed the 2017-2018 budget. See board slides for details.

Laurie Jacobson Jones made a motion to approve the budget.

Kelly Garcia seconded the motion.

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

C. Review 2016 - 2017 EBIA Schoolwide Scorecard

This agenda item is moved to the next board meeting.

D. EBIA Back Office Support for 2017-2018

Laurie presented a back office update.

VII. Governance

A. Review and vote on Consent Agenda

Laurie Jacobson Jones made a motion to approve the consent agenda, assuming no material changes will come up with item 6- AIP- which depends on the schoolwide scorecard which will be discussed in the next board meeting.

Julia Gitis seconded the motion.

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

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:11 PM.

Respectfully Submitted,
Julia Gitis

Cover Sheet

Approve Minutes - July 2017 Special Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes - July 2017 Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting - July 2017 on July 5, 2017
2017_07_05_board_meeting_minutes.pdf



East Bay Innovation Academy

Minutes

Special Board Meeting - July 2017

Date and Time

Wednesday July 5, 2017 at 8:00 PM

Location

<https://zoom.us/j/231614374> or Dial: +1 408 638 0968 (US Toll) or +1 646 558 8656 (US Toll) Meeting ID: 231 614 374

Directors Present

Julia Gitis (remote), Kate Doyle (remote), Ken Berrick (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote), Tom Pryor (remote)

Directors Absent

Gary Borden, Kelly Garcia

Guests Present

David Hardin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jul 5, 2017 @ 8:05 PM at <https://zoom.us/j/231614374> or Dial: +1 408 638 0968 (US Toll) or +1 646 558 8656 (US Toll) Meeting ID: 231 614 374.

C. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn.
Kate Doyle seconded the motion.

The motion unanimously did not carry.

II. Closed Session Pursuant to 54957

A. Open Closed Session and Record Attendance

Closed session opened, no change to attendees.

B. Conference with Real Property Negotiator

Ken Berrick made a motion to Continue to negotiation and finalize contracts for potential Upper School location pending that the school location becomes available.

Julia Gitis seconded the motion.

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

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to adjourn.

Tom Pryor seconded the motion.

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

III. Resume Open Session

A. Record Attendance

no change to attendance.

B. Report on Closed Session

Board voted to continue to negotiate and finalize contracts for potential Upper School location pending that the school location becomes available.

C. Public Comment

no public comment was made.

IV. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Tom Pryor seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:39 PM.

Respectfully Submitted,
Rochelle Benning

DRAFT



East Bay Innovation Academy

Minutes

Special Board Meeting - July 2017

Date and Time

Wednesday July 5, 2017 at 8:00 PM

Location

<https://zoom.us/j/231614374> or Dial: +1 408 638 0968 (US Toll) or +1 646 558 8656 (US Toll) Meeting ID: 231 614 374

Directors Present

Julia Gitis (remote), Kate Doyle (remote), Ken Berrick (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote), Tom Pryor (remote)

Directors Absent

Gary Borden, Kelly Garcia

Guests Present

David Hardin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jul 5, 2017 @ 8:05 PM at <https://zoom.us/j/231614374> or Dial: +1 408 638 0968 (US Toll) or +1 646 558 8656 (US Toll) Meeting ID: 231 614 374.

C. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn.
Kate Doyle seconded the motion.

The motion unanimously did not carry.

II. Closed Session Pursuant to 54957

A. Open Closed Session and Record Attendance

Closed session opened, no change to attendees.

B. Conference with Real Property Negotiator

Ken Berrick made a motion to Continue to negotiation and finalize contracts for potential Upper School location pending that the school location becomes available.

Julia Gitis seconded the motion.

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

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to adjourn.

Tom Pryor seconded the motion.

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

III. Resume Open Session

A. Record Attendance

no change to attendance.

B. Report on Closed Session

Board voted to continue to negotiate and finalize contracts for potential Upper School location pending that the school location becomes available.

C. Public Comment

no public comment was made.

IV. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Tom Pryor seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:39 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Spring 2017 SBAC and AP Results

Section: II. Academic Excellence
Item: A. Spring 2017 SBAC and AP Results
Purpose: Discuss
Submitted by:
Related Material: Aug2017.BoardDeck.AcademicExcellence.pdf



Academic Excellence

EBIA Team Updates, August 2017



EAST BAY
INNOVATION
ACADEMY

Spring 2017 SBAC and AP Test Results

SBAC Test Results

2017 Score Distribution

	Literacy Pass Rate	Math Pass Rate
Overall	60% (2016 – 64%)	48% (2016 – 51%)
Class of 2023	48%	34%
Class of 2022	61% (2016 – 58%)	58% (2016 – 56%)
Class of 2021	68% (2016 – 67%)	52% (2016 – 51%)

*Pass rate calculated as scores of 3 or above

SBAC Test Results

Demographic Score Distribution

Group	2016 Literacy Pass Rate	2017 Literacy Pass Rate	2016 Math Pass Rate	2017 Math Pass Rate
Overall	64%	60%	51%	48%
Girls	70%	70%	51%	55%
Boys	59%	52%	50%	44%
White	85%	79%	75%	75%
Black	42%	39%	35%	30%
Latino	49%	34%	29%	26%
2 or More	62%	64%	51%	43%
FRL	39%	38%	26%	21%
IEP	25%	27%	32%	12%
EL	12%	0%	6%	6%

*Pass rate calculated as scores of 3 or above

SBAC and MAP Test Results

Proficient and/or Making Growth Target for 16.17

	Literacy	Math
Overall	87%	74%
Class of 2023	77%	61%
Class of 2022	96%	80%
Class of 2021	87%	83%

*Pass rate calculated as scores of 3 or above

AP Test Results

Overall Score Distribution

Score	Human Geography	Environmental Science	Total Tests	% of Total
5	0	0	0	0
4	5	4	9	25.7%
3	2	4	6	17.1%
2	1	2	3	8.6%
1	14	3	17	48.6%

AP Test Results

Demographic Score Distribution

Group	Human Geography Pass Rate	Environmental Science Pass Rate
Overall	32%	62%
Girls	0%	0%
Boys	47%	73%
White	38%	80%
Black	20%	25%
Latino	25%	100%
Asian	50%	50%
2 or More	50%	50%
FRL	20%	33%
IEP	0%	0%
EL	N/A	N/A

*Pass rate calculated as scores of 3 or above



EAST BAY
INNOVATION
ACADEMY

SY 2016-2017 Schoolwide Scorecard

Scorecard Report Out

Performance

Category	Achievement Rate	To be Finalized
Engagement and Culture	70%	1
EBIA Team	100%	0
Finance and Operations	100%	2
Academics	50%	7
Student Enrollment and Retention	75%	1

Scorecard Report Out

Performance

Category	Areas of Strength	Areas of Challenge
Engagement and Culture	<ul style="list-style-type: none"> • Low suspension rate with zero expulsions • College going mindset • High rate of family recommendation 	<ul style="list-style-type: none"> • Community satisfaction with school site • Tracking and organization of volunteers
EBIA Team	<ul style="list-style-type: none"> • Increase in high quality applicants • Growth towards PEP goals 	<ul style="list-style-type: none"> • Development of HR systems
Finance and Operations	<ul style="list-style-type: none"> • Run of a balanced budget • End of year fund balance 	<ul style="list-style-type: none"> • Revenues exceed budget in excess of 4%
Academics	<ul style="list-style-type: none"> • Implementation of instructional model pillars • Academic growth for students 	<ul style="list-style-type: none"> • Academic proficiency for students on SBAC assessments
Student Enrollment and Retention	<ul style="list-style-type: none"> • High average daily attendance rate • Low student transfer rate 	<ul style="list-style-type: none"> • Low retention from 8th to 9th grade • Increased tardy rate



EAST BAY
INNOVATION
ACADEMY

Summer 2017 Activity Report Out

Summer Professional Development

Week 1 - New Teacher Training

- Focus – School model introduction
- Daily Themes – Connecting to the student experience, the teacher-student relationship, deep dive into curriculum, tools of the trade, operations and project share-out

Week 2 - All Staff Training

- Focus – Team building and systems development
- Daily themes – Ropes course, instructional priorities, culture and climate priorities, grade level team planning, orientation week planning and Upper School setup



EBIA Academic Programs 2017-2018

Instructional Priorities

Mission

- Through an emphasis on interim project development, we will increase support for academic intervention and personalized learning.

Priority

- Improve upon personalized learning practice to meet the needs of all learners.
- Decrease the gap that exists in academic achievement across demographic groups.
- Ensure one strong project cycle per trimester for each course.

Plan

- Codify and implement Upper and Lower School PBL principles of practice and shared language.
- Build a professional development calendar for the year with a focus on differentiation to meet the needs of all students within PBL environment.
- Increase focus on priority areas across goal setting for staff.

Culture and Climate Priorities

Mission

- Through the implementation of restorative practices, we will create a culture and climate that enable equitable outcomes for all students.

Priority

- Create a climate of inclusion across all stakeholders (parents, students, staff, etc.).
- Model restorative practices across staff relationships and personal practice.
- Ensure that communication and behavioral intervention systems emphasize and prioritize access to instruction.

Plan

- Codify and implement Upper and Lower School restorative practice with shared language.
- Develop and implement shared SEL and advisory programs that emphasize restorative practice.
- Implement a restorative justice coordinator at the Lower School.

Operational Priorities

Mission

- To support long-term school growth and fiscal responsibility through streamlined systems and processes.

Priority

- Manage finances to support the growth of fiscal reserves.
- Solidify and strengthen operational cadence and develop long-range plans that support school growth.
- Increase recognition of EBIA as a leader in educational innovation.

Plan

- Monitor and refine forecasts with actuals.
- Develop and implement communication, documentation and planning structures.
- Create a development strategy that aligns with EBIA's growth plan.
- Develop a long-range facilities plan.

SY 17.18 Academic Programs

Lower School Course Catalogue

English	Math	History	Science	Language	Arts	CS	Physical Education
English 6	Math 6	Ancient World History	Integrated Science I	Spanish I	Visual Arts I	Comp. Sci. I	PE I
English 7	Math 7	Classical World History	Integrated Science II				PE II
English 8	Math 8/ Algebra I	United States History	Integrated Science III				PE III

Upper School Course Catalogue

English	Math	History	Science	Language	Arts	CS	Physical Education
English 9	Algebra I	World History	Biology	Spanish I	Visual Arts I	Comp. Sci. I	PE I
English 10	Geometry	AP World History		Spanish II		Comp. Sci. II	
	Algebra II			Heritage Spanish		Comp. Sci. III	

*Credit recovery courses available as separate sections where needed

Cover Sheet

2016-2017 EBIA Unaudited Financials for OUSD

Section: V. Finance
Item: B. 2016-2017 EBIA Unaudited Financials for OUSD
Purpose: Vote
Submitted by:
Related Material:
August 2017 - EBIA Unaudited Actuals 2016-17.pdf
August 2017 - EBIA Unaudited Actuals 2016-17_cert.pdf
August 2017 - EBIA_financial summary for the board_Aug 2017 (2).pptx

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy
CDS #: 01612590129932
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 1620

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
 Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	2,168,469.00		2,168,469.00
Education Protection Account State Aid - Current Year	8012	81,302.00		81,302.00
State Aid - Prior Years	8019	1,602.00		1,602.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	928,062.00		928,062.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		3,179,435.00	0.00	3,179,435.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		16,295.00	16,295.00
Special Education - Federal	8181, 8182		145,023.00	145,023.00
Child Nutrition - Federal	8220		9,559.54	9,559.54
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	0.20	1,505.25	1,505.45
Total, Federal Revenues		0.20	172,382.79	172,382.99
3. Other State Revenues				
Special Education - State	StateRevSE		312,283.00	312,283.00
All Other State Revenues	StateRevAO	139,330.51	19,026.13	158,356.64
Total, Other State Revenues		139,330.51	331,309.13	470,639.64
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	879,487.79	0.00	879,487.79
Total, Local Revenues		879,487.79	0.00	879,487.79
5. TOTAL REVENUES				
		4,198,253.50	503,691.92	4,701,945.42
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,379,791.39	211,000.57	1,590,791.96
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	395,554.66	33,934.46	429,489.12
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,775,346.05	244,935.03	2,020,281.08
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	64,281.07	94,657.91	158,938.98
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	49,533.28	0.00	49,533.28
Clerical and Office Salaries	2400	145,704.69	0.00	145,704.69
Other Noncertificated Salaries	2900	40,839.19	2,013.64	42,852.83
Total, Noncertificated Salaries		300,358.23	96,671.55	397,029.78

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	190,335.00	27,295.40	217,630.40
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	62,853.53	10,554.04	73,407.57
Health and Welfare Benefits	3401-3402	144,292.10	24,426.78	168,718.88
Unemployment Insurance	3501-3502	16,310.40	3,048.70	19,359.10
Workers' Compensation Insurance	3601-3602	24,646.84	2,695.04	27,341.88
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		438,437.87	68,019.96	506,457.83
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	12,906.96	0.00	12,906.96
Books and Other Reference Materials	4200	0.00	4,826.52	4,826.52
Materials and Supplies	4300	88,114.36	14,742.09	102,856.45
Noncapitalized Equipment	4400	74,813.06	0.00	74,813.06
Food	4700	46,479.49	17,560.61	64,040.10
Total, Books and Supplies		222,313.87	37,129.22	259,443.09
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	889.44	0.00	889.44
Dues and Memberships	5300	4,462.39	0.00	4,462.39
Insurance	5400	35,017.00	0.00	35,017.00
Operations and Housekeeping Services	5500	189,327.85	0.00	189,327.85
Rentals, Leases, Repairs, and Noncap. Improvements	5600	150,829.47	0.00	150,829.47
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	687,483.41	365,697.84	1,053,181.25
Communications	5900	27,705.81	0.00	27,705.81
Total, Services and Other Operating Expenditures		1,095,715.37	365,697.84	1,461,413.21
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		3,832,171.39	812,453.60	4,644,624.99

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		366,082.11	(308,761.68)	57,320.43
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979	(258,383.68)	258,383.68	0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(258,383.68)	258,383.68	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		107,698.43	(50,378.00)	57,320.43
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	427,198.18	50,378.00	477,576.18
b. Adjustments/Restatements	9793, 9795	(36,940.18)		(36,940.18)
c. Adjusted Beginning Fund Balance /Net Position		390,258.00	50,378.00	440,636.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		497,956.43	0.00	497,956.43
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	497,956.43	0.00	497,956.43

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	399,539.61		399,539.61
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	487,080.89		487,080.89
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	45,739.57		45,739.57
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		932,360.07	0.00	932,360.07
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources				
	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable				
	9500	284,399.46		284,399.46
2. Due to Grantor Governments				
	9590			0.00
3. Current Loans				
	9640			0.00
4. Unearned Revenue				
	9650			0.00
5. Long-Term Liabilities (accrual basis only)				
	9660-9669	150,004.00		150,004.00
6. TOTAL LIABILITIES		434,403.46	0.00	434,403.46
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources				
	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
(must agree with Line F2)				
		497,956.61	0.00	497,956.61

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____	0.00	0.00	0.00
c. _____	0.00	0.00	0.00
d. _____	0.00	0.00	0.00
e. _____	0.00	0.00	0.00
f. _____	0.00	0.00	0.00
g. _____	0.00	0.00	0.00
h. _____	0.00	0.00	0.00
i. _____	0.00	0.00	0.00
j. _____	0.00	0.00	0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2015-16 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis will result in reduction to allocations for covered programs in 2018-19.

a. Total Expenditures (B8)	4,644,624.99
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	172,382.99
c. Subtotal of State & Local Expenditures [a minus b]	4,472,242.00
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 4,472,242.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2016 to June 30, 2017**

CHARTER SCHOOL CERTIFICATION

Charter School Name: East Bay Innovation Academy _____
CDS #: 01612590129932 _____
Charter Approving Entity: Oakland Unified School District _____
County: Alameda _____
Charter #: 1620 _____

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Shirene Moreira Name	Minh Co Name	Michelle Cho Name
Director, District Advisory Services Title	Accounting Manager Title	COO/CFO Title
510-670-4192 Telephone	510-879-0132 Telephone	510-577-9557 Telephone
smoreira@acoe.org E-mail address	minh.co@ousd.org E-mail address	michelle.cho@eastbayia.org E-mail address

To the entity that approved the charter school:

() 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: _____ Date: _____
 Charter School Official
 (Original signature required)

Printed Name: Devin Krugman Title: Head of School

To the County Superintendent of Schools:

() 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
 Authorized Representative of
 Charter Approving Entity
 (Original signature required)

Printed Name: Minh Co Title: Acctg Mgr

To the Superintendent of Public Instruction:

() 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
 County Superintendent/Designee
 (Original signature required)



EAST BAY
INNOVATION
ACADEMY

Unaudited Actuals FY 2016- 17 EBIA, August 2017

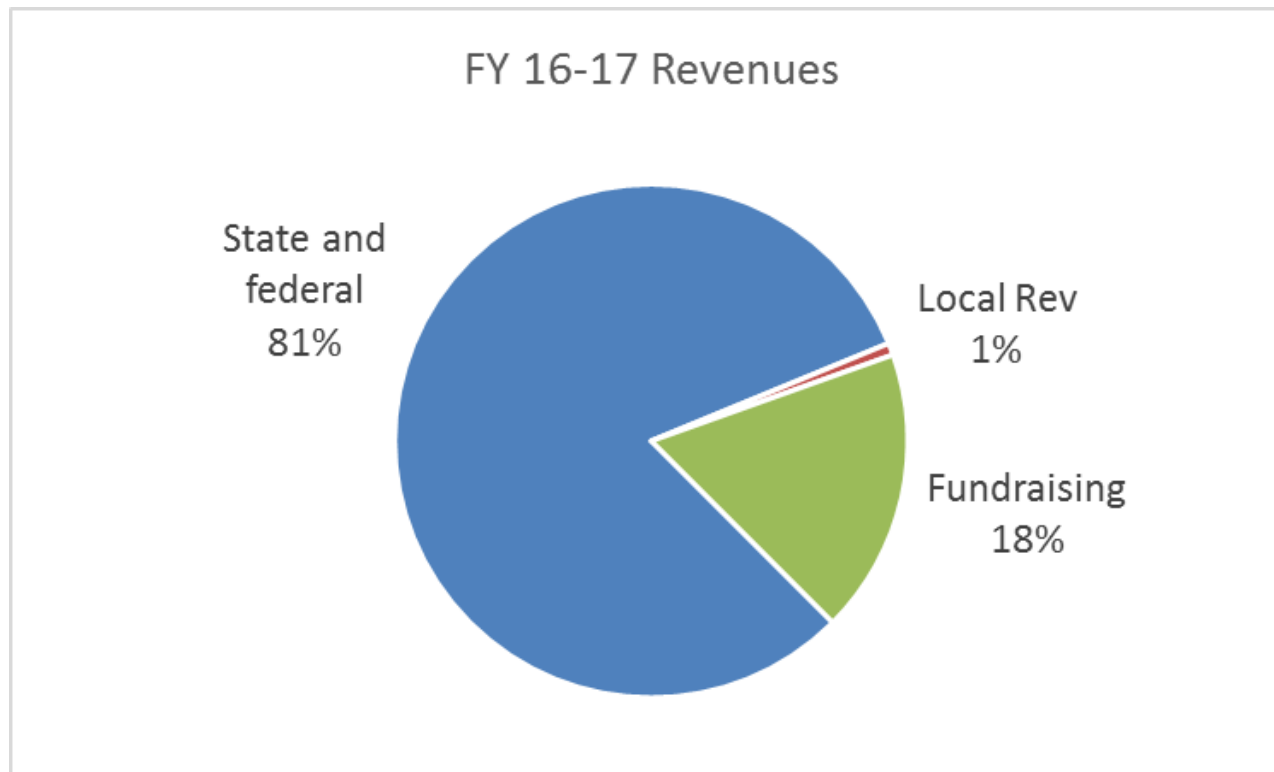
	Approved Budget	Previous Month's Forecast	Unaudited Actuals	(Previous vs. Current Forecast)	Variance (Budget vs. Current Forecast)
SUMMARY					
Revenue					
LCFF Entitlement	3,329,153	3,155,733	3,179,435	23,702	(149,718)
Federal Revenue	304,213	231,667	172,383	(59,284)	(131,830)
Other State Revenues	385,027	435,653	470,640	34,986	85,612
Local Revenues	38,318	37,986	35,537	(2,449)	(2,782)
Fundraising and Grants	503,500	838,133	843,951	5,818	340,451
Total Revenue	4,560,212	4,699,172	4,701,945	2,774	141,734
Expenses					
Compensation and Benefits	2,952,284	2,974,251	2,923,769	50,482	28,516
Books and Supplies	288,783	294,009	259,443	34,566	29,340
Services and Other Operating Expenditures	1,312,232	1,411,728	1,461,413	(49,685)	(149,182)
Depreciation	-	-	-	-	-
Total Expenses	4,553,299	4,679,988	4,644,625	35,363	(91,326)
Operating Income	6,913	19,184	57,320	38,137	50,408

Fund balance at \$498K (10% of expenses)

Revenue Highlights

FY 16-17 revenues: \$4.7M

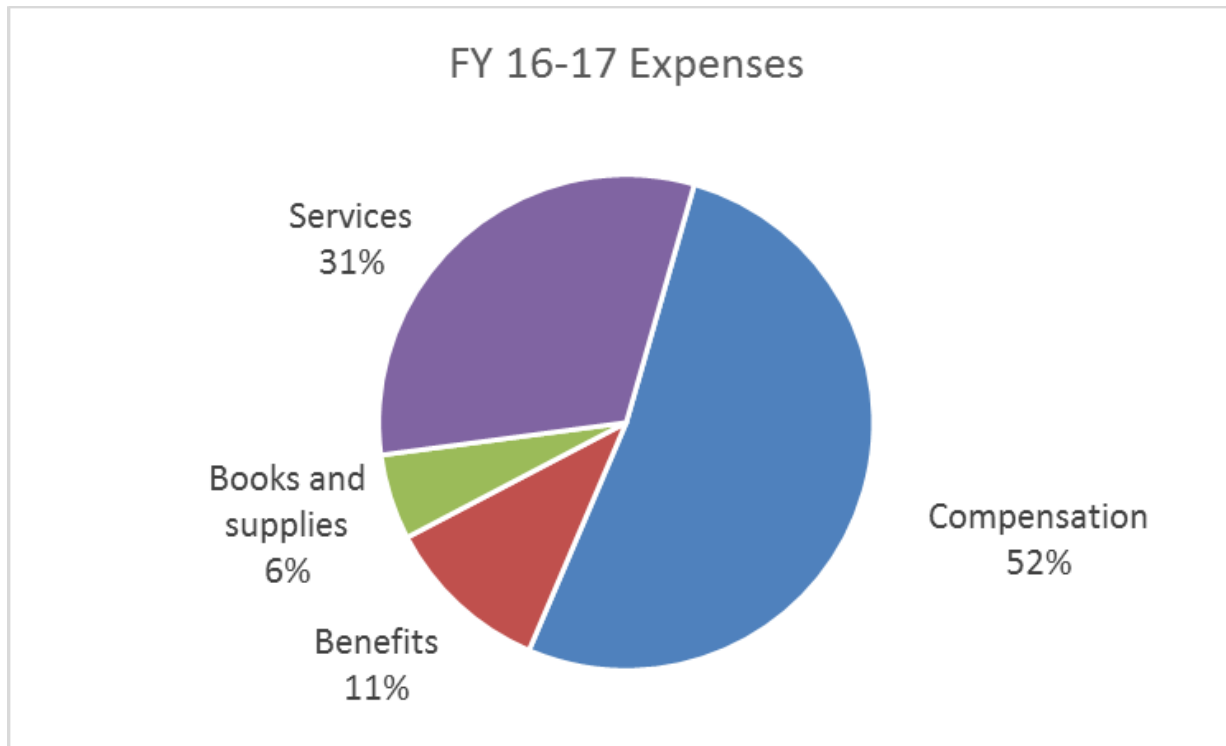
- State and federal rev driven largely by ADA (406.5)
 - Special Education rev: \$457K
- Local rev includes Oakland Measure N (\$12K)
- Fundraising rev (\$838K) includes \$646K private donations



Expense Highlights

FY 16-17 expenses: \$4.64M

- Compensation and benefits (\$3M)
- Special education (\$765K)
- After School Quest (\$35K)
- Intersession services (\$103K)
- Food services (\$64K)



Cover Sheet

Consent Agenda

Section: VI. Governance
Item: A. Consent Agenda
Purpose: Vote

Submitted by:

Related Material:

17 07 28 EBIA Proposed Addendum to GGA Lease.pdf
August 2017 - EBIA - June 2016-17 YTD Check Register - pr 071017.pdf
August 2017 - EBIA Employee Handbook SY 17.18.pdf
August 2017 - EBIA Parent and Student Handbook 2017-18 Final - English.pdf
August 2017 - EBIA Parent and Student Handbook 2017-18 Final - Spanish.pdf
August 2017 - EOC Letter of Intent to Participate for SY18-19 Enrollments (1).pdf
GGA.EBIA 2017-2018 UA Signed on 7-28-2017.pdf
July 2017 Board Meeting - EBIA June 2017 Check Register.pdf
July 2017 Board Meeting - EBIA June 2017 Credit Card Register.pdf

A D D E N D U M

Date: July 28, 2017

By and Between (Licensor): Northern California Conference of Seventh-Day, a California non-profit religious corporation, dba Golden Gate Academy
(Licensee): East Bay Innovation Academy, a California non-profit public benefit corporation and 501(c)(3) non-profit

Address of Premises: 3800 Mountain Blvd., Oakland, California 94619

In the event of any conflict between the provisions of this Addendum and the provisions of the Use Agreement dated July 25, 2017 (the "Agreement"), this Addendum shall control. All references to numbered paragraphs shall refer to the provisions of this Addendum. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement.

1. Term. Licensor authorizes Licensee to use the Premises for the Term of the Agreement for educational and ancillary administrative purposes. The Agreement shall not be terminable by either party with thirty (30) days written notice except in the event of a Default, and after compliance with paragraph 5.

2. Payment of Use Cost. Licensee may pay the Use Cost by check made payable to "Golden Gate Academy" or such other payee as Licensor may designate in writing.

3. Property Taxes. Licensor agrees to cooperate with Licensee so that Licensee may obtain the benefit of any applicable property tax exemption(s), and Licensor agrees that it shall not charge Licensee for any pro-rata share of property taxes that are not assessed by the County of Alameda.

4. Addresses for Notice Purposes. Notice provided in accordance with the Agreement shall be delivered to the parties at the following addresses:

a. If to Licensee: East Bay Innovation Academy
Attn: Devin Krugman, EBIA Executive Director
East Bay Innovation Academy
3400 Malcolm Boulevard
Oakland, CA 94605

b. If to Licensor: Golden Gate Academy
Attn: _____
[insert address line 1]
[insert address line 2]

5. Insurance. Article IX of the Agreement is deleted in its entirety and replaced with the following. Licensee shall obtain and maintain, for the Term of the Agreement, the following insurance:

a. Property Insurance. Licensee shall maintain property insurance on all of Licensee's personal property, Trade Fixtures, inventory, Licensee alterations and utility installations on the Premises. Such insurance shall be at full replacement coverage and proceeds from such insurance shall be used to repair or replace the property described hereinabove.

b. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability insurance against claims for bodily injury, personal and advertising injury and property damage based upon or arising out of Licensee's use, occupancy and maintenance of the Premises. Such coverage shall be written on an occurrence form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include contractual liability coverage and be endorsed to name the Northern California Conference of Seventh-day Adventists as an additional insured.

- c. **Automobile Liability Insurance.** Licensee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned and hired automobiles.
- d. **Workers' Compensation.** Licensee shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- e. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.
- f. All insurance, as required by this paragraph 3, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance evidencing the coverage and limits required under this Agreement shall be delivered to Licensor upon occupation of the Premises and on the first of January of each year during the contract period.

6. Indemnity. In addition to the indemnification obligations of Licensee, Licensor shall indemnify the Licensee against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensor or its agents. Said indemnification is limited to injury or damage attributable to Licensor or its agents' use of the Premises. Licensor shall further indemnify, defend with counsel selected by Licensee, protect and hold harmless Licensee, its directors, officers, employees, agents, assigns and any successor or successors to Licensee's interest under the Agreement from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys', engineers', consultants' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property used by Licensee or its agents, or any indemnified party at any time directly or indirectly arising from or attributable to (i) any breach by Licensor of any of its agreements, warranties or representations set forth in this Agreement, or (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Property, undertaken by the Licensee or its agents, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of Licensor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Licensee from any liability pursuant to such section. The indemnification obligations of Licensor and Licensee shall not include any expenses, liabilities, claims, losses, or damages that are not attributable to one or more action(s) or omission(s) of a party, its agents or invitees, or which result from the gross negligence or willful misconduct of a party.

7. Dispute Resolution. Licensor and Licensee agree that this paragraph 5 shall govern any dispute between the parties arising out of the Agreement. Before invoking any remedy for a default, Licensor agrees that an authorized representative designated by Licensor shall meet with the EBIA Executive Director, or such other representative for Licensee designated by the Board of East Bay Innovation Academy, in an attempt to resolve the dispute through informal negotiations. Both parties agree to meet in person through their designated representatives in a good-faith attempt to resolve the dispute. If such meeting does not resolve the dispute, the parties shall each designate a member of the Boards of the respective entities to meet with the foregoing representatives in an attempt to resolve the dispute through an in-person meeting. In the event that such informal negotiations do not resolve the dispute, Licensor and Licensee shall select a neutral third-party mediator to resolve the dispute through a formal mediation process prior to Licensor invoking any remedy on default or filing suit. Such mediator shall have no less than ten (10) years of experience as a licensed California attorney. The parties shall share the cost of the mediator, and shall participate in all required mediation sessions in good faith until the mediator determines that mediation process has been completed. Notwithstanding Article XX(F), an award of reasonable attorneys' fees shall be denied to any party which does not first participate in mediation in accordance with this paragraph prior to the filing of such a lawsuit. This paragraph shall survive termination of the Agreement with respect to any dispute arising from a cause of action which accrued prior to such termination.

8. Remedies on Default. In the event of a default, Licensor shall not have the immediate right to reenter or retake possession of the Premises. The exercise of any remedies for default shall be subject to compliance with paragraph 5. Under no circumstances shall Licensor acquire access, title or possession of any personal property or equipment of Licensee. In the event of a default by Licensor, Licensee shall deliver written notice to Licensor specifying the matters that constitute the default, and providing a period of at least thirty (30) days for cure. In the event that a default by Licensor

remains uncured after a reasonable time for cure, Licensee shall have the right to damages, specific performance, and injunctive relief, as well as the right to cure the default at the Licensor's expense.

9. Access to the Premises. Notwithstanding anything to the contrary in the Agreement, Licensee may limit access to any portions of the Premises where students are present unless an employee of Licensee is able to provide supervision at all times.

10. Corporate Authority. Each individual signing this Addendum warrants and represents that he or she has the requisite authorization to bind the respective party to the Agreement.

11. Signatures.

EAST BAY INNOVATION ACADEMY

Executed this ____ day of _____, 2017, at Oakland, Alameda County, California

By: _____
Licensee

By: _____
Licensee

GOLDEN GATE ACADEMY

Executed this ____ day of _____, 2017, at Oakland, Alameda County, California

By: _____
GGA Representative

By: _____
GGA Representative

NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS

Executed this ____ day of _____, 2017, at Pleasant Hill, Contra Costa County, California

By: _____
NCC of SDA Representative

By: _____
NCC of SDA Representative

EBIA, Check Register

Page 1 of 5

Check Register



EBIA
June 2017

Grand Total 188,242.05

Vendor	Check Number	Voided	Date	Description	Check Amount
ACT Aspire LLC	4678		6/7/2017	Acct# 4087850; Online ACT Aspire Summative Test	3,250.00
AT&T	4679		6/7/2017	BAN# 9391060401; Monthly Svc : 04/13 - 05/12/17	6,224.25
Kelly Atkinson	4680		6/7/2017	Reimb: Staplers	68.13
Michelle Fitts	4681		6/7/2017	Reimb: T-Shirts, Screen-Print Station & Front and Back Art Screens	730.28
Jeffrey Gordon	4682		6/7/2017	Reimb: Ziploc Bags & Totes for Mice/Headphones	31.72
Great American Insurance Goup	4683		6/7/2017	403b Insurance: Ashley Henry & Bonita Herrera	150.00
Ira Jinkins Recreation Center	4684		6/7/2017	Fitness Instruction: 06/05 - 06/06/17	670.00
Kaiser Foundation Health Plan	4685		6/7/2017	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: July 2017 + Retroactive Dues	19,110.15
Lesleigh Franklin, PhD	4686		6/7/2017	Pyshological/Assessments w/ Academic Testing: May 2017	5,000.00
Marlin Business Bank	4687		6/7/2017	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Jennifer L. McNeil	4688		6/7/2017	Remote & On side AR Support: Feb - Jun '17	3,450.00
Office Depot	4689		6/7/2017	Acct# 16610744; Postage Stamps	319.40
Cory Potts	4690		6/7/2017	Reimb: Mileage	133.22
Sergio's Janitorial & Yard Services	4691		6/7/2017	School Cleaning: 05/01 - 06/02/17	6,000.00
Teachers on Reserve	4692		6/7/2017	Cust: EASTB0001; Substitute Svc: 05/19/17	1,984.39
Vicenti, Lloyd & Stutzman LLP	4693		6/7/2017	Client# 15010501; Audit Service for FY 06/30/17	2,500.00
Vision Service Plan - (CA)	4694		6/7/2017	Acct# 30 050552 0001; Insurance Premium: June 2017	367.70
Michael Zacharia	4695		6/7/2017	Bookkeeping Svc: 05/01 - 05/31/17	1,181.25
BambooHR	DB061917		6/19/2017	DB061917; HR Tracking Software - Monthly Subscription	207.00
AT&T	4696		6/20/2017	Acct# 072 085 5436 436; Internet Server	980.36
Comcast	4697		6/20/2017	Acct: 8155 40 039 4380214; High-Speed Internet Svc	106.23
EdTec	4698		6/20/2017	Monthly Services: June 2017	10,833.33
Michelle Fitts	4699		6/20/2017	Reimb: Make-up, Glitter Hair Spray, Flying Boxes & Mic System	428.37
Jaymee Huggins	4700		6/20/2017	Reimb: Mileage	87.74
Law Offices of Young, Minney & Corr, LLP	4701		6/20/2017	Professional Svcs through 05/31/17	5,757.47

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

EBIA, Check Register

Page 2 of 5

Vendor	Check Number	Voided	Date	Description	Check Amount
Marissa Maimone	4702		6/20/2017	Reimb: Craft Supplies for Intersession Camping	154.45
Catrina Marchetti	4703		6/20/2017	Reimb: Firewood & Chips for Camping	57.65
Rocky's Market	4704		6/20/2017	Reimb: Food for Camping	581.76
Tina L. Oakley	4705		6/20/2017	Reimb: T-Shirts for Students	137.94
Amanda Okamoto	4706		6/20/2017	Reimb: Live Scan & 1TB Membership	156.00
Teachers on Reserve	4707		6/20/2017	Cust: EASTB0001; Substitute Svc: 05/26/17 Reimb: Glass Skirts for Cordage-making during 6th Grade	1,967.46
Mick Terrizzi	4708		6/20/2017	Camping Trip	37.99
Lansine Toure	4709		6/20/2017	Reimb: Mileage	59.92
Marian Tsongas	4710		6/20/2017	Instructor for Intersession: Feb 2017	500.00
Calvin Ye	4711		6/20/2017	Reimb: AP Human Geography Books & Food for Camping	238.90
Teach Speech	4712		6/21/2017	Teach Speech Hours: May 2017 Order# 1537128; 17 SOT Performance Labs: 02/21 -	8,793.76
Berkeley Rep School of Theatre	4713		6/21/2017	02/28/17	3,720.00
Nicole Connelly	4714		6/21/2017	Reimb: Mileage	119.31
Copower	4715		6/21/2017	ID#902360; Premium: July 2017 - due: 07/01/17	2,183.77
Darius Foster	4716		6/21/2017	Reimb: BBall Tournament	309.23
David Hardin	4717		6/21/2017	Reimb: Retreat for Admin	107.31
Tyler Levine-Hall	4718		6/21/2017	Reimb: Ice Cream Sandwiches	41.00
Chaise Rocco Levy	4719		6/21/2017	Instruction for June Intersession with 6th & 8th Grades Reimb: Giftcard for Nicole Connelly (Intersession Food	250.00
Marissa Maimone	4720		6/21/2017	2017)	40.00
Joy Delizo-Osborne	4721		6/21/2017	Reimb: Mileage	178.46
Zach Powers	4722		6/21/2017	Reimb: Retreat Lunch	107.59
Revolution Foods, Inc.	4723		6/21/2017	Cust# C001339; Food Service: May 2017	6,490.50
Donja Robinson	4724		6/21/2017	Instructions for Feb Intersession 2017	630.00
Seneca Family of Agencies	4725		6/21/2017	Svc: Mental Health - 05/01 - 05/31/17 Reimb: Dongle, Tape, Stickers, Markers, Construction	4,275.00
Nicole Solis	4726		6/21/2017	Paper & etc.	210.79
Teachers on Reserve	4727		6/21/2017	Cust: EASTB0001; Substitute Svc: 06/09/17 Consulting Svcs': Transportation & Technical/Clerical (05/11-	205.88
Traffic Engineering, Inc	4728		6/21/2017	05/31/17) Lodging, Breakfast, Lunch & Dinner for Teacher/Student	1,175.00
Tuolumne Trails	4729		6/21/2017	(Balance Due)	2,225.90
Waste Management Of Alameda County	4730		6/21/2017	Cust# 00513-38904; Waste Svc: May 2017 & Past Due	493.12
Wells Fargo	4731	Voided	6/27/2017	CC acct 2030 - closing date: 06/23/17	(1,161.46)

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

EBIA, Check Register

Page 2 of 5

Vendor	Check Number	Voided	Date	Description	Check Amount
Wells Fargo	4732	Voided	6/27/2017	CC acct 2030 - closing date: 06/23/17	(1,161.46)
Wells Fargo	4733		6/27/2017	CC acct 2022 - closing date: 06/23/17	1,161.46
PG&E	DB062717		6/27/2017	DB062717; PG&E	2,907.46
				Confirmation# 40555/56/57/58/59/60/40627/28; Transportation Svc: 06/08/17- Bus 1 of 2 & 2 of 2 (Balance Due): Due 07/14/17	7,435.00
Delta Charter Service	4734		6/28/2017	Reimb: Live scan Services	62.00
Jose Hector Gutierrez	4735		6/28/2017	Reimb: Mouse Trap	10.90
David Hardin	4736		6/28/2017	Reimb: Mileage	21.94
Bonita Herrera	4737		6/28/2017	Fitness Instruction: 05/01 - 05/31/17	4,687.00
Ira Jinkins Recreation Center	4738		6/28/2017	Reimb: Smart Aqua Pencils Kit, Solar Cart Parts, Poster Board, Fish Food, Glow Light & etc	827.69
Peter Leahey	4739		6/28/2017	Pyshological/Assessments w/ Academic Testing: June 2017	5,000.00
Lesleigh Franklin, PhD	4740		6/28/2017	Reimb: Live Scan	70.00
Chaise Rocco Levy	4741		6/28/2017	Reimb: Mileage (1237mi) 05/01 - 05/31/17	661.80
Laura Lira	4742		6/28/2017	2016/17 Charter School 1% Over sight Fee	31,778.00
Oakland Unified School District	4743		6/28/2017	Acct# 16610744; Supplies	128.74
Office Depot	4744		6/28/2017	NPS Tuition: 05/01 - 05/31/17	3,401.00
Seneca Family of Agencies	4745		6/28/2017	Cust# 0001249; Janitorial Supplies	899.30
Starline Supply Company	4746		6/28/2017	Reimb: Live Scan & Mileage	110.59
Marian Tsongas	4747		6/28/2017	Acct# 30 050552 0001;Insurance Premium: July 2017	350.74
Vision Service Plan - (CA)	4748		6/28/2017	DB062817; Ca Charter School JPA	16,054.00
Ca Charter School JPA	DB062817		6/28/2017	Imagine Math Student Licenses (380)	9,500.00
Imagine Learning, Inc	4749		6/29/2017		

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Credit Card



EBIA
June 2017

Grand Total 14,765.83

Credit Card	Vendor	Date	Description	Transaction Amount
9515-2022	Amazon Mktplace Pmts	6/23/2017	05/24 - Amazon Mktplace Pmts - Puzzle	25.98
9515-2022	Amazon Mktplace Pmts	6/23/2017	05/25 - Amazon Mktplace Pmts - Silver Paper	54.66
9515-2022	Amazon Mktplace Pmts	6/23/2017	05/26 - Amazon Mktplace Pmts - Acer CB screens	763.46
9515-2022	Jetro Cash & Carry Oakland	6/23/2017	06/05 - Jetro Cash & Carry Oakland - Groceries for student meals	1,275.32
9515-2030	Flinn Scientific	6/23/2017	05/24 - Flinn Scientific	222.06
9515-2030	Delta Charter Bus	6/23/2017	05/24 - Delta Charter Bus	1,110.00
9515-2030	Delta Charter Bus	6/23/2017	05/24 - Delta Charter Bus	1,110.00
9515-2030	Quikfixlaptopkeys	6/23/2017	05/24 - Quikfixlaptopkeys	6.48
9515-2030	Delta Charter Bus	6/23/2017	05/25 - Delta Charter Bus	1,222.00
9515-2030	Delta Charter Bus	6/23/2017	05/25 - Delta Charter Bus	956.00
9515-2030	Delta Charter Bus	6/23/2017	05/25 - Delta Charter Bus	1,222.00
9515-2030	Delta Charter Bus	6/23/2017	05/25 - Delta Charter Bus	1,278.00
9515-2030	Delta Charter Bus	6/23/2017	05/25 - Delta Charter Bus	1,278.00
9515-2030	Paperless Post	6/23/2017	05/30 - Paperless Post	60.00
9515-2030	Amazon.com	6/23/2017	05/31 - Amazon.com	61.73
9515-2030	Amazon.com	6/23/2017	05/31 - Amazon.com	30.03
9515-2030	Amazon.com	6/23/2017	05/31 - Amazon.com	1,559.30
9515-2030	Catsone.com	6/23/2017	06/01 - Catsone.com	11.55
9515-2030	Catsone.com	6/23/2017	06/01 - Catsone.com	11.55
9515-2030	Amazon Mktplace Pmts	6/23/2017	06/01 - Amazon Mktplace Pmts	245.99
9515-2030	Amazon Mktplace Pmts	6/23/2017	06/01 - Amazon Mktplace Pmts	17.14
9515-2030	Amazon Mktplace Pmts	6/23/2017	06/01 - Amazon Mktplace Pmts	13.74
9515-2030	Indeed	6/23/2017	06/01 - Indeed	42.05
9515-2030	Mountain Mike's Pizza	6/23/2017	06/05 - Mountain Mike's Pizza	128.82
9515-2030	Adobe *Creative Cloud	6/23/2017	06/05 - Adobe *Creative Cloud	19.99
9515-2030	RingCentral, Inc	6/23/2017	06/06 - RingCentral, Inc	610.36
9515-2030	Catsone.com	6/23/2017	06/08 - Catsone.com	346.50
9515-2030	Dropbox	6/23/2017	06/08 - Dropbox	9.99
9515-2030	Rosetta Stone	6/23/2017	06/09 - Rosetta Stone	179.00
9515-2030	Drake's Brewing Company	6/23/2017	06/12 - Drake's Brewing Company	479.13
9515-2030	LiquidSpace, Inc	6/23/2017	06/13 - LiquidSpace, Inc	160.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

EBIA

Page 5 of 5

Credit Card	Vendor	Date	Description	Transaction Amount
9515-2030	Codebender INC	6/23/2017	06/14 - Codebender INC	20.00
9515-2030	USPS	6/23/2017	06/21 - USPS	196.00
9515-2030	Wells Fargo	6/23/2017	06/23 - Wells Fargo VISA CC (2030 - formerly 9609) - Overlimit Fee	39.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.



**EAST BAY INNOVATION ACADEMY (EBIA)
TEAM MEMBER HANDBOOK
August 2017**

TABLE OF CONTENTS

WELCOME	6
EMPLOYMENT POLICIES	8
AT-WILL EMPLOYMENT	8
EQUAL EMPLOYMENT OPPORTUNITY	8
POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION	9
PROFESSIONAL BOUNDARIES: EMPLOYEE-STUDENT INTERACTIONS.....	12
CUSTOMER & PUBLIC RELATIONS	15
PROHIBITED CONDUCT	15
DISABILITIES - REASONABLE ACCOMMODATION	17
WORKERS’ COMPENSATION.....	17
CONFLICTS OF INTEREST.....	18
PERSONNEL RECORDS	18
EMPLOYMENT OF RELATIVES	19
PROPERTY, INCLUDING PROPRIETARY AND CONFIDENTIAL INFORMATION.....	19
SECURITY	20
OBLIGATIONS ON TERMINATION	20
TECHNOLOGY USE AND PRIVACY	21
PRIVACY.....	22
EBIA PROPERTY AND INFORMATION.....	23
WHISTLEBLOWER POLICY	24
EMPLOYMENT CONDITIONS.....	25
IMMIGRATION LAW COMPLIANCE	25
CREDENTIAL REQUIREMENTS.....	25
TUBERCULOSIS TEST	25
CRIMINAL BACKGROUND CHECKS.....	26
SUBSEQUENT ARREST NOTIFICATION SERVICE	26

CHILD ABUSE AND NEGLECT REPORTING27

FIRST-AID AND CPR TRAINING28

TEAM MEMBER VOICE AND INTERNAL COMMUNICATIONS28

 OPEN DOOR POLICY.....28

 STAKEHOLDER SATISFACTION SURVEYS29

 OTHER SURVEYS29

 SUGGESTION BOX.....29

PERFORMANCE MANAGEMENT29

 PROFESSIONAL DEVELOPMENT30

 PERFORMANCE REVIEW30

 CORRECTIVE REVIEW/DISCIPLINARY ACTION30

 UPWARD FEEDBACK32

COMPENSATION.....32

 BASE SALARIES.....32

 BASE SALARY INCREASES33

 EXEMPT VS NON-EXEMPT CLASSIFICATION OF TEAM MEMBERS33

 FULL-TIME VS PART-TIME CLASSIFICATION OF TEAM MEMBERS.....33

 OVERTIME.....33

 JOB DUTIES33

 PAY PROCEDURES.....34

 TIME RECORDS (NON-EXEMPT EMPLOYEES).....34

 MEAL PERIODS (NON-EXEMPT EMPLOYEES).....35

 REST PERIODS (NON-EXEMPT EMPLOYEES)35

 LACTATION ACCOMMODATION35

 PAYROLL WITHHOLDINGS.....36

BENEFITS37

 OVERVIEW OF BENEFITS.....37

 COBRA BENEFITS37

ATTENDANCE 39

SICK DAYS – Full-Time Certificated Employees..... 39

PERSONAL TIME OFF for Year Round Administrative Employees..... 39

ACCRUAL OF PERSONAL TIME for Year Round Administrative Employees 40

APPROVAL FOR PTO or SICK DAYS..... 41

PAID HOLIDAYS 41

LEAVES OF ABSENCE 41

FAMILY CARE AND MEDICAL LEAVE 42

PREGNANCY DISABILITY LEAVE..... 48

PAID FAMILY LEAVE 52

VICTIMS OF ABUSE LEAVE 52

VICTIMS OF CRIME LEAVE..... 53

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE 54

TIME OFF TO VOTE 55

SCHOOL APPEARANCE AND ACTIVITIES LEAVE..... 55

ORGAN DONOR / BONE MARROW DONOR LEAVE..... 55

VOLUNTEER CIVIL SERVICE LEAVE 56

BEREAVEMENT LEAVE 56

JURY DUTY 56

SAFETY AND SECURITY 57

SAFE WORKPLACE..... 57

SMOKE-FREE WORKPLACE..... 57

DRUG-FREE WORKPLACE 57

INSPECTIONS AND SEARCHES ON EBIA PREMISES 58

TRANSITIONS 59

CHANGES OF STATUS..... 59

PROMOTIONS 59

REFERENCES 59

Team Member Handbook

RESIGNATIONS..... 60

TERMINATIONS..... 60

EXIT INTERVIEWS..... 60

IN CLOSING 61

ACKNOWLEDGEMENT 62

APPENDIX A - HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

APPENDIX B - INTERNAL COMPLAINT FORM

WELCOME

Welcome to East Bay Innovation Academy! As team member at EBIA, you are an integral part of helping us achieve our mission. Your dedication to our students, pride in your work and commitment to EBIA is essential to our success.

This Handbook contains information about EBIA's employment policies and practices. We have designed our employment policies and practices not only to comply with federal and state employment laws, but also to attract, develop, retain, and reward talented educators, administrators, support staff, and leaders. Our policies and practices also reflect EBIA's core beliefs:

- We believe in **POSSIBILITY and PERSEVERANCE**: all children can and will achieve at the highest levels and be prepared for success in college and career, regardless of background or circumstance, when held to high academic and behavioral expectations. We value courage, initiative, and tenacity.
- We believe in **CREATIVITY and CURIOSITY**: we aim to develop students who pursue inquiry collaboratively with critical and creative minds. We value exploration, perspective, and determination.
- We believe in **COMMUNITY**: Parents, teachers, school leaders, and board members assume collective and individual responsibility for all student's success. We value relationships, kindness, integrity, and respect.
- We believe in the **GREATER GOOD**: Our school will open students' minds to an enlightened sense of social justice and civic responsibility. Our students will give back to the community and work to make the world a better place. We value holistic thinking that can improve our school, our community, and our world.
- We believe in **DIVERSITY**: In order to prepare students for a global society and workforce, they need to learn to work with and appreciate the contributions of those that are different from them, in all aspects of life.

This Handbook supersedes all previously issued Handbooks. We expect each team member to read this Handbook carefully, as it is a valuable reference for understanding your job and EBIA. However, please be aware that not all of EBIA policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. EBIA reserves the right to revise, delete and add to the provisions of this Handbook. No oral statements or representations can change the provisions of this Handbook. Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision. Furthermore, should any provision of this Handbook contradict a provision of an applicable collective bargaining agreement at EBIA, the applicable

Team Member Handbook

collective bargaining agreement shall be controlling. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask the Head of School, your Supervisor, or the Office Manager.

After reading this Handbook, all team members must sign the acknowledgment form at the back of this Handbook and return it to their supervisor. This will provide EBIA with a record that each team member has received and read the Handbook.

Again, welcome to East Bay Innovation Academy!

EMPLOYMENT POLICIES

EBIA's employment policies (and practices) comply with all Federal and state law requirements. In this section of this Handbook, you will find detailed explanations of these important requirements and how EBIA complies with them. Strict compliance with these policies is expected and required from all EBIA team members.

AT-WILL EMPLOYMENT

Unless stated otherwise by an applicable collective bargaining agreement, all employment at EBIA is "at-will." This means that both team members and EBIA have the right to terminate employment at any time, with or without advance notice (although we request and try to give two weeks' notice), and with or without cause. Nothing in this Handbook shall limit the right to terminate at-will employment. No one other than the Head of School and Chair of the Board of Directors of EBIA, collectively, have the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by both the Head of School and Chair of the Board of Directors of EBIA. Given the entrepreneurial nature of the organization, EBIA maintains a highly flexible culture, and so a team member's position and/or position description may be changed at any given time by his or her Supervisor. Nothing in this Handbook is intended to change this policy.

EQUAL EMPLOYMENT OPPORTUNITY

EBIA is an equal opportunity employer and makes employment decisions based on merit. EBIA policy prohibits unlawful discrimination on the basis of:

- Race;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken);

- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), or the Fair Employment and Housing Act “FEHA”);
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

When necessary, EBIA also makes reasonable accommodations for disabled team members, unless undue hardship would result.

EBIA promotes a positive, productive work environment within which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunity and prohibits discriminatory practices. It is the responsibility of every team member to conscientiously follow this policy.

POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

EBIA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. EBIA’s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

EBIA does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Operations Manager or designee.

When EBIA receives allegations of unlawful harassment, discrimination, or retaliation, the Head of School (if a complaint is about the Operations Manager) or the Operations Manager or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. EBIA is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

EBIA is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Operations Manager. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults and
 - o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- o Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - o Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate EBIA policy.

PROFESSIONAL BOUNDARIES: EMPLOYEE-STUDENT INTERACTIONS

BOUNDARIES DEFINED

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

ACCEPTABLE AND UNACCEPTABLE BEHAVIOR

Some activities may seem innocent from a staff member's perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established

boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

UNACCEPTABLE BEHAVIORS

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

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students or connecting through any social media channel if the content is not age appropriate and/or about school activities.

ACCEPTABLE AND RECOMMENDED BEHAVIORS

- Obtaining parent’s written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to “boundaries.”
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

REPORTING

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to the Head of School, and/or make a child abuse/neglect report as applicable. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. It is the duty of the Head of School to investigate and thoroughly report the situation. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. All reports shall be as confidential as possible under the circumstances.

INVESTIGATING

The Head of School will promptly investigate and document the investigation of any allegation of sexual misconduct, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Head of School shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

CONSEQUENCES

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

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Head of School.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.

- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing dress that includes explicit or derogatory graphic or text images.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.

DISABILITIES - REASONABLE ACCOMMODATION

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, EBIA will attempt to reasonably accommodate those individuals unless doing so would create undue hardship on EBIA. To ensure that EBIA understands the person's particular needs, any person who requires a reasonable accommodation in order to perform the essential functions of the job should contact the Operations Manager and request such an accommodation.

EBIA is committed to engaging in a timely, good faith interactive process with any qualified person with a disability who requests an accommodation in order to ascertain whether an effective, reasonable accommodation exists. The request should specify what accommodation the individual believes is needed to perform the job. EBIA then will conduct an investigation to identify the barriers that make it difficult for the individual to have an equal opportunity to perform his or her job. EBIA, in consultation with the individual, will identify possible accommodations that will help eliminate the limitation.

WORKERS' COMPENSATION

Workers' Compensation is designed to ensure that employees who are injured, become ill or disabled on the job are provided with needed medical benefits and wage-loss protection. A team member who sustains a work-related injury should immediately notify his/her Supervisor. Should the injury require the attention of a doctor, the Head of School or Operations Manager can provide the number of the Workers' Compensation Carrier's Physician Network Referral Unit. For reporting regulations, team members who have an on-the-job injury are required to see one of EBIA's approved worker's compensation doctors, unless the employee has pre-designated his/own physician. The School Office has a listing of clinics in the local area which are approved to treat employees reporting a work-related injury. In the case of an emergency, team members

should go to the nearest hospital emergency room for treatment and then utilize the Network Referral Unit if additional treatment is necessary.

CONFLICTS OF INTEREST

Team members are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, team members are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of EBIA. A conflict of interest exists when the team member's loyalties or actions are divided between EBIA's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Any exceptions to this guideline must be approved in writing by the Head of School and Chair of the Board of Directors. Part-time team members may engage in outside employment, provided that they disclose such employment and get written approval from their immediate Supervisor. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

PERSONNEL RECORDS

The information in the team member's personnel file is maintained as both a convenient resource for the collection of a team member's information and to comply with various regulations. A team member's personnel file is always confidential, unless otherwise required by law, and must be kept up-to-date. The team member must inform the Operations Manager immediately whenever there are changes in personal data (such as address, telephone number, number of dependents, and person(s) to notify in case of emergency) by filling out a Personnel Action Form (PAF) and submitting it to the Operations Manager.

A team member or former team member (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Operations Manager. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within thirty (30) days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

Personnel files are the property of EBIA and may not be removed from EBIA's premises without written authorization from the Head of School.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

EMPLOYMENT OF RELATIVES

Relatives of team members may be eligible for employment with EBIA only if the individuals involved are qualified, do not work in a direct Supervisory relationship, and are not in job positions in which a conflict of interest could arise. Relatives of team members are subject to the same procedures and requirements as any other job applicant, no more and no less. Team members may not interview any relative seeking to join the EBIA team nor may that team member influence the decision to hire or not hire any relative who is a job applicant. EBIA defined "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present team members who marry or who become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct Supervisory relationship with one another or in job positions involving a conflict of interest.

PROPERTY, INCLUDING PROPRIETARY AND CONFIDENTIAL INFORMATION

Given the nature of EBIA's business, protecting proprietary and confidential information is of vital concern to EBIA. EBIA property includes not only tangible property, like desks and laptops, but also intangible property such as information, including student records and student grades. This information is one of the most important assets of EBIA. All team members share responsibility to ensure that proper security is maintained at all times.

PROPRIETARY INFORMATION

Proprietary information includes all information relating in any manner to the business of EBIA and its schools, students, parents, consultants, customers, clients, and business associates obtained by EBIA team members during the course of their work. This Handbook, for example, contains proprietary information. Occasionally, in the service of EBIA's mission, EBIA may choose to share otherwise proprietary information (e.g. best practices) with outside parties. Such documents will be prepared specifically for publication and dissemination, with the express approval of the Head of School and/or the Board of Directors. If an individual team member receives a request from an outside party for either paper or electronic copies of EBIA documents, that individual should direct the request to the Operations Manager or their Supervisor before disseminating documents.

CONFIDENTIAL INFORMATION

Confidential information is any EBIA information that is not known generally to the public or the industry. Student lists, student cumulative files, student health files, student Individual Education Plans, personnel files, computer records, financial and marketing data, process descriptions, research plans, formulas, and trade secrets are examples of confidential information. In addition, in the case student information, federal law provides that information may not be disseminated except under certain limited conditions. (Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g, 34 CFR Part 99). Personal information, including salary, history of employment or reasons for departure, is also confidential and may not be discussed with anyone other than one's Supervisor or the Head of School. Team members will be subject to appropriate disciplinary action, up to and including termination for knowingly or unknowingly revealing information of a confidential nature.

SECURITY

To avoid loss of EBIA property, EBIA has safety plans, which specifically set out rules and procedures for maintaining control of entrances, exits, restricted areas, and other related security issues. Team members are expected to abide by these regulations. A copy of the school safety plan can be found in the administrative office.

All team members must observe good security practices. Team members are expected to take reasonable precautions to keep proprietary and confidential information secure from all persons who do not have legitimate reason to see or use such information. Failure to adhere to EBIA policies regarding proprietary and confidential information will be considered grounds for discipline, up to and including dismissal.

OBLIGATIONS ON TERMINATION

On termination of employment, whether voluntary or involuntary, all EBIA documents, computer records, and other tangible EBIA property in the team member's possession or control must be returned to EBIA. This includes but not limited to EBIA-issued laptops. In addition, any and all school supplies purchased with EBIA funds (including private grants, federal and state funding designated for the use of the organization, the school, and/or its students) are EBIA property and must be returned to EBIA. These items may include, but are not limited to, the following: computer equipment, software, professional books and binders received during training, dictionaries and other reference materials, bulletin boards, textbooks, leveled books, classroom books, library books, posters, consumable workbooks, office supplies, etc. This is true regardless of purchase method; that is, furniture, equipment and supplies are EBIA property regardless of whether they were purchased directly using a purchase order or credit card, or purchased by the team member but later reimbursed by EBIA through its expense reimbursement process.

TECHNOLOGY USE AND PRIVACY

EBIA provides various Technology Resources to authorized team members to assist them in performing their job duties for EBIA. Each team member has a responsibility to use EBIA's Technology Resources in a manner that increases productivity, enhances EBIA's public image, and is respectful of other team members. Failure to follow EBIA's policies regarding its Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; pagers; and voicemail systems.

Access to EBIA's Technology Resources is within the sole discretion of EBIA. Generally, team members are given access to EBIA's various technologies based on their job functions. Only team members whose job performance will benefit from the use of EBIA's Technology Resources will be given access to the necessary technology. Additionally, team members may be required to successfully complete EBIA-approved training before being given access to EBIA's Technology Resources.

EBIA team members are responsible for knowing and implementing student accountability procedures to protect Technology Resources. This includes the retention and maintenance of classroom devices, tracking of devices issued or loaned to a team member's students, and communicating damaged or lost devices to administration and families.

EBIA's Technology Resources are to be used by team members only for the purpose of conducting EBIA business. Team members may, however, use EBIA's Technology Resources for the following incidental personal uses so long as such use does not interfere with the team member's duties, is not done for pecuniary gain, does not conflict with EBIA's business, and does not violate any EBIA policy: (1) To send and receive necessary and occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system and cell phones for brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that team members adhere to all other usage policies.

EBIA assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on EBIA's Technology Resources. EBIA accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any EBIA property. EBIA strongly discourages team members from storing any personal data on any of EBIA's Technology Resources.

EBIA is aware that team members use electronic mail for correspondence that may be less formal than written memoranda. Team members must take care, however, not to let informality degenerate into improper use. As set forth more fully in the Harassment section of this Handbook, EBIA does not tolerate discrimination or harassment based on race, ethnic group, color, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, religion, creed, physical or mental disability, marital status, registered domestic partner status, medical condition, sexual orientation, veteran status, age, and any other basis protected by federal, state, or local law. Under no circumstances may team members use EBIA's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually-explicit or racial messages, jokes, cartoons).

Team members also must not use EBIA's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the team member has the author's permission or is accessing a single copy only for the team member's reference. In addition, team members may not use any of EBIA's Technology Resources for any illegal purpose, violation of any EBIA policy, in a manner contrary to the best interests of EBIA, in any way that discloses confidential or proprietary information of EBIA or third parties, or for personal or pecuniary gain.

Any team member using EBIA Technology resources to view or download indecent or inappropriate material will be ground for disciplinary action.

PRIVACY

All messages sent and received, including personal messages, and all data and information stored on EBIA's electronic-mail system, voicemail system, or computer systems are EBIA property regardless of the content. As such, EBIA reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

On occasion, EBIA may need to access its Technology Resources including computer files, electronic-mail messages, and voicemail messages. Team members should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on EBIA's Technology Resources, including personal information or messages. EBIA may, at its discretion, inspect all files or messages on its Technology Resources at any time

for any reason. EBIA may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

Certain of EBIA's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any team member of EBIA. Thus, even though team members may maintain passwords for accessing Technology Resources, team members must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Team members are expected to maintain their passwords as confidential. Team members must not share passwords and must not access coworkers' systems without express authorization.

Employees should not use personal devices or email accounts for School-related communications as these communications may nevertheless be considered public records subject to disclosure under the California Public Records Act. Such communications should only take place using School-issued devices and via the employee's EBIA email account.

EBIA PROPERTY AND INFORMATION

All software in use on EBIA's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No team member may load any software on EBIA's computers, by any means of transmission, unless authorized in writing in advance by the IT Department. Authorization for loading software onto EBIA's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

EBIA is very sensitive to the issue of protection of confidential and proprietary information of both EBIA and third parties ("Confidential Information"). Therefore, team members are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on EBIA's Technology Resources. Confidential Information should not be accessed through EBIA's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise the Head of School or return it promptly by mail.

Before transferring or copying any software from an EBIA Technology Resource to another computer, team members must request permission and receive written authorization from the IT Administrator.

EBIA has installed a variety of programs and devices to ensure the safety and security of EBIA's Technology Resources. Any team member found tampering or disabling any of EBIA's security devices will be subject to discipline up to and including termination.

EBIA may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on EBIA's Technology Resources may be conducted without warning at any time.

WHISTLEBLOWER POLICY

EBIA is committed to maintaining a workplace where team members are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of EBIA policy, specifically the policies contained in EBIA Team Member Handbook.

A team member who wishes to report a suspected violation of law or EBIA policy may do so confidentially by contacting the Board of Directors.

EBIA expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against team members who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of EBIA. Any team member who engages in retaliation will be subject to discipline, up to and including termination.

Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Any team member who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Head of School and Operations Manager. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform Head of School and the Operations Manager.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Head of School and a member of EBIA management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

EMPLOYMENT CONDITIONS

IMMIGRATION LAW COMPLIANCE

EBIA will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, EBIA will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the school may result in suspension without pay until such time as the necessary documentation has been provided.

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, EBIA is required to remove you from the work schedule until you meet the requirements or renew your credential.

TUBERCULOSIS TEST

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

CRIMINAL BACKGROUND CHECKS

As a condition of employment, EBIA requires all applicants for employment to submit two (2) sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. EBIA will not employ a person who has been convicted of a violent or serious felony or a sex or controlled substance offense or any person who would be prohibited from employment by a public school district because of his or her conviction for any other crime, unless an applicable exception applies. EBIA will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. EBIA shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

All fingerprint and background information must be completed and in the possession of EBIA before the first day of employment. Failure to complete this process will delay the team member's ability to begin work.

SUBSEQUENT ARREST NOTIFICATION SERVICE

All team members are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for EBIA. Any time a team member is arrested after his or her initial background clearance for the school, the DOJ will notify the school Human Resources contact and send the school the new CORI information. The Operations Manager will evaluate the new

information and determine whether it justifies suspension or termination of the individual's employment. At the discretion of the Head of School, he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Head of School for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Head of School is final.

CHILD ABUSE AND NEGLECT REPORTING

Since our team members work directly with children, they are in a position to detect instances of child abuse and neglect. It is EBIA's policy that all employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each team member has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the team member is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and make reports to the administrators.

It is extremely important that EBIA team members comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

EBIA will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code

section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

The Operations Manager is available to answer any questions team members may have about their responsibilities under CANRA, or to assist a team member in making a report under CANRA. If a team member makes a report pursuant to CANRA without EBIA's assistance, he or she is required to notify EBIA of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with EBIA.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. EBIA will provide First Aid and CPR training for teachers, assistants and staff. Any team member required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Operations Manager.

TEAM MEMBER VOICE AND INTERNAL COMMUNICATIONS

EBIA encourages open, honest and direct communication. Candid and frequent communication is the best way to ensure we serve all our constituents – including students, parents, community members and teammates – in the best way possible. EBIA has developed a number of ways to keep the lines of communication open.

OPEN DOOR POLICY

EBIA has an Open Door Policy that encourages team member participation in decisions affecting them and their daily professional responsibilities.

Teammates are encouraged to discuss their job-related concerns or complaints with the Head of School. Concerns can be raised in person, via mail, email, or telephone. EBIA believes that

teammate concerns are best addressed through this type of informal and open communication. EBIA will also attempt to keep all such expressions of concern, the results of its investigation, and the terms of the resolution confidential to the extent possible and reasonable. In the course of investigating and resolving the matter, however, some dissemination of information to others may be appropriate. No team member will be disciplined or otherwise penalized for raising a good-faith concern.

STAKEHOLDER SATISFACTION SURVEYS

EBIA will use an independent external company to administer Satisfaction surveys of teammates, parents, and students. These anonymous surveys provide an opportunity for constituents to inform the organization about what works well and what could be improved. The Teammate Satisfaction survey gives EBIA team members the opportunity to evaluate the school environment as well as rate their school Head of School. The results of this survey are factored into annual performance reviews and compensation decisions. Similarly, parents and students receive the opportunity to grade their Head of School and teachers.

OTHER SURVEYS

Teammates may occasionally be asked for input on other topics during the course of the year through other surveys, focus groups or interviews. The results of these surveys are used to guide management decisions, and sometimes provide additional information related to concerns raised during the annual survey.

SUGGESTION BOX

EBIA has a Suggestion Box located in the lobby, which any constituent (student, parent, community member, or teammate) can use to make comments or recommendations to the Head of School.

PERFORMANCE MANAGEMENT

EBIA is committed to being a world-class educational institution, which means achieving high levels of student academic performance through the work of effective educators. As a result, EBIA's practices related to performance management are a combination and balance of accountability and support. EBIA believes that all teammates should be held accountable for objectives and outcomes that they can influence – including, for educators and school Head of Schools, growth in student achievement. At the same time, EBIA has a responsibility to provide extensive support to help individuals meet their objectives and enhance their own professional efficacy – by building capacity, offering guidance, and providing resources. EBIA's teammates are expected to actively participate in continuous improvement by being open to feedback and by

using the resources and tools that EBIA provides, thereby modeling the learning process. EBIA's collaborative (rather than punitive) environment is ideal for striking this blend and balance of accountability and support.

PROFESSIONAL DEVELOPMENT

EBIA is committed to the professional development of all of its team members. For educators, EBIA provides training before the start of the school year, on-site coaching and modeling throughout the school year by the school Head of School and access to external workshops to cultivate teaching skills. EBIA may cover the cost of this professional development. Team members should talk with the Head of School about additional development opportunities and specific career paths.

PERFORMANCE REVIEW

EBIA provides a culture in which communication is encouraged. In a similar fashion, performance expectations and reviews are part of an ongoing, year-round process in which a team member will discuss these issues with his or her Supervisor. Such performance reviews may be formal or informal, and verbal or written. Examples of such ongoing review can include walkthroughs at the school, peer review, lesson observations and/or ongoing 360 degree feedback.

In addition, EBIA conducts periodic performance reviews for team members. Team members generally receive written performance evaluations at least once every year. As part of the process are also asked to provide self-evaluations. Performance ratings include feedback obtained through surveys of the community regarding both school and individual employee performance.

The purpose of the review is to support the team member to become a stronger member of the team. Specifically, the review will evaluate the team member's current level of performance, to examine the progress made since the last review, and to establish goals for the team member's next review. Further, the review helps ensure that both the team member and his/her Supervisor understand their respective roles in helping the team member achieving his or her career goals. During their performance reviews, team members are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within EBIA. A performance-based pay raise may occur within the annual appraisal process.

Teaching staff is evaluated consistent with the applicable collective bargaining agreement.

CORRECTIVE REVIEW/DISCIPLINARY ACTION

In light of EBIA's balanced approach of both accountability and support, under normal circumstances, Supervisors first informally coach and support team members to help increase performance before instituting any formal Corrective Review or disciplinary action. This increases an individual's likelihood of success in his or her position. In other words, a team member with a performance or behavior issue is typically given a warning so that he or she has an opportunity to correct the problem. If further coaching is necessary, a Supervisor may elect to develop a written plan in order to help the team member correct the behavior. Should a Supervisor's coaching be unsuccessful, a formal written warning of disciplinary action may be necessary. None of the foregoing limits, or is to be construed to limit, EBIA's "at-will" employment policy in any way whatsoever.

Team members may be disciplined for poor job performance and/or misconduct, including but not limited to the following:

- Unsatisfactory work quality or quantity
- Sleeping on the job or leaving the job without authorization
- Insubordination
- Excessive absenteeism, tardiness, abuse of break/lunch privileges, or failure to notify Supervisor in advance of anticipated tardiness or absence
- Dishonesty
- Disparaging, intentionally insensitive or hurtful behavior towards others.
- Failure to follow instructions or EBIA's policies and procedures
- Disclosing or using confidential or proprietary information without authorization
- Falsifying or altering EBIA records, including the application for employment
- Harassing, including sexually harassing, team members or students
- Possessing a firearm or other dangerous weapon on EBIA property or while conducting EBIA business or any other criminal act.

In addition, corrective review or disciplinary action may be taken if the team member is unsuccessful in meeting their deliverables or other performance expectations. These deliverables and expectations are set by the Supervisor of the team member, and for educators will include increasing student performance.

Though discharge or demotion for poor performance or attendance ordinarily will be preceded by an oral warning and a written warning, EBIA reserves the right to proceed directly to a written warning, or demotion, or termination, without resort to prior disciplinary steps, when EBIA deems such action appropriate or necessary.

A team member may be placed on investigatory leave without prior written warning or approval, usually for a period not to exceed fifteen (15) calendar days, in order to review or investigate actions, including but not limited to, insubordination, acts endangering others, or other allegations or serious misconduct.

For all represented team members, corrective review/disciplinary action shall be consistent with the applicable collective bargaining agreement.

UPWARD FEEDBACK

EBIA is committed to providing voice to all of its team members. In support of this principle, EBIA provides all team members an opportunity to engage in 360 degree feedback, in which the team member has an opportunity to reflect upon and inform management regarding the performance of his/her Supervisor.

COMPENSATION

The compensation and evaluation system used at EBIA differs from that used in traditional K-12 public school systems. It is designed to give the Head of School the flexibility needed to attract teammates whose skills match the unique needs of the school, reward individuals who get results, and ensure EBIA's compensation levels are competitive with the marketplace. For all represented team members, compensation shall be consistent with the applicable collective bargaining agreement.

BASE SALARIES

Base salaries are set according to the Head of School depending on:

- market rates (a range, based on an annual analysis of local district salary schedules and similar positions in other comparable organizations)
- an individual's experience and relevant expertise (e.g.: for a teacher, this may include fluency in multiple languages, experience with English language learners or Special Education, or relevant industry experience).

Individuals who may seem to have the same amount of experience on the surface may receive different base salaries because of their differing backgrounds and skills.

The Base Salary covers work done as part of an individual's job responsibilities during the regular work calendars for his/her position. Job description, work calendar and work schedules may be modified from time to time, and should be discussed with the Head of School prior to the beginning of each school year to ensure that expectations are clear.

BASE SALARY INCREASES

Pay increases are determined according to school and individual performance as defined in EBIA's annual performance goals as set by the Head of School and approved by the EBIA Board of Directors.

EXEMPT VS NON-EXEMPT CLASSIFICATION OF TEAM MEMBERS

All team members are classified as either exempt or nonexempt, according to job duties as determined by the provisions of applicable law. Non-exempt employees are covered by the overtime provisions of applicable law and are required to fill out timesheets accounting for all time worked in a pay period. Non-exempt employees are entitled to an overtime premium in accordance with applicable law (see Overtime below). Exempt employees are salaried employees whose job duties exempt them from the overtime provisions of applicable law. Exempt employees are paid a fixed salary determined by the duties to be performed rather than the number of hours worked. All site Head of Schools and educators are exempt employees. Job classifications are noted on each position description that is provided with each team member's new hire paperwork. Any team member who needs a copy of his/her position description, or wishes to inquire about his/her classification should contact the Operations Manager.

FULL-TIME VS PART-TIME CLASSIFICATION OF TEAM MEMBERS

Full-time employees are those who work at least thirty (30) hours per week. Part-time employees are those who are scheduled to work less than thirty (30) hours per week. Temporary employees can be either full-time or part-time, but work for a period of ninety (90) consecutive days or less. Temporary employees and most part-time employees are not eligible for medical, dental, vision, short- and long-term disability, or life insurance benefits.

OVERTIME

Hourly, non-exempt team members will be paid overtime for working in excess of eight (8) hours per day and in excess of forty (40) hours per week. The Head of School/Supervisor must approve all overtime in advance and sign all time sheets to indicate agreement.

JOB DUTIES

Each team member will learn the various duties and responsibilities of his or her job during training or from his/her Supervisor as part of orientation. Each team member should also be provided with a copy of the written job description for his/her individual position. In order to adjust to changes, EBIA reserves the right to modify job descriptions, add to or remove certain duties and responsibilities, or reassign a team member to an alternate job position.

EBIA team members are required to know and implement student attendance policies and procedures, including the collection of an office late slip from students who are tardy to morning advisory. Teachers are responsible for marking students who arrive to class late with the appropriate tardy in our information system.

PAY PROCEDURES

EBIA team members are paid on a semi-monthly basis. Salaried team members are paid on the 15th day and the last working day of the month, with each paycheck including earnings for all work performed through the date of the payroll check. Hourly team members are similarly paid on the 15th day and the last working day of each month, with the payroll check on the 15th day of the month covering the period of time from the 25th day of the previous month to the 8th day of the month in which the payday falls, and with the payroll check on the last working day of the month covering the period of time from the 9th day to the 24th day of the month in which the payday falls. If a scheduled payday falls on a Saturday, Sunday or company-observed holiday, team members will be paid on the day preceding the weekend or holiday. Team members are paid for all work performed for EBIA (less withholding taxes and authorized deductions), whether or not the work is performed on premises.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system. Each time record must show the exact time work began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. You cannot record time and/or submit a time record for another team member. Each team member must sign and submit his or her own time record. Team members must record all time actually worked; working off the clock is prohibited.

All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Head of School to make the correction and such correction must be initialed by both the employee and the Head of School.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Operations Manager with any questions concerning their pay so that inadvertent errors can be corrected.

MEAL PERIODS (NON-EXEMPT EMPLOYEES)

Nonexempt employees scheduled to work more than five (5) hours in a day are given a thirty (30)-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. The team member may waive this meal period if his/her workday will be completed within a total of six (6) hours or less. To waive a meal period, the team member must receive prior written approval from the supervisor and complete a "Meal Period Waiver" form.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods.

If a team member's day exceeds ten (10) hours of work time, the team member is entitled to an additional thirty (30)-minute duty-free meal break. The team member only may waive this second meal period if he/she has taken the required first meal break of at least thirty (30) minutes and his/her workday will not exceed twelve (12) hours. To waive the second meal period, the team member must receive prior written approval from the supervisor and complete a "Second Meal Period Waiver" form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period on the day's time record and to the team member's supervisor immediately. The meal period must be accurately recorded on the team member's time sheet. Meal periods are unpaid time and team members are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

REST PERIODS (NON-EXEMPT EMPLOYEES)

Nonexempt employees are authorized and permitted to take a ten (10)-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Do not leave the premises during your rest period and do not take more than ten (10) minutes for each rest period. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the team member's supervisor immediately. Team members are encouraged to report any concerns regarding meal or rest periods to the Operations Manager.

LACTATION ACCOMMODATION

EBIA accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

EBIA will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

PAYROLL WITHHOLDINGS

EBIA is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each team member's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, EBIA must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for

any reason. Voluntary deductions, which must be authorized in writing by team members, may include retirement plans, team member portion of insurance premiums, or any other benefit made available to team members.

EBIA prohibits improper deductions from the pay of any team member. If a team member believes an error has been made in his or her pay or deductions EBIA will work in good faith to resolve errors as soon as possible. The team member should notify the Operations Manager of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the team member's paycheck is explained on the check voucher/paystub. If the team member does not understand the deduction, then he or she should ask the Human Resources contact to explain it. The team member may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Human Resources contact.

BENEFITS

The benefits information in this handbook is only a summary of your benefit plans. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official Plan documents. If there is any conflict or difference between the information in this Handbook and the Plan documents, the Plan documents will govern. EBIA reserves the right to change or end these benefits at any time and for any reason, consistent with all laws and applicable collective bargaining agreement. If you would like additional information on any of the benefits offered, please contact the Operations Manager.

OVERVIEW OF BENEFITS

EBIA provides a benefits package to its regular, full-time team members who are regularly scheduled to work at least thirty (30) hours per week. The benefits package includes medical, dental and vision insurance. It also includes life, short- and long-term disability insurance.

EBIA believes that providing for a team member's future is important. All certificated team members (those with valid California Teaching Credential) automatically contribute to the State Teacher's Retirement System ("STRS"). To maximize its ability to attract qualified staff, the Charter School will periodically evaluate the feasibility and appeal to candidates of offering a 403(b) in lieu of STRS membership.

COBRA BENEFITS

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon

the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

EBIA will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. EBIA will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- EBIA stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

ATTENDANCE

Because EBIA depends heavily upon its team members to serve students and schools, it is important that team members attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. A team member who is unavoidably detained or unable to come to work must notify his/her Supervisor prior to scheduled arrival. Team members are expected to contact their Supervisors each day they are unable to work. Any team member who is absent from work without providing sufficient explanation will be considered as having voluntarily resigned from his/her job.

SICK DAYS – FULL-TIME CERTIFICATED EMPLOYEES

Certificated team members shall be provided sick leave consistent with the applicable collective bargaining agreement.

PERSONAL TIME OFF FOR YEAR ROUND ADMINISTRATIVE EMPLOYEES

EBIA grants Personal Time Off ("PTO") to eligible full-time team members only, to provide them with the flexibility to meet both their work and personal needs. The total amount of PTO granted, varies by position. PTO balances can be carried over year to year, with a maximum limit that varies by position. Upon separation of employment, whether voluntary or involuntary, the team member will be paid for any unused PTO at his or her base rate of pay at the time of separation. PTO can be used by eligible team members for any reason (e.g., vacation, illness, medical appointments, personal business), subject to approval by the team member's Supervisor. A Supervisor may set "blackout dates" during which Personal Time Off would have a disproportionate adverse impact on the organization, and requests for PTO will be denied. In general, blackout periods for time off include two (2) weeks before school starts, the first two (2) weeks of school, the last week of school and State Testing weeks. Team members must record

all PTO on the Time Off Approval Form and receive written approval from his or her Supervisor in advance.

ACCRUAL OF PERSONAL TIME FOR YEAR ROUND ADMINISTRATIVE EMPLOYEES

Eligible team members accrue Personal Time Off every month, based on their regularly scheduled work week and continuous length of service, measured from the date of hire. PTO is accrued by team members at differing rates, according to their job classification. The maximum limit on amount of PTO any team member may accrue and carry over varies by position

Team members do not accrue PTO during leave of absences. Accrual recommences when the team member returns to work.

SICK LEAVE – CLASSIFIED EMPLOYEES

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave can be used for personal illness, or to care for a child, parent, legal guardian or ward, sibling, grandparent or grandchild, spouse, domestic partner or any other designated person. If an employee has no spouse or domestic partner, the employee can designate one (1) person in lieu of spouse/domestic partner (within the first ten [10] days of each year). The designation can be only of one (1) person, annually. An employee may also take up to twenty-four (24) hours of their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Employees working at least two (2) hours per week are entitled to accrue one (1) hour of paid sick leave for every thirty (30) hours worked (which includes overtime hours worked by non-exempt employees). New employees shall not be permitted to utilize paid sick leave until they have completed ninety (90) days of employment at EBIA.

Accrued sick time is subject to a cap of seventy-two (72) hours. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap. Sick leave must be taken by employees in increments of one (1) hour.

Sick leave may only be used for the purposes specified in this policy. Accordingly, EBIA retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability, especially for absences exceeding three (3) consecutive days. Pay for sick leave may be withheld if a satisfactory verification is not timely received.

Employees are not allowed to draw against unearned/unaccrued sick leave. EBIA does not pay employees upon separation of employment for unused sick leave.

APPROVALS FOR PTO OR SICK DAYS

Team members taking days off must notify their Supervisor as soon as practicable and, in no event, later than one hour before their scheduled starting time. Moreover, team members taking days off must advise their Supervisor of their anticipated return date and the need for work coverage. Finally, team members taking more than five (5) consecutive or ten total days off in one year must comply with the medical certification requirements listed in the section on Family and Medical Care Leave. Team members are not permitted to borrow on expected future accrual of Sick Days.

PAID HOLIDAYS

Full Time EBIA team members observe scheduled days off on the school year calendar, as set forth by their Head of School each year. These days off are considered paid holidays that are accrued during the course of the work year. If unused (i.e. if a teammate works on a scheduled day off) the holiday does not “convert” into Personal Time Off, and does not roll over into subsequent years. For any hourly employee who works on a Holiday they will be paid the Holiday rate (double pay), in lieu of the regular rate.

All Part Time positions are paid for hours worked only, according to timesheets, as established in advance by school year and school day calendar with the approval of the site Head of School. Part time team members do not receive paid days off for holidays.

Team members are only eligible for holiday pay on those holidays which fall within their normal work schedule as designated by the school calendar. Team members who are uncertain about which days off are considered paid holidays should check with their Supervisors for a calendar.

Unless otherwise provided in this policy, all full-time team members will receive time off with pay at their normal base rate for each EBIA-observed holiday. Team members on a leave of absence are ineligible for holiday benefits that accrue while on leave.

Paid holidays that occur during an eligible team member’s Personal Time Off will not be counted as PTO taken.

LEAVES OF ABSENCE

Team members may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or the Fair Employment and Housing Act. Before granting such a leave, EBIA may require a written certification from a health care provider certifying the need for the leave (this form available from the Operations Manager). Such a leave will be for a period of time consistent with applicable law, but in no event shall extend past the date on which the team member becomes

capable of performing the essential functions of his or her position, with or without reasonable accommodation.

Other than compensation from outside sources, e.g., disability insurance, a leave under this section will be unpaid.

There are frequent changes in the legislation governing leaves of absence, making them considerably (and understandably!) confusing. Any team member who may need to, want to or is considering taking a leave of absence should contact the Operations Manager, or speak to his/her Supervisor.

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles.

- Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed

Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the

same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

EBIA may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second

opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Operations Manager. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Limitations on Reinstatement
 1. EBIA may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
 2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the

“key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

EBIA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. EBIA can

recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
 2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.
- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Operations Manager. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is

grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with EBIA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

PAID FAMILY LEAVE

The State of California offers a Paid Family Leave ("PFL") plan, which covers all team members who are covered by State Disability Insurance. PFL pays some compensation to employees who need time off from work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child. PFL offers up to six (6) weeks of wage replacement benefits in a twelve (12)-month period. There is no minimum eligibility requirement for time worked under this plan. Finally, while PFL provides benefits, it does not provide job protection or return rights.

VICTIMS OF ABUSE LEAVE

EBIA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide EBIA with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide EBIA one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, EBIA will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Head of School.

VICTIMS OF CRIME LEAVE

A team member who is himself or herself a victim, or who is a family member or registered domestic partner of a victim of a violent felony may take time off from work under the following circumstances:

- The crime must be violent or a serious felony, as defined by law; and
- The team member must be the victim of a crime, or must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.
- An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

- A registered domestic partner means a domestic partner who is registered in accordance with California state law.
- The absence from work must be in order to attend judicial proceedings related to a crime listed above.

Any absence from work to attend judicial proceedings will be unpaid, unless the team member chooses to take PTO.

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

EBIA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, EBIA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

EBIA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of

intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

TIME OFF TO VOTE

The School will allow any nonexempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the team member's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the team member agree otherwise. The team member may be required to prove he or she is a registered voter.

A team member may also serve as an election official on Election Day without being disciplined, however the School will not pay the team member for this time off. Vacation or personal hours which have accrued but not been used may be paid to the team member for this time off

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, EBIA will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of EBIA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

ORGAN DONOR / BONE MARROW DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter or emergency rescue personnel. This is an unpaid leave but the team member may use any earned sick, vacation and/or PTO.

BEREAVEMENT LEAVE

EBIA provides team members up to three days paid bereavement leave due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from a team member’s home, s/he may receive paid leave for five days with prior approval from his/her Supervisor.

JURY DUTY

A leave of absence for jury duty will be granted to any team member who has been notified to serve. For up to the first ten (10) days of this leave, EBIA team members will be compensated by payment of an amount equal to their regular salary. EBIA does not provide jury duty pay after the first ten (10) days of service.

A team member on jury duty is expected to report to work any day s/he is excused from jury duty. A team member summoned for jury duty should notify his/her Supervisor immediately and provide a copy of the jury notice and a copy of the jury duty payment stub (once payment has been received).

SAFETY AND SECURITY

EBIA is committed to providing a safe environment for both its team members and the pupils who attend our schools. EBIA has numerous safety procedures in place, including sign-in procedures requiring visitors to sign in and out at the schools. In addition, all team members and volunteers are required to submit to and to pass fingerprint clearances and TB testing.

SAFE WORKPLACE

EBIA recognizes that workplace violence is a growing concern at schools and offices across the country. EBIA is, therefore, committed to providing a safe, violence-free workplace and school environment. In this regard, EBIA strictly prohibits team members, students, parents, consultants, customers, visitors, or anyone else on EBIA premises or engaging in an EBIA-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, EBIA seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

SMOKE-FREE WORKPLACE

In compliance with government regulations, EBIA prohibits smoking in the workplace. This includes e-cigarettes and “vaping”. Additional requirements dictate that EBIA schools remain smoke-free environments.

DRUG-FREE WORKPLACE

EBIA strictly maintains a workplace that is free of drugs and alcohol and discourages drug and alcohol abuse by its team members and students. EBIA has a vital interest in maintaining safe and efficient working conditions and school environments for its team members and students. Substance abuse is incompatible with health, safety, efficiency, and success at EBIA.

The following are strictly prohibited by EBIA:

- Possession of alcohol or any illegal drug, intoxicant, or controlled substance while on the job or while on EBIA-owned or occupied premises.
- Use or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance while on the job or while on EBIA-owned or occupied premises.

- Driving a vehicle on EBIA business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- Distributing, selling, manufacturing, or purchasing – or attempting to distribute, sell, manufacture, or purchase – an illegal drug, intoxicant, or controlled substance during working hours or while on EBIA-owned or occupied premises.

Failure to abide by this policy will result in disciplinary action up to and including immediate termination.

INSPECTIONS AND SEARCHES ON EBIA PREMISES

EBIA believes that maintaining a workplace that is free of harmful materials is vital to the health and safety of its team members and students. These harmful materials include firearms, knives or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances; drug-related paraphernalia; alcoholic beverages; and/or unauthorized possession or use of EBIA property or proprietary and confidential information that a team member is not authorized to have in his or her possession. In addition, EBIA intends to assure its access at all times to EBIA premises and EBIA property, equipment, information, records, documents, and files. Accordingly, EBIA has established this policy concerning inspections and searches, and it applies to all EBIA team members.

In order to assure access at all times to EBIA property, EBIA reserves the right to conduct a routine inspection or search at any time for EBIA property on EBIA premises. Routine searches or inspections for EBIA property may include a team member's office, desk, file cabinet, closet, computer files, voicemail, electronic mail or similar places where team members may store EBIA property or EBIA-related information, whether or not the places are locked or protected by access codes and/or passwords. Inspections or searches for prohibited materials also may include a team member's pockets, purse, briefcase, lunch box, or other item of personal property that is being worn or carried by the team member while on EBIA premises. Because even a routine search for EBIA property might result in the discovery of a team member's personal possessions, all team members are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to be subject to inspection by EBIA. In addition, EBIA always reserves the right to conduct inspections and searches based on reasonable suspicion. Further information on this policy is available from EBIA's Legal Counsel.

Team members who are found to be in possession of prohibited materials in violation of this policy or in violation of other EBIA policies contained in this Handbook, will be subject to discipline, up to and including termination, regardless of EBIA's reason for conducting the search or inspection.

TRANSITIONS

EBIA is a unique and special place to work, and one in which many team members may choose to make their careers. For a variety of professional and personal reasons, team members may make a transition – either within the organization or elsewhere. EBIA strives to make all transitions as positive as possible.

CHANGES OF STATUS

Status changes can be work related, such as:

- Position changes
- Compensation/pay changes

They can also be personal changes, such as:

- Address/phone/name changes
- Emergency contact information changes

All changes need to be recorded on a Personnel Action Form and submitted to the Operations Manager.

PROMOTIONS

EBIA is committed to supporting career development for its team members, and thus actively promotes team members within the organization. All position changes are recorded as a status change (see above) and placed in the team member's personnel file.

REFERENCES

EBIA team members may receive requests to provide references for former team members, whether they were direct reports or colleagues. EBIA's policies with regard to references for former team members are designed to protect both the organization and the individual Supervisor or colleague from liability.

- *Written recommendation letters:* Because written recommendation letters are conventional in public education, it is at the discretion of the individual Head of School, Supervisor or colleague to agree to write an honest letter of recommendation for a departing teammate. Head of Schools, Supervisors and teammates who choose to write letters of recommendation should provide the Operations Manager with a copy for the team member's file.

- *Verbal references:* Only the Head of School is permitted to provide verbal references to prospective employers of former team members ONLY if the former or departing team member has signed an Authorization for Release of Information. This form, given to every departing team member and available from the Operations Manager, releases EBIA and its current teammates from liabilities related to releasing information about a former teammate. Any individual team member receiving a request for verbal reference should check with the Operations Manager to ensure the form has been completed before providing any information of any kind to a former teammate's prospective employer.
- *Information verification:* If a former team member has not completed the Authorization for Release of Information, any EBIA current team member who receives a request for reference or information about a former team member should simply refer the prospective employer to the Operations Manager. In this case, EBIA's policy is for the Operations Manager to verify only a team member's dates of employment, position(s) held and eligibility for rehire.

RESIGNATIONS

When a team member decides to leave for any reason, his/her Supervisor may use the opportunity to discuss the resignation in order to better understand the reason for departure. In addition, it is requested that the team member provide EBIA with a written two-week advance notice period.

TERMINATIONS

A team member may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of EBIA's rules of conduct. Notwithstanding these lists of rules, EBIA reserves the right to discharge or demote any team member for any reason with or without cause and with or without prior notice.

EXIT INTERVIEWS

As a general practice EBIA may conduct an exit interview. The purpose of the exit interview is to talk about the reason for leaving and for getting suggestions which will make EBIA a better place to work. If a team member has not already received their final paycheck or information about their benefits/continuation coverage, these will be provided as well. Prior to a team member's exit interview, all EBIA property must be returned.

Finally, nothing in this policy is intended to alter the at-will status of employment with EBIA. Either a team member or EBIA may terminate the employment relationship at any time with or without cause and with or without prior notice (although we request and try to give two weeks'

notice). EBIA reserves the right to terminate any employment relationship, to demote, or to otherwise discipline any team member without resort to the above disciplinary procedures.

IN CLOSING

Many of EBIA's policies and team member benefits have been treated only briefly in this Handbook. If you have any questions or want more information, your Supervisor or the Operations Manager will be glad to answer your questions, help with problems or respond to your feedback.

ACKNOWLEDGEMENT

PLEASE READ THIS TEAM MEMBER HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO YOUR SUPERVISOR OR THE OFFICE MANAGER WITHIN ONE WEEK OF RECEIVING THIS HANDBOOK.

Team member Name: _____

This is to acknowledge that I have received a copy of East Bay Innovation Academy' Team Member Handbook. I have read the Handbook and agree to abide by the rules, policies, and standards set forth in the handbook.

Unless dictated otherwise by any applicable collective bargaining agreement, I also acknowledge that my employment with EBIA is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice by me or by EBIA. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no Supervisor, manager, or other team member has the authority to enter into an employment agreement--express or implied--providing for employment other than at-will. The at-will relationship can only be modified in writing signed by both the Head of School and the Chair of the Board of Directors of EBIA.

I further acknowledge that, except for the policy of at-will employment as applicable, EBIA reserves the right to revise, delete, and/or add to the provisions of this team member handbook consistent with any applicable collective bargaining agreement provisions and other legal requirements. All such revisions, deletions, or additions must be in writing and must be signed by the Operations Manager. No oral statements or representations can change the provisions of this team member handbook.

Finally, and with the exception of any applicable collective bargaining agreement, I understand that the foregoing agreement concerning my employment at-will status and EBIA's right to determine and modify the terms and conditions of employment, is the sole and entire agreement between me and EBIA concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes any and all prior agreements, understandings, and/or representations concerning these topics.

Date: _____

Signed: _____

TO BE PLACED IN TEAM MEMBER'S PERSONNEL FILE

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Head of School or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

EBIA will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Team Member Handbook

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

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.
I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____



**EAST BAY INNOVATION ACADEMY (EBIA)
PARENT/STUDENT HANDBOOK**

2017-2018

Updated July 2017

Table of Contents

OUR TEAM	3
EBIA MODEL	4
WHAT DOES A DAY LOOK LIKE?	8
ATTENDANCE AND HEALTH	10
ACADEMIC POLICY	24
PARENTAL RIGHTS	26
OUR SCHOOL RULES	32
POSITIVE BEHAVIOR SUPPORT PLAN	33
STUDENT COMPLAINTS	36
UNIFORM COMPLAINT PROCEDURES	38
ADMINISTRATION	44

OUR TEAM

Contact information for our **School Team** can be found online [here](#).

Information on our **Board of Directors** can be found [here](#).

EBIA MODEL

Our Mission

East Bay Innovation Academy's ("EBIA" or "the Charter School") mission is to prepare a diverse group of students to be successful in college and to be thoughtful, engaged citizens who are leaders and innovators in a 21st century global world.

Our Vision

EBIA is rethinking how schools are run and structured, so that they better reflect the needs of a 21st century world. Most schools have not changed their structure, organization, facilities or instruction in over 50 years. While schools have not changed, our world has, leaving many of our schools, even the "best" ones, behind. EBIA is a powerful option for Oakland families and educators to build a diverse school that addresses the needs of the 21st century and beyond.

Our Instructional Model

EBIA is a rigorous STEAM (Science, Technology, Engineering, Art and Math) school with a unique focus on the social and emotional skills students need to be leaders. Students will learn to be problem solvers and strong advocates who work together and take responsibility for their own learning.



Students will work together on long-term, **"real-world"** projects that combine many different subjects, and will learn to present those projects using technology.

Students will alternate between different learning models, including online learning, and in later grades will be **self-guided**.

We make and do things! EBIA will be a safe place for students to **explore their interests** and learn the life lessons taught through practice and experimentation

Our Core Beliefs

We believe in **Possibility and Perseverance**

All students will achieve at the highest levels and prepared for success in college and career. We value courage, action and hard work.

We believe in **Creativity and Curiosity**

Students will work together with critical and creative minds. We value exploration, perspective and determination.

We believe in **Community**

Parents, teachers, school leaders, and board members will take responsibility for all students' success. We value relationships, kindness, integrity and respect.

We believe in the **Greater Good**

EBIA will teach students about social justice and civic responsibility. We value giving back to the community and improving our school, our community and our world.

We believe in **Diversity**

Students will prepare for society and the workforce by working with and appreciating those who are different from themselves.

Our Innovator Norms

The character traits we expect all our students to exhibit are known as **Innovator Norms**. Our six Innovator Norms will be woven throughout our culture, classrooms and community.

Perseverance: Maintaining a steady persistence in a course of action, and exhibiting a commitment to purpose and tenacity, in spite of difficulties, obstacles, or discouragement. Innovators are courageous in the face of difficulty, knowing that effort and hard work will improve the future, and are able to move past frustrations and setbacks quickly.

Curiosity: Eagerly desiring to know and learn; taking initiative and to be inventive.

Kindness: Being considerate or helpful.

Respect: Honoring or being considerate towards self, property, and others.

Conscientiousness: Being careful, meticulous; being thorough, careful, or vigilant; desiring to do a task well and to completion, being accountable, prioritizing to set and meet goals, and achieve results.

Citizenship and Leadership: The quality of an individual's membership in, and contribution to, a community. There are no passengers, only crew.

Nondiscrimination Statement

The Charter School does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004.

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination in Employment Act of 1967, The Age Discrimination Act of 1975, the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the EBIA Uniform Complaint Procedures (“UCP”) Compliance Officer:

Head of School (aka Executive Director): Devin Krugman
3400 Malcolm Avenue, Oakland, CA 94605 Phone: 510-577-9557
Email: devin.krugman@eastbayia.org

Homeless Students

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;

3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Homeless Liaison.

Homeless Liaison

The Head of School or designee designates the following staff person as the Charter School/Program Homeless Liaison for homeless students attending the Charter School (42 USC 11432(g)(1)(J) & (e)(3)(C).):

Homeless Liaison: Devin Krugman, Executive Director

East Bay Innovations Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

The Homeless Liaison shall ensure that (42 USC 11432(g)):

1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless students enroll in, and have a full and equal opportunity to succeed at Charter School.
3. Homeless students and families receive educational services for which they are eligible, including Even Start and Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by EBIA, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.

8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

For any homeless student who enrolls at the EBIA, a copy of the complete policy shall be provided at the time of enrollment and at least twice annually. A complete copy of this policy is available at the Attendance Office at the Marshall Campus, 3400 Malcolm Avenue, Oakland, CA 94605 or the Attendance Office at the Roosevelt Campus, 1926 19th avenue, Oakland, CA 94606.

WHAT DOES A DAY LOOK LIKE?

EBIA opens at 7:30 am and students are invited to come into the building to eat breakfast, check-out their school-assigned laptops, work on assignments, and socialize respectfully with classmates. We are a technology driven-school, using *Chromebooks* as our learning platforms, and will not assign textbooks to students. Students who don't have internet access at home or appropriate devices can use this time before school to work on assignments.

Because we know that building relationships and creating a sense of belonging and connectedness is integral to students' success, we have been very strategic in developing our master schedule to meet the socio-emotional needs of adolescents. Every day, our students meet with their Advisor, an adult who will serve as the captain of their crew. Advisory classes are comprised of 18-22 students who work together to develop interpersonal skills that will ensure their success in college and career. These tight-knit Advisory crews will learn to monitor one another's progress and success, navigating the nuances of school on a daily basis in their assigned rooms. On a weekly basis, advisory crews will also participate in morning meeting. The Morning Meeting is a time to develop a strong sense of community, where announcements are made, students perform, Advisory crews compete, people are honored and whole school issues are discussed.

Throughout the course of the day, students will receive instruction in the four core academic subjects of math, science, English/Language Arts, and social studies. Additionally, each student will have periods of Independent Learning Time (ILT), where he/she can work individually or collaboratively on assignments. EBIA additionally provides elective courses in fitness, computer science, Spanish and art.

After school, students may stay until 5:00 pm, Monday through Thursday, receiving help from tutors, attending teachers' office hours or participating in enrichment activities designed to engage students and give them exposure to myriad learning experiences. School closes early on Fridays (3:30pm for the

Lower School and 3:48pm for the Upper School). Arrangements must be made for on-time pick-up every day.

What does a year look like?

Our school year opens with a five-day orientation week aimed to provide students a comprehensive introduction to EBIA and the school year. Students will learn about our four pillars, six Innovator Norms, behavioral and academic norms, Advisory, Morning Meetings, regular and block schedules, support structures, breakfast, lunch, and most importantly, one another. In addition to building familiarity and community, all students will take diagnostic tests so that EBIA staff can determine academic levels and begin to set goals with students as part of their Personalized Learning Plans (PLPs).

The second week of school and throughout the year, students will attend their classes, receiving high-quality instruction, working towards mastery of course content through Blended Learning (BL) and Project-Based Learning (PBL). They will utilize design thinking principles in solving problems and utilize SEL skills in collaboration and presentation. Students will be accessing most of the curriculum via teacher-curated blended learning platforms, with links to content that is informative and meaningful. Students will have myriad benchmarks to track their progress and will demonstrate mastery via cumulative assessments, often in the form of end-of-unit projects they must develop and present.

Three times during the year, students will have 1-2 week intersessions where they will have markedly different learning experiences than they experience during the approximately six-week “academic sprints”. During these intersessions, outside agencies are contracted to provide opportunities for exploration (expeditions) into the worlds of science, arts, engineering, etc. Many of the sessions will take place on campus, while others will require field trips. This is a critical component of our instructional model, as we believe that incredible learning takes place not just in the typical classroom environment. Students requiring more academic and/or behavioral support will receive accelerated intersession intervention.

Twice a year, we have PLP days, where families meet with Advisors to discuss student progress towards achieving academic and socio-emotional goals. These “parent-teacher conferences” serve as another means of calibration in the learning partnership that must exist between home and school.

Near the end of the school year, EBIA will administer mandatory state testing to all students so that we can gauge our students’ individual academic progress and gauge our school’s effectiveness.

At the end of the school year, students will make Capstone presentations to our community about projects on which they have worked, demonstrating what they have learned in a professional manner and in a public forum.

Any students in danger of retention will be assigned Summer School in order to improve skills and be ready for the next school year.

ATTENDANCE AND HEALTH

Attendance Policy

EBIA will operate with an extended school day and year, offering the needed supports to ensure all students are ready for success in college and career. The school year consists of 185 calendar days with Lower School hours running from 9:00am – 3:30pm and Upper School hours running from 8:30am – 3:48pm, followed by our end of day Tutoring, Office Hours and enrichment programs running through 5:00 pm each day. The campus will open at 7:30 am for students to eat breakfast and do school work.

Absences

Students cannot miss more than 15 days (unless due to medical illness) and they must demonstrate mastery of grade level skills and curricular standards, or they may be candidates for possible retention. We will track daily attendance closely and communicate promptly and directly with families to minimize the impact of absence on any child’s academic progress. EBIA has established a School Attendance Review Board (“SARB”) who reviews school-wide attendance on a regular basis. The SARB is responsible for addressing students who are truant or chronically absent. In the case that a student is identified by the SARB as chronically absent or truant we will:

- Notify parents via letter or email of the student attendance and our policy
- Conduct a meeting with the students’ family and advisor to resolve further absences
- Conduct a meeting with school administration to establish a plan of action

- 1) Attendance is one of the most important factors in determining a student’s success in school. EBIA can provide a short-term independent study contract when an absence of three days or more is unavoidable. However, it is important to know that valuable education opportunities may be lost when a student is not in class. Therefore, we have established an attendance policy to promote student success.
- 2) We hope to foster responsibility and work ethics in your child. Students who are tardy disrupt the education of others in the class. Students are expected to be in class and ready to learn no later than the start of the school day; students arriving after that time are considered tardy. Students that arrive more than 30 minutes late are marked significantly tardy. A significant tardy is equivalent to 1/3 of an absence. Therefore, a student who is tardy more than 30 minutes to class 3 times will be considered absent.
- 3) It is our policy to verify absences each day. When students miss classroom instruction, much of the content may not be able to be replicated. However, work and assignments missed during absence may be able to be completed, as possible.
- 4) Please notify the school by calling (510) 577-9557, if it is necessary for your student to be absent for any reason. When leaving a message, please leave your name, student’s name, reason for the

absence and a phone number where you can be reached. Absences must be cleared within five school days or the absence becomes unexcused.

EBIA encourages students to approach their academic experience with a growth mindset, attaining a high degree of academic and social emotional growth across the year. It is not possible for this to happen if students are absent from class. The adult(s) legally responsible for a child are charged with ensuring that students are in school. EBIA understands that it is inevitable that there will be absences for excused reasons. However, with rare exceptions, these absences are infrequent and don't create a barrier that prevents students from reaching their potential.

- 1) EBIA has policies and procedures that allow students who have been absent for excused reasons to make up missed academic work. Making up missing assignments is seen as a way to minimize the negative impact of poor attendance. However, there is no way students can make up all they miss by not being in the classroom when learning is taking place.
- 2) In evaluating the success of students, we believe that attendance is the single most reliable predictor of student performance. Students who are regularly in school succeed; students who are chronically absent do poorly. Research also shows that there is an identical relationship between attendance and success in the workplace.

A student's absence shall be excused for the following reasons:

1. Personal illness (see section below for further information);
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic appointments;
4. Attendance at funeral services for a member of the immediate family:
 - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
 - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household.
5. Participation in religious instruction or exercises in accordance with Charter School policy:
 - a. The student shall be excused for this purpose on no more than four school days per month.

In addition, a student's absence shall be excused for justifiable personal reasons such as:

1. Appearance in court;
2. Attendance at a funeral;
3. Observation of a holiday or ceremony of his/her religion;
4. Attendance at religious retreats for no more than four hours during a semester.
5. Attendance at the pupil's naturalization ceremony to become a United States citizen.

Illness

A student who is ill should not be sent to school, since this may result in his/her health becoming worse and exposing others. Good indicators that students should be kept home:

Fever: With a temperature equal to or greater than 38.0 C or 100.4 F. The child can return to school after he/she has been fever-free for 24 hours (without fever-reducing medicine such as Tylenol or Advil).

Colds: A continuous green discharge from the nose may be a sign of infection; consider having the child seen by your health care provider.

Diarrhea/Vomiting: Return to school only after being symptom-free for 12 hours.

Conjunctivitis (Pink Eye): Return to school 24 hours after the first dose of prescribed medication.

Rashes: Student with an unexplained rash should return to school only after a health care provider has made a diagnosis and authorized the child's return to school.

Lice: A student with lice or nits is not permitted at school. Please treat him or her and notify the school. Your student may return to school when nit and lice free.

Religious Observances

When your student will be absent for religious observance, please call or send a note to school prior to that date. If you do, state regulations allow children absent for religious observance to be counted as present, but class work must still be made up within a reasonable period of time.

Independent Study

EBIA may offer independent study to meet the educational needs of students who receive prior approval for absences exceeding three school days due to travel, extended illness, or another cause of three or more school days in duration. Independent study will be limited to occasional, incidental instances of extended absences and will be offered in conformance with this Board Policy.

More information can be found in the "Policy" section of our family document library [here](#).

Promoting Health and Wellness

While we understand that many families want to celebrate birthdays and other events as part of the community, we ask that families follow healthy guidelines when bringing in food. Please check with the office before bringing in any food or drinks for any event. Some students have allergies to food and drinks and cannot be in close proximity to these items. Students bringing snacks to school should make healthy choices, such as fruits and vegetables.

Free or Reduced Priced Meals

The National School Lunch Program is a federally assisted meal program that provides nutritionally balanced, low-cost, or free lunches to children each school day. Parents/guardians of EBIA are encouraged to apply. There is no deadline to apply. Please see the Oakland Unified School District website for an [online application](#) or come to the main office for a paper application.

Arrival and Departure

The Lower School begins at 9:00 a.m. and dismissal time is 3:30 p.m. daily. The Upper School begins at 8:30am and dismissal time is 3:48pm, with an early dismissal of 3:10pm on Wednesday. Supervision is not provided prior to 7:30 a.m. Please pick students up within ten minutes of dismissal. If class is being conducted at an off-campus site, students not picked up within 10 minutes of dismissal will be returned to the school site.

Illness and Injuries

A first aid kit is located in the office. If your student is ill or injured beyond first aid or simple comfort measures, you will be called to take the student home or to the doctor. In an emergency, appropriate action will be taken, and you will be informed immediately. If you cannot be reached, other designated adults listed on the student's emergency form will be notified. It is essential that you keep the school informed of any change in address and/or telephone numbers so that a responsible party may be reached in an emergency.

Medications

The following policy regarding the administration of medications is applicable when the staff is responsible for the administration of, or assisting in the administration of, medication to students attending school during regular school hours, including before- or after-school programs, field trips, extracurricular and co-curricular activities, and camps or other activities that typically involve at least one overnight stay away from home, because administration of the medication is absolutely necessary during school hours and the student cannot self-administer or another family member cannot administer the medication at school.

Requirements for Administration or Assistance: Before EBIA allows a student to carry and self-administer prescription auto-injectable epinephrine, or inhaled asthma medication, or have authorized school personnel administer medications or otherwise assist a student in administering his or her medication, the school must receive a copy of the following:

- For prescription medications, we need a written statement, Rx label and completion of the School's Medication Authorization Form executed by the student's authorized health care provider specifying the medication the student is to take, the dosage, and the period of time during which the medication is to be taken and a statement that the medication must be taken during regular school hours, as well as detailing the method, amount and time schedule by which the medication is to be taken.
- We do not encourage the use of over-the-counter medications such as ibuprofen, antacid tablets or cough drops at school. However, the office keeps a small supply for emergencies, (not for daily use by the students). If the need arises to give your child one of the over-the-counter medications listed, we must have a written statement from your child's physician on the appropriate form.
- Parent request and approval in writing seeking school personnel to administer medication or otherwise assist a student in administering his or her medication.
- Parent signature on a release of information to allow School communication with the physician with regard to the medication.
- Parent signature on a release of liability.

Allergy Reporting

It is vital that EBIA is informed of any student allergy that is life threatening and/or may require use of medication. A list of students with allergies will be kept in each classroom. Any required medication will be stored in the main office. Please see the “Medications” section above for applicable guidelines.

Type 2 Diabetes

Description

Type 2 diabetes is the most common form of diabetes in adults. Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens. According to the U.S. Centers for Disease Control and Prevention (“CDC”), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

Type 2 diabetes affects the way the body is able to use sugar (glucose) for energy.

- The body turns the carbohydrates in food into glucose, the basic fuel for the body’s cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood to the cells.
- In type 2 diabetes, the body’s cells resist the effects of insulin, and blood glucose levels rise.
- Over time, glucose reaches dangerously high levels in the blood, which is called hyperglycemia.
- Hyperglycemia can lead to health problems like heart disease, blindness, and kidney failure.

It is recommended that students displaying or possibly experiencing the risk factors and warning signs associated with type 2 diabetes be screened (tested) for the disease.

Risk Factors

Researchers do not completely understand why some people develop type 2 diabetes and others do not; however, the following risk factors are associated with an increased risk of type 2 diabetes in children:

- **Being overweight.** The single greatest risk factor for type 2 diabetes in children is excess weight. In the U.S., almost one out of every five children are overweight. The chances are more than double that an overweight child will develop diabetes.
- **Family history of diabetes.** Many affected children and youth have at least one parent with diabetes or have a significant family history of the disease.
- **Inactivity.** Being inactive further reduces the body's ability to respond to insulin.
- **Specific racial/ethnic groups.** Native Americans, African Americans, Hispanics/Latinos, or Asian/Pacific Islanders are more prone than other ethnic groups to develop type 2 diabetes.

- **Puberty.** Young people in puberty are more likely to develop type 2 diabetes than younger children, probably because of normal rises in hormone levels that can cause insulin resistance during this stage of rapid growth and physical development.

Warning Signs and Symptoms Associated with Type 2 Diabetes

Warning signs and symptoms of type 2 diabetes in children develop slowly, and initially there may be no symptoms. However, not everyone with insulin resistance or type 2 diabetes develops these warning signs, and not everyone who has these symptoms necessarily has type 2 diabetes.

- Increased hunger, even after eating
- Unexplained weight loss
- Increased thirst, dry mouth, and frequent urination
- Feeling very tired
- Blurred vision
- Slow healing of sores or cuts
- Dark velvety or ridged patches of skin, especially on the back of the neck or under the arms
- Irregular periods, no periods, and/or excess facial and body hair growth in girls
- High blood pressure or abnormal blood fats levels

Type 2 Diabetes Prevention Methods and Treatments

Healthy lifestyle choices can help prevent and treat type 2 diabetes. Even with a family history of diabetes, eating healthy foods in the correct amounts and exercising regularly can help children achieve or maintain a normal weight and normal blood glucose levels.

- **Eat healthy foods.** Make wise food choices. Eat foods low in fat and calories.
- **Get more physical activity.** Increase physical activity to at least 60 minutes every day.
- **Take medication.** If diet and exercise are not enough to control the disease, it may be necessary to treat type 2 diabetes with medication.

The first step in treating type 2 diabetes is to visit a doctor. A doctor can determine if a child is overweight based on the child's age, weight, and height. A doctor can also request tests of a child's blood glucose to see if the child has diabetes or pre-diabetes (a condition which may lead to type 2 diabetes).

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.

- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes. This test must be confirmed with a fasting blood glucose test.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A fasting blood sugar level less than 100 mg/dL is normal. A level of 100 to 125 mg/dL is considered pre-diabetes. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 2 diabetes in children is a preventable/treatable disease and the guidance provided in this information sheet is intended to raise awareness about this disease. Contact your student's school nurse, school administrator, or health care provider if you have questions.

Immunizations

California law requires that an immunization record be presented to the Charter School staff before a child can be enrolled in school. The Charter School requires written verification from a doctor or immunization clinic of the following immunizations:

Students entering kindergarten who are not exempt will need the following immunization requirements:

Diphtheria, Pertussis, and Tetanus (DPT)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B	Three (3) doses
Varicella (chickenpox)	One (1) dose

NOTE: Four doses of DTP are allowed if one was given on or after the fourth birthday. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday.

Students entering 7th grade who are not exempt from the immunization requirements must show proof of the following immunizations:

Immunization	Dosage
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses

NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and two (2) doses of MMR.

All students must be fully immunized in accordance with the California Health and Safety Code and the California Code of Regulations with the following exceptions:

- Students who show proof of a medical exemption pursuant to Health and Safety Code § 120370;
- Students who are enrolled in Charter School’s home-based study program or independent study program and do not receive any classroom-based instruction; and
- Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the Charter School, shall be allowed to enroll at Charter School without being fully immunized until the student enrolls in the next grade span pursuant to Health and Safety Code § 120335 (g);
 - “Grade span” means each of the following:
 - Preschool.
 - Kindergarten
 - Grades 7

This Policy does not prohibit a pupil who qualifies for an individualized education program, pursuant to federal law and Education Code § 56026, from accessing any special education and related services required by his or her individualized education program. However, parents or guardians must continue to provide immunization records for these students to their schools and schools must continue to maintain and report records of immunizations that have been received for these students.

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the pupil was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the office if you have questions about this requirement.

Suicide Prevention Policy

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

The policy has been developed in consultation with EBIA and community stakeholders, EBIA -employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention.

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with EBIA and is characterized by caring staff and harmonious interrelationships among students.

EBIA’s instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, EBIA’s suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or EBIA and community resources that can help youth in crisis.

EBIA’s instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in EBIA’s instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.

4. Identify trusted adults, EBIA resources, and/or community crisis intervention resources where youth, including those at high risk, such as 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 can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

Staff Development

Suicide prevention training for staff will be provided and be designed to help staff identify and find help for students at risk of suicide. The training may be offered under the discretion of the Executive Director and/or Board of Directors and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. EBIA and community resources and services for students and families in crisis and ways to access them.
5. EBIA procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.
6. Materials approved by EBIA for training shall include how to identify appropriate mental health services, both at the EBIA site and within the larger community, and when and how to refer youth and their families to those services.
7. Materials approved for training may also include programs that can be completed through self-review or suitable suicide prevention materials.

Intervention and Emergency Procedures

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at EBIA or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred;
 - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the EBIA counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at EBIA.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

Students shall be encouraged through the education program and in EBIA activities to notify a teacher, Executive Director, another EBIA administrator, psychologist, EBIA counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

EBIA Employees Acting Within Scope

EBIA shall ensure that employees act only within the authorization and scope of the employee's credential or license. Nothing in this Policy shall be construed as authorizing or encouraging a EBIA employee to diagnose or treat mental illness unless the employee is specifically licensed and employed to do so.

Parent Involvement

Parent involvement is vital to our school's success and to the success and achievement of each student. A Parent Advisory Council, comprised of a leadership team and committee chairs, will meet monthly with EBIA's leadership team to determine how the parents/guardians can best serve the school's needs. The roles of the parents include (but are not limited to) the following:

- Participate in the learning community by volunteering thirty hours per year.
- At all times, determine whether this is the right program for their student.
- To give feedback to the school about their students to help improve programs.
- Respond to school surveys.
- Be responsible for their student's transportation to and from school.
- Provide materials, time and a place for student to do homework.
- Participate in at least one conference per year with their student's advisor, and more as necessary.
- Support and encourage on-time attendance.

Drop-off/Pick-up Procedures

Wanting to be good neighbors in our Lower School community and responsible safe keepers of our students, we ask that parents/guardians either **park on Malcolm Ave.** to drop-off or pick-up students **OR** enter the driveway and **move** in a **counter-clockwise** direction in the turn-about. Cars **MAY NOT** park in the turn-about, as indicated by the red painted curb. **Cars should stop for no more than 30 seconds in the turn-about so that traffic may flow.** Turning left onto Malcolm Ave. when exiting the school is not recommended, as cars traveling up the street do not have a lasting, clear view of the driveway. We recommend turning right when exiting the driveway. Parents/guardians needing to meet with EBIA staff should park on Malcolm Ave. Unless disabled and displaying a placard, parents/guardians may not use the parking lot on campus, as those spaces are designated for staff use only.

For our Upper School, we ask that parents/guardians enter the driveway and move in a counter-clockwise direction in the turn-about. Cars **MAY NOT** park in the turn-about. Cars should stop for no more than 30 seconds in the turn-about so that traffic may flow. Parents/Guardians needing to meet with EBIA staff should park in the designated spaces next to the driveway.

Late Pick Up Policy

East Bay Innovation Academy (“EBIA”) is committed to providing a safe campus for all students. When students are left on school property after the close of business hours, EBIA will follow certain steps to ensure students are safe until their parents/guardians come to pick them up. In the event students are left on campus after school hours, EBIA staff will:

1. Notify the Head of School or designee immediately.
2. Attempt to reach parents/guardians through the phone number provided to the school by parents/guardians at the beginning of the year. This may include contacting any emergency contact(s) listed for the student.
3. Bring students into the lobby of the building. Parents/guardians will be asked to come into the building to collect their student.
4. Remain on site until an adult comes to retrieve the student.
5. Notify the Head of School or designee by 45 minutes following the close of business if there is a possibility that law enforcement may be called to assist the student.
6. As a last resort, at 60 minutes after the close of business, EBIA may contact law enforcement and/or child welfare services who may remove the student and may assume responsibility for the student until the parent/guardian retrieves the student.
7. In cases of repeated incidents where parents/guardians have been late in picking up their child, notify the parents/guardians in writing of parental responsibilities and consequences for their child. A consequence may include: refusal to allow the student to attend after school programs if the parent is repeatedly late in retrieving the child.

EBIA understands unforeseen circumstances can occur. Should a late pick-up be likely, please inform the main office at 510-577-9557. Five or more late pick-ups during a school year will result in a mandatory meeting with school administration.

Parent Volunteers

Research on student achievement indicates that when parents are active members of the child’s school life, the student’s academic progress accelerates and self-esteem blossoms. Based on this research, parents are asked to volunteer in a variety of settings. There are many opportunities for involvement. Please contact the school for information regarding our parent volunteer needs. You can also get ideas at parent meetings, through the newsletter, or by talking with teachers and other parents. Parents and/or family members are asked to volunteer 30 hours/year, per student enrolled. Volunteer time may be done in a variety of ways including, but not limited to Classroom assistance

- Driving and/or chaperoning field trips
- Tutoring
- Fundraising
- Facilities maintenance/Tech support
- Lunch or morning supervision

Communication with School

As learning partners in every child's education, we value transparency in communication. Most of our communication to homes will be conducted electronically, via emails. Announcements about upcoming events or important issues will be made via a recorded phone call that will be sent out to all families and information will be updated on the EBIA website (www.eastbayia.org). Phone calls will be made to discuss individual student issues. The most effective means of communicating with EBIA staff is by email. It is our practice to return emails within two business days. If you would like to contact the school by phone, our phone number is (510) 577-9557.

Parent Portal

In order to monitor student academic progress, every parent/guardian will receive a Parent Portal account to *Illuminate*, our student information system. We recommend you check this on a weekly basis, minimally, to stay updated on your child's grades and attendance. The portal will allow you to see when assignments are due and the grades received on any assessment or assignment. Grades will be updated by teachers on a weekly basis. At our Upper School, this system is paired with Schoology. The Schoology Parent Portal also allows parents access to grades and coursework.

ACADEMIC POLICY

EBIA is a rigorous STEAM (Science, Technology, Engineering, Art and Math) school with a unique focus on the social and emotional skills students need to be leaders. Students will learn to be problem solvers and strong advocates who work together and take responsibility for their own learning. The academic policy is reflective of the pillars of EBIA's instructional model – blended learning, project-based learning, and innovation and design.

Mastery of Skills and Content

EBIA expects all students to master Common Core State Standards, AP standards and/or California State Standards. Students will be expected to demonstrate mastery of both content and skills for all of their courses as defined by their weighted course grades. Students will not be able to move forward in their course until they have mastered skills at a basic level.

Mastery will be defined using the following scale:

Grade	Percentage	Description
A	90% or above	Student is consistently demonstrating advanced mastery of skills and content
B	80-89%	Student is consistently

		demonstrating proficient mastery of skills and content
C	70-79%	Student is consistently demonstrating a basic mastery of skills and content.
F	69% or below	Student is not consistently demonstrating a basic mastery of skills and/or content.

Those students who do not demonstrate mastery at basic level will engage in one or more of the following programs. The content of these programs may include: completion of missing coursework, revision of coursework, instruction in skills and/or content.

Office Hours – During all marking periods, students who do not demonstrate mastery on coursework will be asked to attend teacher office hours, occurring before and after the school day.

Extended Marking Period/Semester – During the intersession (October, January and May) directly following the marking period in which the student did not demonstrate mastery, the student will attend instructional support meetings.

Late and Missing Coursework

In order to support the ability of students to take ownership for their own learning, EBIA’s late and missing work policy is centered on developing a culture of high expectations and accountability. The escalation process for late and missing work is as follows:

Step 1 – Accountability Meeting with Student and Teacher

Late work will only be accepted once students have engaged in an accountability meeting with the teacher of the course in which they are missing work.

All late Project-Based Learning, Capstone and other assignments will have 5% deducted from the final score.

During accountability meetings, student and teacher will set a new due date for the assignment.

Students should communicate with their teacher ahead of the assignment’s due date in order to communicate issue of lateness and to schedule an accountability meeting.

These meetings should occur before school or during teacher office hours.

If students do not complete Step 1 and/or submit the late or missing assignment by the new due date, the issue will be escalated to Step 2.

Step 2 – Communication with Parent(s)/Guardian(s), Teacher and Advisor

Parent(s)/Guardian(s) must engage in a communication with the student’s advisor and the teacher of the course in which they are missing work.

This communication can be an email exchange, phone call and/or in person meeting.

During this communication, participants will discuss the student’s course-specific academic and self-directed learning performance, in addition to setting an action plan for submission of the late/missing work.

If students do not complete the action plan and/or submit the late or missing assignment, the issue will be escalated to Step 3.

Step 3 – Meeting with Parent(s)/Guardian(s), Teacher, Advisor, Student and Grade Level Team.

Parent(s)/Guardian(s) and the student must engage in an in-person meeting with the student’s advisory and all grade level teachers.

During this meeting, participants will discuss the student’s overall academic and self-directed learning performance across all courses, in addition to setting an intervention plan as needed.

PARENTAL RIGHTS

The following Parents Rights are from the California Department of Education’s web site and outline the California law that specifies the legal rights of parents to participate in their children’s education Chapter 864, Statutes of 1998).

Classroom Observing

Parents have the right to visit their child's classroom to observe activities. The time and date of the visitation must be arranged in advance with the school. The school may set reasonable time and frequency expectations related to classroom observation.

Teacher Conferences

Parents have the right to request a conference with their child's teacher(s) and/or the Head of School. Parents should contact the school to schedule a date and time convenient to all participants.

Volunteering

Parents have the right to volunteer their time and resources for the improvement of school facilities and programs. Parents should contact the school to determine the terms and conditions of this service.

Volunteers who come in regularly will need to present TB clearance and proof of clearance (fingerprinting) from the Department of Justice.

Student Attendance

Parents have the right to be notified in a timely manner if their child is absent from school without permission.

Student Testing

Throughout the year students may participate in various forms of testing and assessment, depending on grade, site, etc.

- **CAASPP** - Students in grades 6-8 will take two Math tests (a Math Computer-Adaptive Test and a Math Performance Task) as well as two English Language Arts (ELA) tests (an ELA Computer-Adaptive Test and an ELA Performance Task). CAASPP testing takes place in the Spring. Notwithstanding any other provision of law, a parent's or guardian's written request to the Head of School to excuse his or her child from any or all parts of this state assessment shall be granted.
- **Physical Fitness Testing** - Students in grades 5, 7, and 9 will participate in a Physical Fitness Test in the Spring.
- **NWEA MAP** - All students will take a math, reading, language and science assessment tests during the school year. Ninth graders must take a second assessment in Math within 30 days of enrollment per the *Implementing the California Math Placement Act of 2015*.

Safe School Environment

Parents have the right and are entitled to the assurance of a safe and supportive learning environment for their child.

Curriculum Materials

Parents have the right to examine the curriculum materials of the class or classes in which their child is enrolled.

Student Academic Progress

Parents have the right to be informed of their child's academic progress in school and of the persons to contact if they wish more information or assistance with their child.

Cal Grant Program Notice

EBIA is required by state law to submit the GPA of all high school seniors by Oct. 1 of each year, unless the student over age 18 or parent/guardian for those under 18 opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the Student (or Parent, as applicable) has opted out by or before February 15th. .

Student Records

Pupil Records, including Challenges and Directory Information

“The Family Educational Rights and Privacy Act (“FERPA”) affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student's education records within 5 days after the day the School receives a request for access. Parents or eligible students should submit to the School principal or designee a written request that identifies the records they wish to inspect.

The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the Head of School or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the School discloses personally identifiable information (“PII”) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the School board. A School official also may include a volunteer or contractor outside of the School who performs an institutional service or function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing his or her tasks. A School official has a legitimate educational interest if the official

needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW Washington, DC 20202

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student —

1. To other School officials, including teachers, within the educational agency or institution whom the School has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1)).
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2)).
3. To authorize representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35).

4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4)).
5. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7)).
6. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8)).
7. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9)).
8. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a) (10)).
9. Information the School has designated as “directory information” under §99.37. (§99.31(a) (11)).

Parents have the right to inspect and review their child's records and to question anything they feel is inaccurate or misleading or an invasion of privacy. Parents have the right to a timely response from the school district about their questions.

The Family Educational Rights and Privacy Act (“FERPA”), a Federal law, requires that EBIA, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the Charter School may disclose personally identifiable information from an education record under certain conditions such as other school officials, in some health and safety emergencies, and to the state and federal government.

EBIA may also disclose appropriately designated "directory information" without written consent, unless you have advised the Charter School to the contrary in accordance with EBIA procedures. The primary purpose of directory information is to allow the Charter School to include this type of information from your child's education records in certain school publications.

Directory Information

Directory information is information that is generally not considered harmful or an invasion of privacy if released. Directory information can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish year books. The Charter School has designated the following information as directory information:

- * Student's name
- * Student's Address
- * Parent/guardian's Address
- * Telephone listing
- * Student's electronic mail address
- * Parent/guardian's electronic mail address
- * Photograph
- * Date and place of birth
- * Dates of attendance
- * Grade level
- * Weight and height of members of athletic teams
- * Degrees, honors, and awards received
- * The most recent educational agency or institution attended
- * Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

If you do not want EBIA to disclose directory information from your child's education records without your prior written consent, you must notify EBIA in writing at the time of enrollment or re-enrollment. Please notify the main office.

Standards

Parents have the right to receive information regarding the academic standards their child is expected to meet.

School Rules

Parents have the right to receive written notification of school rules, attendance policies, dress codes, and procedures for school visitations.

Psychological Testing

Parents have the right to receive information on all psychological testing recommended for their child.

Councils and Committees

Parents have the right to participate as a member of a parent advisory committee, school-site council, or site-based management leadership team, as applicable.

Right to Ask for Teacher Qualifications

Parents have the right to request information regarding the professional qualifications of their student's classroom teachers. A parent may request from EBIA:

- Whether the teacher has met California qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Whether the teacher is teaching under emergency or other provisional status through which California qualification or licensing criteria have been waived;
- The bachelor's degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request by a parent, EBIA will provide information on the level of achievement of the child in each of the California academic assessments and notify the parent their child has been assigned or has been taught for four or more consecutive weeks by a teacher of a core academic subject who is not highly qualified. EBIA will provide this information in a uniform and understandable format and, to the extent practicable, in a language that parents can understand.

OUR SCHOOL RULES

Take care of yourself

Take care of one another

Take care of our community

Live the Innovator Norms

Dress Code

- 1) Hats and hoods will be worn outside only.
- 2) Clothing and accessories will display messages and images only if free of explicit, profane, offensive and suggestive content.
- 3) Clothing will cover all undergarments and torsos.
- 4) Clothing and accessories will be free of any representations of gang affiliation.
- 5) Clothing and accessories will be free of images and messages that promote violence and tobacco, drug or alcohol use.
- 6) To ensure safe and active participation in science and fitness courses, close-toed shoes without heels and that are securely fastened around the foot will be worn.

Cell Phone/Electronic Device Policy

Students will turn off and store away cell phones and personal electronic devices during school hours. Cell phones and personal electronic devices may be used in class only with express permission granted or under supervision by an adult staff member.

You can find the Tech Use Policy [here](#) or call (510) 577-9557

Gum on Campus

Students chewing gum must throw it in the trashcan upon entering school grounds.

Academic Language

Students will refrain from using profane, rude or offensive language on campus.

Public Displays of Affection

Appropriate, brief and platonic public displays of affection are permitted while at school, on school grounds, and at school-sponsored activities. EBIA staff will use discretion to determine level of appropriateness.

Personal Grooming

Personal grooming (hair and make-up) will take place outside of class time.

Alcohol, Tobacco, Drugs

EBIA does not tolerate the use, possession, or sale of drugs, alcohol, or tobacco/nicotine (including e-cigarettes and vape pens) by students on campus or at school-sponsored activities. Students violating this policy will face disciplinary action, up to and including suspension or expulsion

POSITIVE BEHAVIOR SUPPORT PLAN

At EBIA, we strive to create a culture of community, where caring and nurturing relationships exist, giving students a sense of belonging and responsibility to one another. We know that students engaged in rigorous, relevant and real curriculum are more likely to be active participants in the community, eschewing misbehavior that takes away from the productivity of the learning environment. In order to support all students personifying our Six Innovator Norms (Perseverance, Curiosity, Kindness, Respect, Conscientiousness, and Citizenship/Leadership), we have implemented the following positive behavior support plan, with a restorative approach to addressing disciplinary issues that may arise.

We will honor students and staff regularly and publicly for being positive contributors to the EBIA community. Morning Meetings will provide the school-wide forum for recognizing (giving shout-outs to) students for upholding the Innovator Norms, which are tied directly to our core beliefs. Time in Advisory

classes will be dedicated to honoring students at a more local level. Acknowledging, validating and affirming our students will take place daily in all classes and throughout campus. While EBIA does not believe in incentivizing positive behavior with extrinsic rewards, we support the idea of setting personal and community goals and celebrating the attainment of those goals in myriad ways that honor process and progress.

We hold high expectations for student behavior and have established a set of behavioral norms and school rules that are in place to support a safe and positive learning environment. Consistency and transparency are the keys to ensuring students understand behavioral expectations. The iterative process of examining and refining these norms is not only encouraged, but expected, as we are an innovative school dedicated to creating a culture where buy-in exists as a result of all voices being heard in order to meet the needs of our community. There is intentionally not a litany of behavioral norms, but these following few, so that we can call attention, when necessary, for correction to anti-community behavior and focus on the positive choices our community makes:

Take care of yourself

Take care of one another

Take care of our community

Live the Innovator Norms

You can find the suspension/expulsion policy [here](#) or call (510) 577-9557

Restorative Justice

Restorative justice promotes values and principles that use inclusive, collaborative approaches for being in community. These approaches validate the experiences and needs of everyone within the community, particularly those who have been marginalized, oppressed, or harmed. These approaches allow us to act and respond in ways that are healing rather than alienating or coercive.

-excerpt from Amstutz and Mullet, Restorative Discipline for Schools

Instructional time is “sacred” and successful learning experiences depend upon the engaged participation of every student. The community is comprised of individuals who exercise self-discipline while understanding the need for inter-dependency.

Below is an example of teacher response to students making poor choices in class which are adversely affecting the learning environment:

- 1) If misbehavior occurs, the teacher will address the responsible individual(s) respectfully and quietly, reminding him/her/them of the appropriate desired behaviors.
- 2) If misbehavior persists, the teacher will ask the student(s) to step outside the classroom or individually approach the student for a 1-2-minute conference. That conference will provide the student(s) the opportunity to discuss the behavior and ways in which he/she/they can demonstrate to the class that he/she/they is/are ready to learn and re-join the community.
 - a. If the teacher feels the student(s) is/are ready to return to class, the student(s) re-joins the community and demonstrates active scholarly participation. If the student returns to class and continues misbehavior, that student will be asked to write a reflection and be referred to speak to an administrator. The administrator to which the student was referred will notify parents of the referral and discuss next steps.
 - b. If the teacher feels the student(s) is/are not ready to return, the student(s) will be asked to write a reflection about the undesired behavior either in that teacher's class or a neighboring class.
- 3) If the student(s) return(s) to class after having written a reflection and continues with unproductive behavior, the student(s) will be referred to the office and will engage in the administrative behavior support plan.
- 4) If the behavior in class is extreme in nature and cannot be dealt with following the aforementioned steps, the student will be referred to the office and will engage in the administrative behavior support plan.

Administrative Behavior Support Plan

Understanding most behaviors will be addressed by the classroom teacher, as a means of re-engaging students in the learning environment, students referred to the office will already have been given multiple opportunities for correcting misbehavior. We treat every student as an individual and will adjust our approach on a case-by-case basis. We apply restorative justice principles to supporting positive student choices so that unwanted behaviors do not continue, but we can also offer a more traditional model for students and families who prefer not to participate in the restorative approach.

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Harassment, including sexual harassment, intimidation, discrimination, and bullying shall not be tolerated by any student or member of the EBIA staff.

To the extent possible, EBIA will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. EBIA school staff that witness acts of discrimination, harassment, intimidation and bullying will take immediate steps to intervene when safe to do so.

Moreover, EBIA will not condone or tolerate discrimination, sexual harassment, harassment, intimidation, or bullying of any type by any employee, independent contractor or other person with which EBIA does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. EBIA will promptly and thoroughly investigate any complaint of such harassment and take appropriate corrective action, if warranted.

Any student who believes that he or she has been subject to or has witnessed discrimination, harassment, sexual harassment, bullying or intimidation of any kind is encouraged to immediately report such incident to his or her teacher or to another school staff member. The Executive Director will promptly investigate all such incidents in a confidential manner.

Any student who engages in bullying or gender-related harassment may be subject to disciplinary action. Students are expected to immediately report incidents of bullying to an EBIA staff member. Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.

A complete copy of EBIA's Harassment, Intimidation, Discrimination and Bullying Policy is available at the front office.

Academic Honesty

The Board believes that academic honesty and personal integrity are fundamental components of a student's education and character development. The Board expects that students will not cheat, lie, plagiarize or commit other acts of academic dishonesty.

Students, parents/guardians, staff and administrators shall be responsible for creating and maintaining a positive school climate that encourages honesty. Students found to have committed an act of academic dishonesty shall be subject to discipline, up to and including suspension from School.

Plagiarism and Copyright Infringement definitions:

- 1) Users will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.
- 2) Users will respect the rights of copyright owners and not infringe on those rights.

Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

STUDENT COMPLAINTS

Notification

It is the intent of the EBIA to integrate conflict resolution skills into the curriculum. In accordance therewith, students that have complaints against other students are encouraged to first address the issue with the person directly using the learned conflict resolution skills without the intervention of a school employee. If, however, the student does not feel comfortable with this approach or the complaint involves sexual harassment or discrimination, the student may notify a teacher or other school staff member. The teacher or staff member will notify the Administrator of the complaint if it cannot be resolved immediately at that level. Parents/guardians will be notified if necessary.

Students who have complaints against school personnel or programs may notify a teacher or Administrator. If a teacher, or any other staff member, is notified of a student complaint against school personnel or programs, the teacher shall notify the Administrator.

Procedures

Depending upon the nature of a complaint, the pupil will be provided information concerning the applicable policy and procedures to be followed. For instance, if the complaint is one of sexual harassment or other discrimination, the student will be provided with a copy of the School's policy against harassment and discrimination and provided a complaint form and apprised of the procedures under the policy.

If EBIA has no specific policy or procedures for the particular complaint, the Administrator, or his/her designee, will undertake a responsible inquiry into the pupil's complaint to ensure it is reasonably and swiftly addressed. When appropriate a written statement of the pupil's complaint will be obtained from the student.

Confidentiality

Complainants will be notified that information obtained from the pupil and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

Non-Retaliation

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution

Administration will investigate student complaints appropriately under the circumstances and pursuant to the applicable procedures and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

UNIFORM COMPLAINT PROCEDURES

East Bay Innovation Academy (the “Charter School”) has adopted this policy to address complaints of discrimination against any protected group as described more fully below.

Scope

The Charter School’s policy is to comply with applicable federal and state laws and regulations. The Charter School 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 conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, nationality, national origin, religion, religious affiliation, color, or mental or physical disability, genetic information, marital status, 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 Charter School program or activity; and
- (2) **Complaints of violations of state or federal law and regulations governing the following programs including but not limited to:** Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, Bilingual Education, Economic Impact Aid, and Tobacco-Use Prevention Education.
- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education 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 pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free

of charge to all pupils 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 pupil 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 pupil 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 pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
 - d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
 - (5) Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

The Charter School acknowledges and respects every individual's rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the Complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any Complainant in the complaint process, including but not limited to a Complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the Complainant.

Compliance Officers

The Charter School Board of Directors designates the following Compliance Officer to receive and investigate complaints and to ensure the Charter School's compliance with law:

Head of School (aka Executive Director): Devin Krugman
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557

The Executive Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees 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 Charter School Board of Directors.

Notifications

The Executive Director or designee shall annually provide written notification of the Charter School's Uniform Complaint Procedures to students, employees, parents/guardians, the Board of Directors, appropriate private officials or representatives, and other interested parties.

The Executive Director or designee shall make available copies of the Charter School's Uniform Complaint Procedures free of charge. The annual notice shall be in English, and when necessary, in the primary language, if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
2. Advise the Complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.

3. Advise the Complainant of the appeal process pursuant to Education Code Section 262.3, including the Complainant's right to take the complaint directly to the California Department of Education ("CDE") or to pursue remedies before civil courts or other public agencies.
4. Include statements that:
 - a. The Charter School is primarily responsible for compliance with state and federal laws and regulations;
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the Complainant agrees in writing to an extension of the timeline;
 - c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the Complainant first obtains knowledge of the facts of the alleged discrimination;
 - d. The Complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision; and
 - e. The appeal to the CDE must include a copy of the complaint filed with the Charter School and a copy of the Charter School's decision.

Uniform Complaint Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance Officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred. 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.

If a Complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Charter School staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

Within three 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 problem within the parameters of law, the Compliance Officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School'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 days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the Complainant and/or his/her representative to repeat the complaint orally.

The Complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A Complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her 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.

The Charter School's refusal to provide the investigator 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: Response

Unless extended by written agreement with the Complainant, the Compliance Officer shall prepare and send to the Complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within 60 days of the Charter School's receipt of the complaint.

- Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the Complainant. The Charter School's 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(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the Complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For discrimination complaints arising under state law, notice that the Complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For discrimination complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the Complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the Complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the Complainant has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the Charter School's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within 60 days of the date the complaint was filed with the Charter School.

Civil Law Remedies

A Complainant may pursue available civil law remedies outside of the Charter School'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 discrimination complaints arising under state law, however, a Complainant must wait until 60 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 the Charter School has appropriately, and in a timely manner, apprised the Complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

ADMINISTRATION

Enrollment

Enrollment at EBIA is governed by regulations for charter schools set forth in California Department of Education code for Charter Schools and our own charter.

Admission

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. EBIA complies with the minimum and the maximum age for public school attendance in charter schools.

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. In the event that applications for a certain grade exceed the number of available slots for that grade, EBIA will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Siblings of enrolled students
2. Residents of the District
3. All other applicants.

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. All guidelines concerning enrollment and the public random drawing are laid out in full in the EBIA Charter.

Registration

Once a child has applied to and been accepted by EBIA, students are formally enrolled. At the time of enrollment, the Enrollment Process must be followed.

Enrollment Process:

The enrollment process is:

- Completion of student enrollment forms
- Handbook Acknowledgment
- Proof of immunization
- Home Language survey
- Release of Records
- Proof of minimum age requirements, e.g., birth certificate

Please notify the office, if any registration information changes. It is essential that we have accurate information regarding your address, home telephone number, daytime phones numbers and emergency contact numbers.

Withdrawal from School

Please notify the office personnel at least one week in advance, if your child will be withdrawing from school. If possible, please provide your forwarding address, and the name and address of the school your child will be attending. Student records will be forwarded upon receipt of the request from the new school. All school property must be returned before withdrawal.

Telephoning

In general, school telephones are for business use and for educational or emergency use by students. Only urgent messages will be delivered to your child. Please take care of personal business, such as rides home, etc., prior to school.

Visitors

Visitors are welcome. Please call in advance to set up an appropriate time to visit and to ensure that the class you wish to visit is available. Please note that parents or other authorized volunteers must sign in and out at the office and wear a visitor badge. These procedures are designed to protect our children from unauthorized individuals and to document volunteer hours.

All visitors must check in at the Main Office and obtain a visitor's pass. Any individual who disrupts a school site or fails to follow school rules and/or procedures is subject to removal from the school site and may be further restricted from visiting the school.

Notices and Announcements

The EBIA newsletter is a regular means of sharing school news publishing the school calendar, issuing reminders, and thanking volunteers and contributors. If you have an article to include in the newsletter, please turn it in to staff for approval and inclusion in the newsletter. If you would like the newsletter emailed to you, send an email request to: info@eastbayia.org.

Newsletters are available on our website: www.eastbayia.org, as well as other useful information.

Special Education/Child Find

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEIA"), Education Code requirements, and applicable policies and procedures of the El Dorado Selpa. These services are available for special education students enrolled at the School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Section 504

The School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible

for accommodations by the School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director. A copy of the School's Section 504 policies and procedures is available upon request.

**PARENTS' PERMISSION FOR THE PUBLICATION
OF STUDENT WORK/PICTURES**

I understand that from time-to-time the school may wish to publish examples of student projects, photographs of students, and other work on an Internet accessible World Wide Web server.

PARENT AND STUDENT HANDBOOK ACKNOWLEDGEMENT

We acknowledge, by our signatures below, that we have read, discussed, understand and agree to abide by the expectations outlined in the "EBIA 2014-2015 Parent and Student Handbook".

Parent/Guardian's Signature

Date

Student's Signature

Date

**PARENT/GUARDIAN AND STUDENT, PLEASE SIGN
and
RETURN TO SCHOOL WITHIN 7 DAYS.
THANK YOU!!**

[School calendar](#)

[Tech policy](#)

[Suspension Policy](#)



EAST BAY INNOVATION ACADEMY (EBIA)
MANUAL PARA PADRES/ALUMNOS
2017-2018

Actualizado julio de 2017

Índice

NUESTRO EQUIPO	3
MODELO EBIA	4
¿CÓMO ES UN DÍA COMÚN?	8
ASISTENCIA Y SALUD	11
POLÍTICA ACADÉMICA	28
DERECHOS DE LOS PADRES	30
NUESTRAS REGLAS ESCOLARES	37
PLAN DE APOYO CONDUCTUAL POSITIVO	39
QUEJAS DE LOS ESTUDIANTES	42
PROCEDIMIENTOS DE QUEJAS	45
ADMINISTRACIÓN	53

NUESTRO EQUIPO

La información de contacto de nuestro **Equipo escolar** se puede encontrar en línea [aquí](#).

La información sobre nuestro **Consejo administrativo** se puede encontrar [aquí](#).

MODELO EBIA

Nuestra misión

La misión de East Bay Innovation Academy (EBIA o Escuela chárter) es preparar a un grupo diverso de estudiantes para el éxito en la universidad y para ser ciudadanos conscientes, comprometidos que sean líderes e innovadores en un mundo globalizado del siglo 21.

Nuestra visión

EBIA está reconsiderando la manera en que se administran y estructuran las escuelas, de manera que reflejen mejor las necesidades de un mundo en el siglo 21. La mayoría de las escuelas no han cambiado su estructura, organización, instalaciones o instrucción en más de 50 años. Mientras que las escuelas no han cambiado, nuestro mundo sí lo ha hecho, dejando a muchas de nuestras escuelas, incluso las "mejores", atrás. EBIA es una poderosa opción para las familias y los educadores de Oakland para construir una escuela diversa, que aborde las necesidades del siglo 21 y más allá.

Nuestro modelo de instrucción

EBIA es una rigurosa escuela STEAM, por sus siglas en inglés (Ciencia, Tecnología, Ingeniería, Arte y Matemáticas) con un enfoque único en las habilidades sociales y emocionales que los estudiantes necesitan para ser líderes. Los estudiantes aprenderán a solucionar problemas y fuertes defensores que trabajen juntos y asuman la responsabilidad de su propio aprendizaje.



Los estudiantes trabajarán juntos en proyectos a largo plazo, **"reales"** que combinen muchos temas diferentes, y aprenderán a presentar esos proyectos utilizando tecnología.

Los estudiantes alternan entre los diferentes modelos de aprendizaje, incluyendo el aprendizaje en línea, y en los grados posteriores será **autoguiado**.

¡Los hacemos y hacer cosas! EBIA será un lugar seguro para que los estudiantes **exploren sus intereses** y aprendan las lecciones de vida que se enseñan a través de la práctica y la experimentación

Nuestras creencias

Creemos en la **posibilidad y la perseverancia**

Todos los estudiantes lograrán al más alto nivel y estarán preparados para tener éxito en la universidad y carrera. Valoramos el valor, la acción y el trabajo duro.

Creemos en la **creatividad y la curiosidad**

Los estudiantes trabajarán en conjunto con mentes críticas y creativas. Valoramos la exploración, la perspectiva y la determinación.

Creemos en la **comunidad**

Los padres, profesores, líderes escolares y miembros del consejo administrativo asumen la responsabilidad del éxito de todos los estudiantes. Valoramos las relaciones, la bondad, la integridad y el respeto.

Creemos en el **bien mayor**

EBIA enseñará a los estudiantes sobre la justicia social y la responsabilidad civil. Valoramos la retribución a la comunidad y mejorar nuestra escuela, nuestra comunidad y nuestro mundo.

Creemos en la **diversidad**

Los estudiantes se prepararán para la sociedad y la fuerza laboral, trabajando y apreciando a quienes son diferentes a ellos.

Nuestras normas innovadoras

Los rasgos de carácter que esperamos que todos los estudiantes demuestren se conoce como **Normas innovadoras**. Nuestras seis Normas innovadoras se incorporan a través de nuestra cultura, aulas y la comunidad.

Perseverancia: Mantener una persistencia constante en un curso de acción, y demostrar un compromiso con el propósito y tenacidad, a pesar de las dificultades, obstáculos, o el desaliento. Los innovadores son valientes frente a la dificultad, sabiendo que el esfuerzo y el trabajo duro mejorarán el futuro, y son capaces de superar las frustraciones y contratiempos rápidamente.

Curiosidad: Deseo ansioso de conocer y aprender; tomar la iniciativa y ser inventivo.

Amabilidad: Ser considerados y ayudar.

Respeto: Honrar o ser considerado hacia uno mismo, la propiedad y otros.

Escrupulosidad: Ser cuidadoso, meticuloso; ser detallista, cuidadoso, o vigilantes; tener el deseo de hacer una tarea bien y hasta su finalización, ser responsable, da prioridad a fijar y cumplir objetivos y conseguir resultados.

Ciudadanía y liderazgo: La calidad de la pertenencia de un individuo, y su contribución a una comunidad. No hay pasajeros, solo equipo.

Declaración de no discriminación

La Escuela Chárter no discrimina contra ningún estudiante o empleado sobre la base de una discapacidad real o percibida, género, identidad de género, expresión de género, nacionalidad, raza o etnia, afiliación religiosa, orientación sexual o cualquier otra característica que se incluya en la definición de los crímenes de odio en el Código Penal de California.

La Escuela Chárter se adhiere a todas las disposiciones de la ley federal relacionada con los estudiantes con discapacidades, incluyendo, pero no limitado a, la Sección 504 de la Ley de Rehabilitación de 1973, el Título II de la Ley de Estadounidenses con Discapacidades de 1990 (ADA), y la Ley de mejora de la educación para las personas con discapacidad de 2004.

La Escuela Chárter está comprometida a proveer un ambiente laboral y educativo libre de hostigamiento ilegal bajo el Título IX (sexo); Títulos VI y VII de la Ley de Derechos Civiles de 1964 (raza, color o nacionalidad), la Ley de Discriminación por Edad en el Empleo de 1967; La Ley de Discriminación por Edad de 1975; la IDEIA; y la Sección 504 y Título II de la ADA (discapacidad mental o física). La Escuela Chárter también prohíbe el acoso sexual incluyendo el ciber acoso sexual, y el acoso por embarazo, parto o condiciones médicas relacionadas, raza, religión, afiliación religiosa, credo, color, sexo, identidad de género, expresión de género, nacionalidad o ascendencia, discapacidad física o mental, condición médica, estado civil, edad, orientación sexual, o cualquier otra base protegida por las leyes federales, estatales, la ley, ordenanza o norma local. La Escuela Chárter no condona ni tolera el acoso de cualquier tipo, incluyendo el acoso, la discriminación o intimidación, incluyendo el ciber acoso sexual, por cualquier empleado, contratista independiente u otra persona con la que la Escuela Chárter haga negocios, o cualquier otra persona, estudiante o voluntario. Esto se aplica a todos los empleados, estudiantes o voluntarios y relaciones, independientemente del cargo o el género. La Escuela Chárter investigará rápidamente y a fondo cualquier queja de acoso y tomará las acciones correctivas apropiadas, si se justifican.

Las inquietudes, problemas o quejas relacionadas con el acoso como se describe en esta sección, arriba, deben dirigirse al Oficial de Cumplimiento de Procedimientos de Quejas Uniformes (UCP por sus siglas en inglés) de EBIA:

Director de la escuela (también conocido como Director ejecutivo): Devin Krugman
3400 Malcolm Avenue, Oakland, CA 94605
Teléfono: 510-577-9557
Correo electrónico: devin.krugman@eastbayia.org

Los estudiantes sin hogar

El término "niños y jóvenes sin hogar" se refiere a las personas que no tienen una residencia fija, regular y adecuada durante la noche debido a dificultades económicas. Incluye a los niños y jóvenes que (42 USC 11434 (a)):

1. Comparten la vivienda de otras personas debido a la pérdida de vivienda, problemas económicos, o una razón similar; que viven en moteles, hoteles, parques de remolques o campamentos debido a la falta de alternativas de alojamiento adecuado; están viviendo en refugios de emergencia o de transición; son abandonados en hospitales; o están a la espera de la colocación bajo cuidado de crianza;
2. Tienen una residencia nocturna primaria que es un lugar público o privado que no fue diseñado para o es utilizado regularmente como alojamiento para las personas;
3. Viven en automóviles, parques, espacios públicos, edificios abandonados, viviendas precarias, estaciones de autobús o tren, o lugares similares; y
4. Son niños y jóvenes migrantes no acompañados (jóvenes no bajo la custodia física de un padre o tutor) pueden ser considerados sin hogar si cumplen con la definición anterior de "personas sin hogar".

El estatus sin hogar se determina en cooperación con el padre o tutor. En el caso de los jóvenes no acompañados, el estatus lo determina el enlace para personas sin hogar.

Enlace para personas sin hogar

El jefe de la escuela o la persona designada nombra al siguiente miembro del personal como el Enlace para personas sin hogar de la Escuela Chárter/Programa para estudiantes sin hogar que asisten a la escuela chárter (42 USC 11432 (g)(1)(J) y (e)(3)(C).):

Enlace para personas sin hogar Devin Krugman, Director ejecutivo

East Bay Innovations Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

El enlace de sin hogar se asegurará de que (42 USC 11432 (g)):

1. Los estudiantes sin hogar sean identificados por el personal escolar y a través de las actividades de coordinación con otras entidades y organismos.
2. Los estudiantes sin hogar se inscriban, y tengan una completa e igual oportunidad de tener éxito en la escuela chárter.
3. Los estudiantes y familias sin hogar reciban los servicios educativos para los cuales sean elegibles, incluyendo servicios de programas Even Start y Head Start (incluyendo programas Early Head Start) bajo la Ley Head Start, servicios de intervención temprana bajo el inciso C de la Ley de Educación de Individuos con Discapacidades, otros programas preescolares Administrados por EBIA, si los hubiere y sean referidos para servicios de salud, servicios dentales, servicios de salud mental y servicios de abuso de sustancias, servicios de vivienda y otros servicios apropiados.
4. Los padres/tutores son informados de las oportunidades educativas y relacionadas disponibles para sus hijos y se les proporcionen oportunidades significativas para participar en la educación de sus hijos.
5. Se publica un aviso público de los derechos educativos de los niños sin hogar en los lugares donde los niños reciben servicios, como escuelas, albergues y comedores públicos, y de una manera y forma comprensibles para los padres y tutores de jóvenes sin hogar y jóvenes no acompañados.
6. Las disputas de inscripción/admisión son mediadas de conformidad con la ley, la escuela chárter, y la política del Consejo.
7. Los padres/tutores y cualquier joven no acompañado serán plenamente informados de todos los servicios de transporte, según corresponda.
8. El personal escolar que presta servicios recibe apoyo profesional y otro tipo de apoyo.
9. El Enlace Escolar colabora con los coordinadores estatales y el personal de la comunidad y la escuela responsable de la educación y los servicios relacionados con los niños y jóvenes sin hogar.
10. Los jóvenes no acompañados son matriculados en la escuela; tienen oportunidades de cumplir con los mismos estándares académicos estatales que el Estado establece para otros niños y jóvenes; y son informados de su estatus como estudiantes independientes bajo la sección 480 de la Ley de Educación Superior de 1965 y de que los jóvenes pueden obtener asistencia del Enlace Escolar para recibir verificación de tal estatus para los propósitos de la Solicitud Gratuita de Ayuda Federal para Estudiantes que se describe en la sección 483 de la Ley.

A cualquier estudiante sin hogar que se inscriba en el EBIA, se le proporcionará una copia de la política completa al momento de su inscripción y al menos dos veces al año. Hay una copia completa de esta política disponible en la oficina de asistencia en el Campus Marshall, 3400 Malcolm Avenue, Oakland, CA 94605 o la oficina de asistencia en el Campus Roosevelt, 1926 19th Avenue, Oakland, CA 94606.

¿CÓMO ES UN DÍA COMÚN?

EBIA abre a las 7:30 a.m. y los estudiantes son invitados a entrar al edificio para desayunar, retirar sus computadoras portátiles asignadas por la escuela, trabajar en sus tareas, y socializar con sus compañeros de forma respetuosa. Somos una escuela impulsada por la tecnología, utilizando *Chromebooks* como plataformas de aprendizaje, y no asignaremos libros de texto a los estudiantes. Los estudiantes que no tienen acceso a Internet en casa o dispositivos apropiados pueden utilizar este tiempo antes de la escuela para trabajar en las tareas.

Sabemos que forjar relaciones y crear un sentido de pertenencia y conexión es esencial para el éxito de los estudiantes, por lo cual hemos sido muy estratégicos en el desarrollo de nuestro programa profesor para satisfacer las necesidades socio-emocionales de los adolescentes. Cada día, nuestros estudiantes se reúnen con su asesor, un adulto que servirá como el capitán de su tripulación. Las clases de asesoramiento se componen de 15-19 estudiantes que trabajan juntos para desarrollar habilidades interpersonales que aseguren su éxito en la universidad y su carrera. Estas unidas tripulaciones de asesoramiento aprenderán a controlar el progreso y el éxito entre ellos, navegando por los matices de la escuela a diario en sus aulas asignadas. El personal de asesoría también participarán en sesiones matutinas semanalmente. La reunión matutina es un tiempo para desarrollar un fuerte sentido de comunidad, donde se hacen anuncios, los estudiantes realizan presentaciones, los equipos de asesoramiento compiten, las personas son homenajeadas y se discuten los problemas de toda la escuela.

A lo largo del curso del día, los estudiantes recibirán instrucción en las cuatro materias académicas básicas de matemáticas, ciencias, inglés/artes del lenguaje, y estudios sociales. Además, cada estudiante tendrá períodos de tiempo de aprendizaje independiente (ILT, por sus siglas en inglés), donde él / ella puede trabajar de forma individual o colaborativa en las tareas. Adicionalmente EBIA proporciona cursos electivos en bienestar, ciencias de la computación, español y arte.

Después de la escuela, los estudiantes pueden permanecer hasta las 5:00 p.m., de lunes a jueves, para recibir ayuda de tutores, asistir a las horas de oficina de los profesores o participar en actividades de enriquecimiento diseñadas para involucrar a los estudiantes y exponerlos a una miríada de experiencias de aprendizaje. La escuela cierra temprano los viernes (3:30 p.m. para la Escuela básica y 3:48 p.m. para la Escuela superior) Se deben hacer arreglos para ser recogido a tiempo todos los días.

¿Cómo es un año?

Nuestro año escolar comienza con una semana de orientación de cinco días que tuvo como objetivo es proporcionar a los estudiantes una amplia introducción a EBIA y el año escolar. Los estudiantes aprenderán acerca de nuestros cuatro pilares, seis Normas innovadoras, normas de comportamiento y académicas, reuniones de asesoramiento, matutinas, horarios regulares y de bloque, estructuras de

apoyo, desayuno, almuerzo, y lo más importante, de sus compañeros. Además de desarrollar la familiaridad y la comunidad, todos los estudiantes tomarán las pruebas de diagnóstico para que el personal EBIA pueda determinar los niveles académicos y comenzar a establecer objetivos con los estudiantes como parte de sus planes de aprendizaje personalizados (PLP, por sus siglas en inglés).

La segunda semana de clases y durante todo el año, los estudiantes asistirán a clases, recibirán instrucción de alta calidad, trabajarán en pro del dominio del contenido de cada curso a través de Blended Learning (BL) y el Project-Based Learning (PBL). Utilizarán los principios de diseño del pensamiento para la solución de problemas y utilizarán habilidades SEL en colaboración y presentación. Los estudiantes tendrán acceso a la mayor parte del plan de estudios a través de plataformas de aprendizaje mezclado (blended learning) que los profesores diseñan, con enlaces a contenido informativo y relevante. Los estudiantes tendrán una variedad de puntos de referencia para dar seguimiento a su progreso y demostrarán el dominio a través de las evaluaciones acumulativas, a menudo en la forma de proyectos de fin de unidad que deben desarrollar y presentar.

Tres veces durante el año, los estudiantes tendrán sesiones intermedias de 1-2 semanas en las que tendrán diferentes experiencias de aprendizaje de lo que vivencian durante las aproximadamente seis semanas de "carreras académicas". Durante estas sesiones intermedias, se contactan organismos externos para proporcionar oportunidades para la exploración (expediciones) en los mundos de la ciencia, las artes, la ingeniería, etc. Muchas de las sesiones se llevarán a cabo en el campus, mientras que otras requerirán salidas de curso. Este es un componente vital en nuestro modelo de instrucción, ya que consideramos que el aprendizaje increíble no sólo sucede dentro del entorno típico de un aula. Los estudiantes que requieran más apoyo académico y/o de comportamiento recibirán intervención previa a la sesión intermedia.

Dos veces al año, tenemos días PLP, donde las familias se reúnen con los asesores para discutir el progreso del estudiante hacia la consecución de las metas académicas y socioemocionales. Estas "conferencias entre padres y profesores" sirven como otro medio de calibración en la asociación de aprendizaje que debe existir entre el hogar y la escuela.

Cerca del final del año escolar, EBIA administrará las pruebas estatales obligatorias para todos los estudiantes de manera que podamos medir el progreso académico individual de nuestros alumnos y medir la efectividad de nuestra escuela.

Al final del año escolar, los estudiantes realizarán presentaciones de culminación a nuestra comunidad acerca de los proyectos en los que hayan trabajado, demostrando lo que han aprendido de una manera profesional y en un foro público.

Cualquier estudiante en peligro de retención será asignado a la Escuela de Verano con el fin de mejorar sus habilidades y estar listo para el próximo año escolar.

ASISTENCIA Y SALUD

Política de asistencia

EBIA operará con un día y año escolar extendido, ofreciendo los apoyos necesarios para garantizar que todos los estudiantes estén listos para tener éxito en la universidad y la carrera. El año escolar consta de 185 días naturales para la Escuela básica con un horario escolar que va desde las 9:00 a.m. a las 3:30 p.m. y la Escuela superior de 8:30 a.m. a 3:48 p.m. seguido de nuestras tutorías al final del día, horario de oficina y programas de enriquecimiento que van hasta las 5:00 p.m. cada día. El campus se abrirá a las 7:30 a.m. para que los estudiantes coman desayuno y realicen trabajo escolar.

Las ausencias

Los estudiantes no pueden faltar más de 15 días (a menos que se deba a una enfermedad médica) y deben demostrar el dominio de las habilidades de nivel de grado y los estándares curriculares, o pueden ser candidatos para una posible retención. Registraremos la asistencia diaria y nos comunicaremos sin demora y directamente con las familias para minimizar el impacto de una larga ausencia en el progreso académico de cualquier niño. EBIA ha establecido una Junta de Revisión de Asistencia Escolar ("SARB") que evalúa la asistencia general escolar de manera regular. El SARB es responsable de tratar el problema de los estudiantes que están ausentes o ausentes crónicamente. En el caso de que un alumno sea identificado por el SARB como ausente o ausente de forma crónica, nosotros:

- Notifique a los padres por carta o correo electrónico de la asistencia del estudiante y nuestra política
- Realizar una reunión con la familia de los estudiantes y consejero para resolver más ausencias
- Realizar una reunión con la administración de la escuela para establecer un plan de acción

- 1) La asistencia es uno de los factores más importantes para determinar el éxito de un estudiante en la escuela. EBIA puede proporcionar un contrato de estudio independiente a corto plazo cuando una ausencia de tres días o más sea inevitable. Sin embargo, es importante saber que se pueden perder valiosas oportunidades de educación cuando un estudiante no asiste a clases. Por lo tanto, hemos establecido una política de asistencia para promover el éxito del estudiante.
- 2) Esperamos fomentar la responsabilidad y la ética de trabajo de su hijo. Los estudiantes que lleguen tarde interrumpen la educación de los demás presentes en la clase. Los estudiantes deben estar en clase y listos para aprender a más tardar al inicio de la jornada escolar, los estudiantes que lleguen después de esa hora se considerarán atrasados. Los estudiantes que llegan con más de 30 minutos de retraso son registrados como con retraso. Una tardanza

significativa equivale a 1/3 de una ausencia. Por lo tanto, un estudiante que llegue tarde más de 30 minutos a la clase 3 veces se considerará ausente.

- 3) Es nuestra política verificar las ausencias a diario. Cuando los estudiantes faltan a la enseñanza en clase, gran parte del contenido no puede ser reaplicado. Sin embargo, el trabajo y tareas perdidas durante la ausencia pueden ser completados, según sea posible.
- 4) Por favor informe a la escuela llamando al (510) 577-9557, si su estudiante debe ausentarse por cualquier razón. Al dejar un mensaje, por favor deje su nombre, el nombre del estudiante, razón por la ausencia y un número de teléfono donde se le pueda localizar. Las ausencias deben ser aprobadas dentro de los cinco días escolares o la ausencia se convierte en injustificada.

EBIA anima a los estudiantes a abordar su experiencia académica con una mentalidad de crecimiento, alcanzando un alto grado de crecimiento emocional académico y social en todo el año. Esto no puede suceder si los estudiantes están ausentes. El adulto responsable legal de un niño es el responsable de garantizar que los estudiantes estén en la escuela. EBIA entiende que es inevitable que se produzcan ausencias por razones justificadas. Sin embargo, con raras excepciones, estas ausencias son poco frecuentes y no crean una barrera que impida a los estudiantes alcanzar su potencial.

- 1) EBIA tiene políticas y procedimientos que permiten a los estudiantes que han estado ausentes por razones justificadas compensar el trabajo académico perdido. Preparar tareas es una forma de minimizar el impacto negativo de una mala asistencia. Sin embargo, no hay manera en que los estudiantes puedan compensar todo lo que pierden por no estar en el aula cuando el aprendizaje se imparte.
- 2) Al evaluar el éxito de los estudiantes, consideramos que la asistencia es el predictor más fiable en el rendimiento de los estudiantes. Los estudiantes que están habitualmente en la escuela logran el éxito; los estudiantes que están ausentes constantemente tienen mal desempeño. La investigación también muestra que existe una relación idéntica entre la asistencia y el éxito en el lugar de trabajo.

La ausencia de un estudiante será justificada por las siguientes razones:

1. Enfermedad personal (ver sección más abajo para más información);
2. Cuarentena bajo la dirección de un oficial de salud del condado o ciudad;
3. Citas médicas, dentales, optométricos o quiroprácticos;
4. Asistencia a servicios funerarios para un miembro de la familia inmediata:
 - a. La ausencia justificada en este caso se limitará a un día si el servicio se realiza en California o tres días si el servicio se realiza fuera del estado.
 - b. "Familia inmediata" se define como madre, padre, abuela, abuelo, cónyuge, hijo/yerno, hija/nuera, hermano, hermana o cualquier familiar que viva en el hogar inmediato del estudiante.
5. Participación en la instrucción o ejercicios religiosos de acuerdo con la política de la Escuela Chárter:
 - a. La ausencia del estudiante será justificada con este propósito durante no más de cuatro (4) días escolares por mes

Además, la ausencia del estudiante será justificada por razones personales como:

1. Comparecencia ante el tribunal;
2. Asistencia a un funeral;
3. Cumplimiento con una fiesta o ceremonia de su religión;
4. Asistencia a retiros religiosos por no más de cuatro horas durante un semestre.
5. Asistencia a la ceremonia de naturalización del estudiante para convertirse en ciudadano estadounidense

Enfermedad

Un estudiante que está enfermo no debe ser enviado a la escuela, ya que esto puede dar lugar a que su empeore y exponer a otros. Algunos indicadores de que los estudiantes deben permanecer en reposo incluyen:

Fiebre: Con una temperatura igual o superior a 38.0°C o 100.4°F. El niño puede regresar a la escuela después de haber estado durante 24 horas sin fiebre (sin medicamentos para bajar la fiebre como Tylenol o Advil).

Resfriado: Una secreción verdosa continua de la nariz puede ser un signo de infección; considere la posibilidad de que el niño sea examinado por su proveedor de atención médica.

Diarrea / vómitos: Volver a la escuela solamente después de estar libre de síntomas durante 12 horas.

Conjuntivitis (ojo rosado): Volver a la escuela 24 horas después de la primera dosis del medicamento recetado.

Erupciones: Un estudiante con una erupción inexplicable debe regresar a la escuela sólo después de que un proveedor de atención médica haya hecho un diagnóstico y autorice el regreso del niño a la escuela.

Piojos: No se permite la asistencia de un estudiante con piojos o liendres. Por favor trate el problema y notifique a la escuela. Su estudiante puede regresar a la escuela cuando esté libre de liendres y piojos.

Prácticas religiosas

Cuando el estudiante se vaya a ausentar debido a una práctica religiosa, por favor llame o envíe una nota a la escuela antes de esa fecha. Si lo hace, las regulaciones estatales permiten que los niños ausentes por prácticas religiosas sean contados como presentes, pero se debe realizar el trabajo de clase dentro de un período razonable de tiempo.

Estudio independiente

EBIA puede ofrecer el estudio independiente para satisfacer las necesidades educativas de los estudiantes que reciben la aprobación previa por ausencias superiores a tres días escolares debido a los viajes, enfermedad prolongada, u otra causa con una duración de tres o más días de clases. El estudio independiente se limitará a los casos ocasionales e incidentales de ausencias prolongadas y se ofrecerá en conformidad con la presente Política del Consejo.

Se puede encontrar más información en la sección "Política" de nuestra biblioteca de documentos familiares [aquí](#).

Promoción de la salud y el bienestar

Si bien entendemos que muchas familias quieren celebrar los cumpleaños y otros eventos como parte de la comunidad, pedimos que las familias sigan las pautas saludables cuando traen alimentos. Por favor, consulten con la oficina antes de traer cualquier alimento o bebida para cualquier evento. Algunos estudiantes tienen alergias a ciertos alimentos y bebidas y no pueden estar en contacto cercano con ellos. Los estudiantes que traigan bocadillos a la escuela deben tomar decisiones saludables, como frutas y verduras.

Comidas gratis o a precio reducido

El Programa Nacional de Almuerzos Escolares es un programa de comidas con asistencia federal que proporciona una alimentación equilibrada de bajo costo, o gratuita a los niños durante cada día escolar. Se anima a los padres/tutores de EBIA a postular. No hay fecha límite para presentar la solicitud. Por favor, consulte el sitio web Unificado del Distrito Escolar de Oakland para una [solicitud en línea](#) o asista a la oficina principal para pedir una solicitud en papel.

Llegada y Salida

Las clases en la Escuela básica comienzan a las 9:00 a.m. y la hora de salida es a las 3:30 p.m. todos los días. La Escuela superior comienza a las 8:30 a.m. y la salida es las 3:48 p.m., con una salida temprano a las 3:10 p.m. los miércoles. No se entrega supervisión antes de las 7:30 a.m. Por favor, recoja a los estudiantes dentro de los diez minutos posteriores a la salida. Si la clase se lleva a cabo en un sitio fuera del campus, los estudiantes que no sean recogidos dentro de los 10 minutos de salida serán devueltos a la escuela.

Enfermedades y lesiones

Hay un botiquín de primeros auxilios en la oficina. Si el estudiante está enfermo o lesionado más allá de primeros auxilios o simples medidas de ayuda, se le llamará para llevar al estudiante a casa o al médico. En caso de emergencia, se tomará la acción apropiada, y se le informará inmediatamente. Si no le podemos localizar, se notificará a otro adulto designado que figure en el formulario de emergencia del estudiante. Es esencial que mantenga a la escuela informada de cualquier cambio en su dirección y/o números de teléfono de modo que podamos localizar a una persona responsable en caso de emergencia.

Medicamentos

Se mantiene la siguiente política en relación con la administración de medicamentos cuando el personal es responsable de administrar o contribuir a la administración de medicamentos a los estudiantes que asisten a la escuela durante el horario escolar, incluyendo los programas escolares antes o después del horario de clase, excursiones, actividades extracurricular y cocurriculares, y de campo u otras actividades que implican típicamente al menos una estancia de una noche fuera de casa, ya que la administración del medicamento es absolutamente necesaria durante el horario escolar y el estudiante no puede auto administrarse u otro miembro de la familia no puede administrar el medicamento en la escuela.

Requisitos para la administración o ayuda: Antes de que EBIA permita a un estudiante llevar y auto administrarse una dosis de epinefrina o medicamento para el asma inhalado o se haya autorizado al

personal escolar administrar medicamentos o ayudar a un estudiante en la administración de su medicamento, la escuela debe recibir una copia de lo siguiente:

- Para los medicamentos de venta con receta, necesitamos una declaración escrita, la receta y llenar el Formulario de Autorización de Medicamentos de la Escuela firmado por el proveedor de atención médica autorizado del estudiante especificando el medicamento que el estudiante toma, la dosis y el período de tiempo durante el cual el medicamento debe tomarse y una declaración de que el medicamento debe tomarse durante el horario escolar, así como el detalle del método, cantidad y horario en el cual se debe tomar el medicamento.
- No alentamos el uso de medicamentos de venta libre, como ibuprofeno, pastillas antiácido o pastillas para la tos en la escuela. Sin embargo, la oficina mantiene un pequeño suministro en caso de emergencia, (no para el uso diario de los estudiantes). Si surge la necesidad de darle a su hijo algún medicamento de venta sin receta de la lista, es necesario contar con una declaración escrita por el médico de su hijo en el formulario correspondiente.
- La solicitud de los padres y la aprobación por escrito del personal escolar para administrar medicamentos o ayudar a un estudiante en la administración de su medicamento.
- La firma del padre constituye un permiso de divulgación de información para la comunicación entre la escuela y su médico con respecto a dicho medicamento.
- La firma del padre en un descargo de responsabilidad.

Informe de alergias

Es vital que EBIA sea informado sobre cualquier alergia que los estudiantes sufran y que amenace su vida y/o pueda requerir el uso de medicamento. Cada aula contará con una lista de los estudiantes con alergias. Cualquier medicamento necesario se almacenará en la oficina principal. Por favor, consulte la sección "Medicamentos" anterior para conocer los lineamientos correspondientes.

Diabetes tipo 2

Descripción

La diabetes tipo 2 es la forma más común de diabetes en los adultos. Hasta hace pocos años, la diabetes tipo 2 era poco frecuente en los niños, pero es cada vez más común, especialmente en adolescentes con sobrepeso. De acuerdo con el Centro para el Control y Prevención de Enfermedades de los EE. UU. (CDC, por sus siglas en inglés), uno de cada tres niños estadounidenses nacidos después del año 2000 desarrollará diabetes tipo 2 en su vida.

La diabetes tipo 2 afecta la manera en que el cuerpo es capaz de utilizar el azúcar (glucosa) para obtener energía.

- El cuerpo convierte los carbohidratos de los alimentos en glucosa, el combustible básico para las células del cuerpo.
- El páncreas produce insulina, una hormona que transporta la glucosa de la sangre al interior de las células.
- En la diabetes tipo 2, las células del cuerpo resisten los efectos de la insulina y los niveles de glucosa en la sangre se elevan.
- Con el tiempo, la glucosa alcanza niveles peligrosamente altos en la sangre, lo que se denomina hiperglucemia.
- La hiperglucemia puede conllevar problemas de salud como enfermedades del corazón, ceguera e insuficiencia renal.

Se recomienda que los alumnos que presenten o posiblemente experimenten factores de riesgo y señales de advertencia relacionados con la diabetes tipo 2 sean evaluados (con pruebas) para detectar la enfermedad.

Factores de riesgo

Los investigadores no comprenden totalmente por qué algunas personas desarrollan diabetes tipo 2 y otras no; sin embargo, los siguientes factores de riesgo se asocian con un mayor riesgo de diabetes tipo 2 en los niños:

- **Tener sobrepeso.** El mayor factor de riesgo para la diabetes tipo 2 en los niños es el exceso de peso. En los EE.UU., casi uno de cada cinco niños tiene sobrepeso. Las posibilidades de que un niño con sobrepeso desarrolle diabetes, son más del doble.
- **Antecedentes familiares de diabetes.** Muchos niños y jóvenes afectados tienen al menos un padre con diabetes o tienen antecedentes familiares importantes con la enfermedad.
- **Inactividad.** La falta de actividad reduce aún más la capacidad del cuerpo para responder a la insulina.
- **Grupos raciales/étnicos específicos.** Nativos americanos, afroamericanos, hispanos/latinos, asiáticos o isleños del pacífico, son más propensos que otros grupos étnicos a desarrollar diabetes tipo 2.
- **Pubertad.** Los jóvenes en la pubertad son más propensos a desarrollar diabetes tipo 2 que los niños más pequeños, probablemente debido al aumento normal en los niveles de hormonas que puede ocasionar resistencia a la insulina durante esta etapa de rápido crecimiento y desarrollo físico.

Señales de alerta y síntomas asociados con la diabetes tipo 2

Los signos y síntomas de la diabetes tipo 2 en niños se desarrollan lentamente, y al comienzo puede que no haya síntomas. Sin embargo, no todas las personas con resistencia a la insulina o diabetes tipo 2 desarrolla estas señales de advertencia, y no todo el que tiene estos síntomas tienen necesariamente diabetes tipo 2.

- Aumento del apetito, incluso después de comer
- Pérdida de peso inexplicable
- Aumento de sed, sequedad en la boca, y micción frecuente
- Cansancio excesivo
- Visión borrosa
- Cicatrización lenta de llagas o cortes
- Parches aterciopelados oscuros o con reborde en la piel, especialmente en la parte posterior del cuello o debajo de los brazos
- Los períodos irregulares o desaparición del periodo, y/o el crecimiento excesivo de vello facial y corporal en las niñas
- Presión arterial alta o niveles anormales de grasa en la sangre

Métodos y tratamientos de prevención de la diabetes tipo 2

Los estilos de vida saludables pueden ayudar a prevenir y tratar la diabetes tipo 2. Incluso con un historial familiar de diabetes, el consumo de alimentos saludables en las cantidades adecuadas y el ejercicio regular puede ayudar a los niños a alcanzar o mantener un peso normal y lograr niveles normales de glucosa en la sangre.

- **Comer comida saludable.** Comer de forma sana. Comer alimentos bajos en grasas y calorías.
- **Tener una mayor actividad física.** Aumentar la actividad física a por lo menos 60 minutos todos los días.
- **Tomar medicamento.** Si la dieta y el ejercicio no son suficientes para controlar la enfermedad, puede que sea necesario tratar la diabetes tipo 2 con medicamentos.

El primer paso en el tratamiento de la diabetes tipo 2 es visitar a un médico. Un médico puede determinar si un niño tiene sobrepeso basado en la edad del niño, el peso y la altura. El médico también puede solicitar pruebas de glucosa en la sangre de un niño para ver si el niño tiene diabetes o prediabetes (una condición que puede conducir a la diabetes tipo 2).

Tipos de pruebas de detección de la diabetes que se encuentran disponibles

- **La prueba de hemoglobina glicosilada (A1C).** Un análisis de sangre mide el nivel promedio de azúcar en la sangre durante dos o tres meses. Un nivel de A1C del 6.5 por ciento o mayor en dos pruebas separadas indica diabetes.
- **Prueba aleatoria (sin ayunar) de azúcar en la sangre.** Se toma una muestra de sangre en un momento aleatorio. Un nivel de azúcar en la sangre en una prueba aleatoria de 200 miligramos por decilitro (mg/dL) o más sugiere diabetes. Esta prueba se debe confirmar con una prueba de glucosa en sangre en ayunas.
- **Prueba de azúcar en la sangre en ayunas.** Se toma una muestra de sangre después de un ayuno nocturno. Un nivel de azúcar en sangre en ayunas de menos de 100 mg/dL es normal. Un nivel de 100 a 125 mg/dL se considera pre-diabetes. Un nivel de 126 mg/dL o mayor en dos pruebas separadas indica diabetes.
- **Prueba oral de tolerancia a la glucosa.** Es un examen que mide el nivel de azúcar en la sangre en ayunas después de un ayuno nocturno con pruebas periódicas durante varias horas después de beber un líquido azucarado. Una lectura de más de 200 mg/dL después de dos horas indica diabetes.

La diabetes tipo 2 en los niños es una enfermedad prevenible/tratable y la orientación proporcionada en esta hoja de información está destinada a crear conciencia sobre esta enfermedad. Póngase en contacto con la enfermera del estudiante en la escuela, el administrador de la escuela, o con el médico si tiene alguna pregunta.

Vacunas

La ley de California requiere que presente al personal de la escuela chárter una tarjeta de vacunas antes de que un niño pueda ser inscrito en la escuela. La escuela Chárter requiere la verificación escrita de un médico o clínica de inmunización de las siguientes vacunas:

Los estudiantes que entran en el jardín de infantes que no están exentos tendrán los siguientes requisitos de vacunación:

Difteria, tos ferina y tétanos (DPT)	Cinco (5) dosis
Polio	Cuatro (4) dosis

Sarampión, paperas y rubéola (MMR)	Dos (2) dosis
Hepatitis B	Tres (3) dosis
Varicela	Una (1) dosis

NOTA: Se permiten cuatro dosis de DTP si ha sido administradas durante o después del cuarto cumpleaños. Se permiten tres dosis de Polio si han sido administradas durante o después del cuarto cumpleaños. Las dosis de MMR se deben dar durante o después del primer cumpleaños.

Los estudiantes que ingresen al 7º grado que no estén exentos de los requisitos de inmunización deben mostrar prueba de las siguientes vacunas:

Inmunización	Dosificación
Tétanos, la difteria reducida y tos ferina acelular (Tdap)	Una (1) dosis
Sarampión, paperas y rubéola (MMR)	Dos (2) dosis

NOTA: Para poder comenzar el 7º grado, los estudiantes que cuenten con una exención válida por creencia personal en el archivo de una escuela primaria o secundaria pública o privada en California antes del 1 de enero de 2016 deben cumplir con todos los requisitos para los niños de 7-17 años de edad (es decir, la polio, MMR, la varicela y la serie primaria de la difteria, el tétanos y la tos ferina), **además** de los requisitos para 7º grado de Tdap y dos (2) dosis de MMR.

Todos los estudiantes deben estar completamente inmunizados de acuerdo con el Código de Salud y Seguridad de California y el Código de Regulaciones de California con las siguientes excepciones:

- Los estudiantes que muestren pruebas de una exención médica de conformidad con el Código de Salud y Seguridad § 120370;
- Los estudiantes que estén inscritos en el programa de estudio en el hogar o estudio

independiente de la escuela chárter y no reciban ninguna instrucción en el aula; y

- Los estudiantes que, antes del 1 de enero de 2016 presentaron una carta o declaración jurada archivada en una escuela primaria o secundaria pública o privada en California indicando creencias que se oponen a la inmunización, y quien proporciona dicha carta o declaración jurada a la escuela chárter, podrán participar en las matriculas en la escuela chárter sin estar totalmente inmunizado hasta que el estudiante se inscriba en el grado siguiente de conformidad con el Código de Salud y Seguridad § 120335 (g);
 - "Grado siguiente" significa cada uno de los siguientes:
 - Preescolar.
 - Jardín infantil
 - 7° grado

Esta política no prohíbe que un alumno que califica para un programa de educación individualizada, de conformidad con la ley federal y el Código de Educación § 56026, acceda a cualquier tipo de educación especial y servicios relacionados requeridos por su programa de educación individualizada. Sin embargo, los padres o tutores deben seguir proporcionando los registros de vacunación para estos estudiantes a sus escuelas y las escuelas deben seguir manteniendo e informando los registros de las vacunas que se han recibido para estos estudiantes.

Evaluación de salud oral

Los estudiantes matriculados en kindergarten en una escuela pública o mientras están matriculados en primer grado si el alumno no estaba previamente matriculado en kindergarten en una escuela pública deben recibir una evaluación de salud oral por parte de un profesional dental. Comuníquese con la oficina si tiene preguntas sobre este requisito.

Política de prevención del suicidio

La Junta de Directores de East Bay Innovation Academy ("EBIA") reconoce que el suicidio es una de las principales causas de muerte entre los jóvenes y debe tomarse con seriedad. Para intentar reducir el comportamiento suicida y su impacto en los estudiantes y sus familias, la Junta Directiva ha desarrollado estrategias de prevención y procedimientos de intervención.

La política se ha desarrollado en conjunto con EBIA y con los interesados de la comunidad, los profesionales de salud mental de EBIA y los expertos en prevención de suicidios y, como mínimo, debe abordar los procedimientos relacionados con la prevención, la intervención y la postvención del suicidio.

Prevención y enseñanza

Las estrategias de prevención del suicidio pueden incluir, pero no limitarse a esfuerzos para promover un clima escolar positivo que refuerce una sensación de conexión de los estudiantes con EBIA y se caracterice por el cuidado del personal y las relaciones armoniosas entre los estudiantes.

El programa de instrucción y apoyo estudiantil de EBIA promoverá el desarrollo mental, emocional y social saludable de los estudiantes, incluyendo, pero no limitado al desarrollo de habilidades para resolver problemas, habilidades de afrontamiento y resiliencia.

El Director ejecutivo o su delegado puede ofrecer a los padres/tutores educación o información que describa la gravedad del problema del suicidio juvenil, los esfuerzos de prevención del suicidio de EBIA, los factores de riesgo y las señales de alerta de suicidio, los pasos básicos para ayudar a los jóvenes suicidas, reducir el estigma de las enfermedades mentales, y/o recursos de EBIA y comunitarios que puedan ayudar a los jóvenes en crisis.

El plan de estudios de EBIA puede incluir información sobre la prevención sobre el suicidio, según sea apropiado o necesario, teniendo en cuenta el nivel de grado y la edad de los estudiantes. Si se ofrece o se incluye en el plan de estudios de EBIA, la enseñanza relacionada con la prevención de suicidio debe ser diseñada para ayudar a los estudiantes:

1. Identificar y analizar los signos de depresión y comportamientos autodestructivos y comprender cómo los sentimientos de depresión, pérdida, aislamiento, inadecuación y ansiedad pueden conducir a pensamientos suicidas.
2. Identifique alternativas al suicidio y desarrolle capacidades de afrontamiento y resiliencia.
3. Aprenda a escuchar, ser honesto, compartir sentimientos y obtener ayuda al comunicarse con amigos que muestren signos de pensamientos suicidas.
4. Identifique adultos de confianza, recursos de EBIA y/o recursos comunitarios de intervención en casos de crisis en los que los jóvenes, incluidos los de alto riesgo, como los jóvenes víctimas de suicidio; jóvenes con discapacidades, enfermedades mentales o trastornos por uso de sustancias; jóvenes sin hogar o en ambientes fuera del hogar como el cuidado de crianza temporal; y los jóvenes homosexuales, bisexuales, transgéneros o que se cuestionan pueden obtener ayuda y reconocer que no hay estigma asociado con la búsqueda de salud mental, abuso de sustancias, identidad de género u otros servicios de apoyo.

Desarrollo del personal

Se entregará capacitación para la prevención del suicidio para el personal y se diseñará para ayudar al personal a identificar y encontrar ayuda para estudiantes en riesgo de suicidio. La capacitación puede ser ofrecida a discreción del Director Ejecutivo y/o de la Junta Directiva y/o en cooperación con una o más agencias comunitarias de salud mental y puede incluir información sobre:

1. Investigación que identifica los factores de riesgo, tales como intentos de suicidio previos, antecedentes de depresión o enfermedad mental, problemas de abuso de sustancias, antecedentes familiares de suicidio o violencia, sentimientos de aislamiento, conflictos interpersonales, estrés o pérdida reciente, inestabilidad familiar, y otros factores.
2. Señales de advertencia que pueden indicar intenciones suicidas, incluyendo cambios en la apariencia, personalidad o comportamiento de los estudiantes.
3. Estrategias de instrucción basadas en la investigación para enseñar el programa de prevención del suicidio y promover la salud mental y emocional.
4. EBIA y recursos y servicios comunitarios para estudiantes y familias en crisis y formas de acceder a ellos.
5. Procedimientos de EBIA para intervenir cuando un estudiante intenta, amenaza o revela el deseo de suicidarse.
6. Los materiales aprobados por EBIA para la capacitación incluirán cómo identificar los servicios apropiados de salud mental, tanto en el sitio de EBIA como dentro de la comunidad más grande, y cuándo y cómo referir a los jóvenes y sus familias a esos servicios.
7. Los materiales aprobados para la capacitación también pueden incluir programas que pueden ser completados a través de una auto-revisión o materiales apropiados para la prevención del suicidio.

Procedimiento de intervención y emergencia

Siempre que un miembro del personal sospeche o tenga conocimiento de las intenciones suicidas de un estudiante, deberá informar prontamente al Director ejecutivo o su delegado. El Director Ejecutivo o su delegado deberán notificar a los padres/tutores del estudiante tan pronto como sea posible y también puede referir al estudiante a recursos de salud mental en EBIA o en la comunidad.

Cuando se informa de un intento de suicidio o amenaza, el Director Ejecutivo o su delegado deberán, como mínimo:

1. Garantizar la seguridad física del estudiante por uno de los siguientes, según sea apropiado:
 - a. Recibir tratamiento médico inmediato si se ha producido un intento de suicidio;
 - b. Asegurar la aplicación de la ley y/u otra ayuda de emergencia si amenaza activamente con un acto suicida;
 - c. Mantener al estudiante bajo continua supervisión de un adulto hasta que el padre / tutor y/o el agente o agencia de apoyo apropiado pueda ser contactado y tenga la oportunidad de intervenir.
2. Designe a individuos específicos para que se comuniquen rápidamente, por ejemplo el consejero de EBIA, psicólogo, enfermera, director ejecutivo y/o el padre/tutor del estudiante y, según sea necesario, las agencias locales de policía o de salud mental.
3. Documente el incidente por escrito lo antes posible.
4. Haga un seguimiento con el padre/tutor y el estudiante de manera oportuna para proporcionar referencias a los servicios apropiados según sea necesario.
5. Proporcionar acceso a consejeros u otro personal apropiado para escuchar y apoyar a los estudiantes y el personal que están directa o indirectamente involucrados con el incidente en EBIA.
6. Proporcionar una oportunidad para que todos los que respondan al incidente informen, evalúen la efectividad de las estrategias utilizadas y hagan recomendaciones para acciones futuras.

En el caso de que ocurra o se intente un suicidio en el campus de EBIA, el Director Ejecutivo o designado deberá seguir los procedimientos de intervención de crisis contenidos en el plan de seguridad de EBIA. Después de consultar con el Director Ejecutivo o designado y el padre/tutor del estudiante acerca de los hechos que pueden ser divulgados de acuerdo con las leyes que rigen la confidencialidad de la información del registro del estudiante, el Director Ejecutivo o su delegado puede proporcionar información, asesoría y/o remisiones a agencias comunitarias según sea necesario. El personal de EBIA puede recibir asistencia de consejeros u otros profesionales de salud mental de EBIA para determinar la mejor manera de abordar el suicidio o intento de suicidio con los estudiantes.

Se alientará a los estudiantes por medio del programa de educación y actividades EBIA a informar a un profesor, Director ejecutivo, otro administrador EBIA, psicólogo, consejero y otro adulto cuando

experimenten pensamientos suicidas, o cuando sospechen o sepan que otro compañero tiene intenciones suicidas.

Empleados de EBIA Actuando dentro del Alcance

EBIA garantiza que sus empleados actúen sólo dentro de la autorización y alcance de su credencial o licencia. Nada en esta Política se interpretará como autorizar o alentar a un empleado de EBIA a diagnosticar o tratar enfermedades mentales a menos que el empleado esté específicamente capacitado para hacerlo y sea parte de sus responsabilidades.

Participación de los padres

La participación de los padres es vital para el éxito de nuestra escuela y para el éxito y el logro en general de cada estudiante. Un Consejo Asesor de Padres, compuesto por un equipo de líderes y presidentes de los comités, se reunirá mensualmente con el equipo de liderazgo de EBIA para determinar cómo los padres / tutores pueden apoyar mejor las necesidades de la escuela. El apoyo de los padres incluye (pero no está limitado a) los siguientes:

- Participar en la comunidad de aprendizaje ofreciéndose como voluntario treinta horas por año.
- En cualquier momento, determinar si este es el programa adecuado para sus hijos.
- Dar retroalimentación a la escuela con respecto a sus estudiantes para ayudar a mejorar los programas.
- Responder encuestas escolares.
- Serán responsables del transporte de sus hijos a la escuela.
- Proporcionarán materiales, tiempo y un lugar para que el estudiante haga la tarea.
- Participarán en al menos una conferencia anual con el asesor de su hijo, y más si es necesario.
- Apoyarán y fomentarán la asistencia a tiempo.

Procedimientos para dejar/recoger

En nuestro afán por ser buenos vecinos en la comunidad de la Escuela básica y guardianes responsables de la seguridad de nuestros estudiantes, pedimos que los padres/tutores, se **estacionen** en **Malcolm Ave.** para dejar o recoger a sus estudiantes **O** entren al camino de entrada y se **muevan** en sentido **contrario a las agujas del reloj** en la rotonda. Los automóviles NO pueden estacionarse en la rotonda, como se indica por la acera pintada de rojo. **Los automóviles deben detenerse por no más de 30 segundos en la rotonda para que el tráfico pueda fluir.** Nos se recomienda girar a la izquierda por

Malcolm Ave. al salir de la escuela, ya que los autos que viajan en la misma calle no tienen una visión clara y segura de la calzada. Recomendamos girar a la derecha al salir del camino de entrada. Los padres/tutores que necesiten reunirse con el personal EBIA deben estacionarse en Malcolm Ave. A menos que sean discapacitados y lleven una tarjeta, los padres/tutores no podrán utilizar el estacionamiento en el campus, ya que esos espacios son designados para uso exclusivo del personal.

Para nuestra Escuela superior, les pedimos a los padres/tutores entrar por el camino y moverse en sentido contrario del relok en dirección de la rotonda. Los autos NO SE PUEDEN estacionar en la rotonda. Los automóviles deben detenerse por no más de 30 segundos en la rotonda para que el tráfico pueda fluir. Los padres/tutores que necesiten reunirse con el personal EBIA deben estacionarse en los espacios designados junto al camino de entrada.

Política para recoger tarde

East Bay Innovation Academy (EBIA) se compromete a proporcionar un plantel seguro para todos los estudiantes. Cuando los estudiantes se quedan en propiedad de la escuela después del cierre, EBIA seguirá ciertos pasos para asegurar que los estudiantes estén a salvo hasta que sus padres/tutores vengan a recogerlos. En el caso de que los estudiantes se queden en la escuela después de las horas de clase, el personal de EBIA hará lo siguiente:

1. Notificará al Director de la escuela o designado inmediatamente.
2. Tratar de comunicarse con los padres/tutores a través del número de teléfono proporcionado a la escuela por los padres/tutores al comienzo del año. Esto puede incluir llamar a cualquier contacto(s) de emergencia que aparezca listado para el estudiante.
3. Llevar a los estudiantes al vestíbulo del edificio. Se les pedirá a los padres/tutores entrar en el edificio para recoger al estudiante.
4. Permanecerá en el sitio hasta que un adulto trate de recoger al estudiante.
5. Notificar al Director de la Escuela o la persona designada 45 minutos después del cierre si hay una posibilidad de que un oficial de la ley pueda ser llamado para ayudar al estudiante.
6. Como último recurso, a los 60 minutos después del cierre de las operaciones, EBIA puede comunicarse con la policía y/o servicios de bienestar infantil para retirar al estudiante y que pueda asumir la responsabilidad del estudiante hasta que el padre/tutor lo recoja.
7. En los casos de incidentes repetidos en los que los padres/tutores hayan llegado tarde a recoger a su hijo, se notificará a los padres/tutores por escrito sobre las responsabilidades parentales y consecuencias para su hijo. Una consecuencia puede incluir: negativa a permitir que el estudiante asista a programas después de escuela si el padre se atrasa repetidamente a recogerlo.

EBIA entiende que pueden producirse circunstancias imprevistas. En caso de que sea probable que se atrase, por favor informe a la oficina central al 510-577-9557. Recoger cinco o más veces tarde a su hijo durante un año escolar, resultará en una reunión obligatoria con la administración escolar.

Los padres voluntarios

La investigación sobre los logros del estudiante indica que cuando los padres son miembros activos de la vida escolar del niño, el progreso académico del estudiante se acelera y su autoestima florece. Con base en esta investigación, se les pide a los padres ser voluntarios en una variedad de entornos. Hay muchas oportunidades para la participación. Por favor, póngase en contacto con la escuela para obtener información sobre nuestras necesidades por padres voluntarios. También puede obtener ideas en las reuniones de padres, a través del boletín de noticias, o hablando con los profesores y otros padres. Se les pide a los padres y/o miembros de familia solicita ser voluntarios 30 horas al año, por estudiante inscrito. El tiempo de voluntariado se puede realizar en una variedad de maneras, incluyendo, pero no limitado a la asistencia en el Aula

- Conducción y/o chaperones para excursiones
- Tutoría
- La recaudación de fondos
- Mantenimiento de las instalaciones/soporte técnico
- Supervisión durante el almuerzo o la mañana

Comunicación con la escuela

Como socios en la educación de cada niño que está aprendiendo, valoramos la transparencia en la comunicación. La mayor parte de nuestra comunicación a los hogares se realizará por vía electrónica, a través de mensajes de correo electrónico. Los anuncios sobre los próximos eventos o asuntos importantes se realizan a través de una llamada telefónica grabada que será enviada a todas las familias y la información será actualizada en el sitio web de EBIA (www.eastbayia.org). Se realizarán llamadas telefónicas para discutir asuntos individuales de los estudiantes. El medio más eficaz de comunicación con el personal de EBIA es por correo electrónico. Es nuestra práctica responder los correos electrónicos dentro de dos días hábiles. Si desea ponerse en contacto con la escuela por teléfono, nuestro número de teléfono es (510) 577 a 9.557.

Portal de padres

Con el fin de monitorear el progreso académico de los estudiantes, cada padre/tutor recibirá un acceso al portal para padres *Illuminate*, nuestro sistema de información del estudiante. Le recomendamos que lo revise semanalmente, como mínimo, para mantenerse actualizado sobre las calificaciones y asistencia de su hijo. El portal permitirá que usted vea cuando no haya traído tareas y las calificaciones obtenidas en cualquier evaluación o asignación. Las calificaciones serán actualizadas por los profesores semanalmente. En nuestra Escuela superior, el sistema está pareado con Schoology. El portal para padres Schoology también permite a los padres acceder a las notas y trabajos de curso.

POLÍTICA ACADÉMICA

EBIA es una rigurosa escuela STEAM, por sus siglas en inglés (Ciencia, Tecnología, Ingeniería, Arte y Matemáticas) con un enfoque único en las habilidades sociales y emocionales que los estudiantes necesitan para ser líderes. Los estudiantes aprenderán a solucionar problemas y fuertes defensores que trabajen juntos y asuman la responsabilidad de su propio aprendizaje. La política académica es un reflejo de los pilares del modelo de instrucción de EBIA - aprendizaje mezclado (blended learning), aprendizaje basado en proyectos, e innovación y diseño.

El dominio de destrezas y contenido

EBIA espera que todos los estudiantes dominen las Normas centrales comunes del estado, normas AP y/o normas estatales de California. Se espera que los estudiantes demuestren su dominio de los contenidos y habilidades para todos los cursos según se define por sus calificaciones en los cursos ponderados. Los estudiantes no podrán avanzar de curso hasta que hayan dominado las habilidades a un nivel básico.

El dominio se define utilizando la siguiente escala:

Grado	Porcentaje	Descripción
A	90% o por encima	El estudiante está demostrando de forma constante un dominio avanzado de las destrezas y contenidos
B	80-89%	El estudiante está demostrando de forma constante un dominio suficiente de las destrezas y contenidos
C	70-79%	El estudiante está demostrando de forma constante un dominio básico de las destrezas y contenidos
F	69% o por debajo	El estudiante no está demostrando de forma constante un dominio básico de las destrezas y/o contenidos

Aquellos estudiantes que no demuestren dominio a un nivel básico participarán en uno o más de los siguientes programas. El contenido de estos programas puede incluir: la finalización de los cursos faltantes, la revisión de los cursos, la enseñanza de habilidades y/o contenidos.

Horario de oficina - Durante todos los períodos de evaluación, se les pedirá a los estudiantes que no demuestran dominio en algún curso, asistir a las horas de oficina, antes o después de la jornada escolar.

Período de calificaciones/semestre extendido - Durante la intercesión (octubre, enero y mayo) inmediatamente después del período de calificación en el que el estudiante no demostró dominio, el estudiante asistirá a reuniones de apoyo de instrucción.

Trabajo en clase atrasado y faltante

Con el fin de apoyar la capacidad de los estudiantes para tomar posesión de su propio aprendizaje, la política para trabajo tardío y faltante de EBIA se enfoca en el desarrollo de una cultura con altas expectativas y rendición de cuentas. El proceso de escalamiento para el trabajo tardío y faltante es el siguiente:

Paso 1 - Reunión de responsabilidad con estudiantes y profesores

El trabajo tardío solo será aceptado una vez que los estudiantes hayan participado en una reunión de rendición de cuentas con el profesor del curso en el que han perdido trabajo.

Todo el aprendizaje basado en proyectos finales, capstone y otras asignaciones tardías reducirán el 5% de la puntuación final.

Durante las reuniones de rendición de cuentas, los estudiantes y profesores fijarán una nueva fecha de vencimiento de la tarea.

Los estudiantes deben comunicarse con su profesor antes de la fecha de vencimiento de la tarea con el fin de comunicar algún problema de tardanza y programar una reunión de rendición de cuentas.

Estas reuniones deben producirse antes de la escuela o durante las horas de oficina con profesor.

Si los estudiantes no completan el Paso 1 y/o envían la actividad tarde o no cumplen con la nueva fecha de vencimiento, el problema se llevará al paso 2.

Paso 2 - Comunicación con el padre/tutor, profesor y asesor

El padre/tutor debe participar en una comunicación con el asesor del alumno y el profesor del curso en el que está perdiendo trabajo.

Esta comunicación puede ser un intercambio de correos electrónicos, llamada telefónica y/o reunión en persona.

Durante esta comunicación, los participantes discutirán el rendimiento académico y el aprendizaje autodirigido específico del estudiante para ese curso, además de establecer un plan de acción para la presentación del trabajo tardío/faltante.

Si los estudiantes no completan el plan de acción y/o envían la actividad tarde o no, el asunto se elevará al paso 3.

Paso 3 - Reunión con el padre/tutor, profesor, asesor, el estudiante y el equipo del nivel de grado.

El padre/tutor y el estudiante deben participar en una reunión en persona con el asesor del estudiante y todos los profesores de nivel del grado.

Durante esta reunión, los participantes discutirán el rendimiento académico y el aprendizaje autodirigido general del estudiante para todos los curso, además de establecer un plan de intervención según sea necesario.

DERECHOS DE LOS PADRES

Los siguientes Derechos de los padres son extraídos del sitio web del Departamento de Educación de California y delimitan una ley de California que especifica los derechos legales de los padres para participar en la educación de sus hijos (Capítulo 864, Estatutos de 1998).

Observación en el aula

Los padres tienen el derecho de visitar las aulas de sus hijos para observar las actividades. La hora y la fecha de la visita deberá ser organizada de antemano con la escuela. La escuela puede establecer expectativas de tiempo y frecuencia razonables relacionados con la observación en el aula.

Conferencias de profesores

Los padres tienen derecho a solicitar una conferencia con el profesor de su hijo y/o el Director de la Escuela. Los padres deben comunicarse con la escuela para programar una fecha y hora conveniente para todos los participantes.

Trabajar como voluntario

Los padres tienen derecho a ofrecer su tiempo y recursos para el mejoramiento de las instalaciones y programas escolares. Los padres deben comunicarse con la escuela para determinar los términos y condiciones de este servicio. Los voluntarios que vengan en forma regular tendrán que presentar prueba de aprobación de una evaluación de tuberculosis y una aprobación (toma de huellas) del Departamento de Justicia.

Asistencia del estudiante

Los padres tienen el derecho a ser informados de manera oportuna si su hijo está ausente de la escuela sin permiso.

Evaluación estudiantil

Durante todo el año los estudiantes pueden participar en diversas formas de pruebas y evaluación, según el grado, sitio, etc.

- **CAASPP** - Los estudiantes en los grados 6 a 8 tendrán dos pruebas matemáticas (un examen de matemáticas adaptativo por computadora y una tarea de rendimiento matemático), así como dos pruebas de Artes del idioma inglés (ELA) (una prueba adaptativa en computadora ELA y una tarea de rendimiento ELA). Las pruebas CAASPP se llevan a cabo en la primavera. No obstante cualquier otra disposición de ley, una solicitud por escrito del padre tutor para que el Director excuse a su hijo de cualquiera o todas las partes de esta evaluación estatal serán concedidas.
- **Prueba de aptitud física** - Los estudiantes de 5º, 7º y 9º grado participarán en un examen de aptitud física durante la primavera.
- **MAPA NWEA**- Todos los estudiantes tomarán evaluaciones de matemáticas, lectura, lenguaje y ciencias durante el año escolar. Los estudiantes de noveno grado deben recibir una segunda evaluación en matemáticas dentro de los 30 días desde la inscripción según la *Ley de implementación de colocación en matemáticas de California de 2015*.

Ambiente escolar seguro

Los padres tienen el derecho y tienen derecho a la garantía de un entorno de aprendizaje seguro y de apoyo para su hijo.

Materiales curriculares

Los padres tienen el derecho de examinar los materiales del plan de estudios de la clase o clases en las que su hijo está inscrito.

Progreso académico del estudiante

Los padres tienen el derecho a ser informados sobre el progreso académico de sus hijos en la escuela y de las personas que pueden contactar en caso de que deseen más información o ayuda con su hijo.

Aviso del Programa Cal Grant

EBIA debe por ley estatal presentar el GPA de todos los estudiantes de preparatoria el 1 de octubre de cada año, a menos que el estudiante mayor de 18 años o padre/tutor para aquellos menores de 18 años opten por no ser incluidos. Los estudiantes actualmente en el undécimo (11) grado serán considerados como solicitantes de Cal Grant, a menos que el estudiante (o el padre, según corresponda) haya optado por no participar el 15 de febrero o antes.

Registros del estudiante

Expediente del Alumno, incluyendo los desafíos e información del directorio

La Ley de Derechos Educativos y Privacidad (FERPA) otorga a los padres y estudiantes que tengan 18 años de edad o más (estudiantes elegibles) ciertos derechos con respecto a los registros de educación del estudiante. Estos derechos son:

1. El derecho a inspeccionar y revisar los registros de educación del estudiante dentro de los 5 días posteriores al día en que la escuela recibe la solicitud de acceso. Los padres o estudiantes elegibles deben presentar al director de la escuela o su designado, una solicitud por escrito que identifique los registros que desean inspeccionar.

El funcionario escolar hará los arreglos para el acceso y notificará al padre o estudiante elegible de la hora y el lugar donde podrán inspeccionar los expedientes.

2. El derecho a solicitar una modificación de los registros educativos del estudiante que el padre o estudiante elegible creen que son inexactos, falsos o de alguna manera infringen los derechos de privacidad del estudiante bajo la FERPA.

Los padres o estudiantes elegibles que deseen pedir a la escuela que modifique un registro, deben escribir el jefe de la escuela o la persona designada, identificando claramente la parte del expediente que quieren cambiar, y especificar por qué debe ser cambiada. Si la Escuela decide no modificar el expediente según lo solicitado por el padre o estudiante elegible, la Escuela notificará al padre o estudiante elegible de la decisión y le informará sobre su derecho a una

audiencia sobre la solicitud de modificación. Se proporcionará información adicional sobre los procedimientos de la audiencia al padre o estudiante elegible cuando se le notifique del derecho a una audiencia.

3. El derecho a proporcionar consentimiento escrito antes de que la escuela divulgue información de identificación personal (PII, por sus siglas en inglés) en relación con los expedientes educativos del estudiante, excepto en la medida en que FERPA autorice la divulgación sin consentimiento.

Una excepción que permite a la Escuela divulgar información sin consentimiento es cuando la escuela divulga información a funcionarios escolares con intereses educativos legítimos. Un funcionario escolar es una persona empleada por la escuela como un administrador, supervisor, instructor o personal de apoyo (incluyendo personal de salud o médico y personal de seguridad) o una persona miembro del Consejo escolar. Un funcionario escolar también puede incluir un voluntario o contratista externo de la Escuela que realiza un servicio institucional o función para el cual la Escuela de otra manera utilizaría sus propios empleados y que está bajo el control directo de la escuela con respecto al uso y mantenimiento del PII proveniente de los registros de educación, como un abogado, auditor, consultor médico o terapeuta; un padre o estudiante voluntario que se desempeña en un comité oficial, como un comité de disciplina o de quejas; o un padre, estudiante, u otro voluntario que ayuda a otro funcionario escolar en el desempeño de sus tareas. Un funcionario escolar tiene un interés educativo legítimo si el funcionario necesita revisar un expediente educativo con el fin de cumplir con su responsabilidad profesional.

A petición, la escuela divulgará los expedientes educativos sin consentimiento a oficiales de otro distrito escolar en el cual el estudiante busca o tiene la intención de inscribirse o que ya se encuentra inscrito si la divulgación tiene la finalidad de inscribir o transferir al alumno.

4. El derecho a presentar una queja ante el Departamento de Educación de los EE.UU. relativa a supuestas omisiones por parte de la Escuela en el cumplimiento de los requisitos de FERPA. El nombre y la dirección de la oficina que administra FERPA son:

Family Policy Compliance Office
Departamento de Educación de EE.UU.
400 Maryland Avenue, SW Washington, DC 20202

FERPA permite la divulgación de información de identificación personal de los expedientes educativos del estudiante, sin el consentimiento de los padres o el estudiante elegible, si la divulgación cumple con ciertas condiciones que se encuentran en el §99.31 del reglamento de FERPA. A excepción de la divulgación a funcionarios escolares, revelaciones relacionadas con algunas órdenes judiciales o citaciones emitidas legalmente, las divulgaciones de información de directorio, y la divulgación a los padres o el estudiante elegible, el §99.32 del reglamento de FERPA requiere que la escuela registre la

divulgación. Los padres y los estudiantes elegibles tienen el derecho a inspeccionar y revisar el registro de las divulgaciones. Una escuela puede divulgar información de identificación personal a partir de los registros de la educación de un estudiante sin obtener el consentimiento previo por escrito de los padres o el estudiante elegible —

1. Para otros funcionarios escolares, incluyendo profesores, dentro de la agencia o institución educativa que la escuela haya determinado que tienen intereses educativos legítimos. Esto incluye los contratistas, consultores, voluntarios u otras partes a las que la escuela haya externalizado los servicios o funciones institucionales, siempre que se cumplan las condiciones enumeradas en §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) . (§99.31(a)(1)).
2. A los funcionarios de otra escuela, sistema escolar o institución de educación superior donde el estudiante desee o intente inscribirse, o cuando el estudiante ya esté inscrito, si la divulgación es para fines relacionados con la inscripción o transferencia del estudiante, sujeto a los requisitos de §99.34. (§99.31(a)(2)).
3. Para autorizar a los representantes de la Contraloría General de los EE.UU., el Fiscal General de Estados Unidos, el Secretario de Educación, o las autoridades estatales y locales de educación de Estados Unidos, tales como la agencia estatal de educación en el estado del padre o estudiante elegible (SEA). La divulgación conforme a esta disposición se pueden hacer, sujeto a los requisitos de la §99.35, en el marco de una auditoría o evaluación de programas de educación apoyados estatal o federalmente, o de la aplicación o cumplimiento de los requisitos legales federales que se relacionan con esos programas. Estas entidades pueden hacer otras divulgaciones de la PII a entidades externas que son designadas por ellos como sus representantes autorizados para llevar a cabo cualquier auditoría, evaluación o actividad de cumplimiento de ejecución o en su nombre. (§§99.31(a)(3) y 99,35).
4. En relación con la ayuda financiera que el estudiante ha solicitado, o que el estudiante ha recibido, si la información es necesaria para determinar la elegibilidad para la ayuda, determinar el importe de la ayuda, las condiciones de la ayuda, o hacer cumplir los términos y condiciones de la ayuda. (§99.31(a)(4)).
5. Para que las organizaciones de acreditación lleven a cabo sus funciones de acreditación. (§99.31(a)(7)).
6. Para los padres de un estudiante elegible si el estudiante es un dependiente para el propósito de impuestos del IRS.
(§99.31(a)(8)).

7. Para cumplir con una orden judicial o citación legal. (§99.31(a)(9)).
8. Para los funcionarios de apropiación en relación con una emergencia de salud o seguridad, sin perjuicio de §99.36.
(§99.31(a)(10)).
9. Información que la Escuela ha designado como "información de directorio" bajo §99.37.
(§99.31(a)(11)).

Los padres tienen derecho a inspeccionar y revisar los archivos de su hijo y cuestionar todo lo que consideren inexacto, engañoso o una invasión a la privacidad. Los padres tienen derecho a una respuesta oportuna del distrito escolar acerca de sus preguntas.

La Ley de Derechos Educativos y Privacidad (FERPA), una ley federal, requiere que EBIA, con ciertas excepciones, obtenga su consentimiento por escrito antes de divulgar información de identificación personal de los registros educativos de su hijo. Sin embargo, la Escuela Chárter puede revelar información personal identificable de un registro educativo bajo ciertas condiciones tales como otros funcionarios de la escuela, en algunas situaciones de emergencia de salud y seguridad, y para el gobierno estatal y federal.

EBIA también puede divulgar la apropiadamente designada "información de directorio" sin el consentimiento por escrito, a menos que usted haya informado a la Escuela Chárter lo contrario, de acuerdo con los procedimientos de EBIA. El propósito principal del directorio es permitir que la escuela autónoma incluya este tipo de información de los registros educativos de su hijo en ciertas publicaciones escolares.

Información del directorio

La información del directorio es información que generalmente no se considera dañina o una invasión a la privacidad si es divulgada. La información del directorio puede ser revelada a organizaciones externas sin el consentimiento previo por escrito de los padres. Las organizaciones externas incluyen, pero no se limitan a, compañías que fabrican anillos de graduación o publican anuarios. La Escuela Chárter ha designado la siguiente información como información del directorio:

- * El nombre del estudiante
- * Dirección del estudiante

- * Dirección del padre/tutor
- * Número de teléfono
- * La dirección de correo electrónico del estudiante
- * La dirección de correo electrónico del padre/tutor
- * Fotografía
- * Fecha y lugar de nacimiento
- * Fechas de asistencia
- * Nivel de grado
- * Peso y altura de los miembros de equipos deportivos
- * Títulos, honores y premios recibidos
- * La agencia o institución educativa a la que asistieron más recientemente
- * Número de identificación del estudiante, ID de usuario, u otro identificador personal único que se utiliza para comunicarse en los sistemas electrónicos que no se pueden utilizar para acceder a los registros educativos sin un PIN, contraseña, etc. (El número de seguro social del estudiante, en su totalidad o en parte, no se puede utilizar para este propósito.)

Si no desea que EBIA revele información de directorio de los registros educativos de su hijo sin su consentimiento previo y por escrito, debe notificar EBIA por escrito al momento de la inscripción o reinscripción. Por favor notifique a la oficina principal.

Normas

Los padres tienen el derecho a recibir información con respecto a los estándares académicos que se espera que su hijo cumpla.

Reglas de la escuela

Los padres tienen el derecho a recibir un aviso por escrito de las normas escolares, las políticas de asistencia, códigos de vestimenta y procedimientos para visitar la escuela.

Pruebas psicológicas

Los padres tienen el derecho a recibir información sobre todos los exámenes psicológicos recomendados para su hijo.

Consejos y comités

Los padres tienen el derecho a participar como miembros de un comité asesor para padres, consejo escolar, o equipo de liderazgo administrativo basado en la web, según sea el caso.

Derecho a solicitar las credenciales de los profesores

Los padres tienen el derecho de solicitar información sobre las credenciales profesionales de los profesores de sus hijos. Un padre puede solicitar de EBIA:

- Saber si el profesor ha cumplido con los criterios de calificación y licenciamiento de California para los niveles de grado y las materias en las que el profesor enseña;
- Saber si el profesor está enseñando bajo una emergencia u otro estado provisional a través del cual ha renunciado a criterios de calificación o licencia de California;
- La licenciatura del profesor y cualquier otra certificación o título obtenido por el profesor y el campo de disciplina de la certificación o título;
- Si el niño recibe servicios de profesionales y de ser así, sus credenciales.

A petición de uno de los padres, EBIA proporcionará información sobre el nivel de logro del niño en cada una de las evaluaciones académicas de California e informará al padre de su hijo si ha sido asignado o ha sido instruido por cuatro o más semanas consecutivas por un profesor de una materia académica central que no esté altamente calificado. EBIA proporcionará esta información en un formato uniforme y comprensible y, en la medida de lo posible, en un idioma que los padres puedan entender.

NUESTRAS REGLAS ESCOLARES

Cuídate

Cuida de los demás

Cuida a nuestra comunidad

Vive las Normas innovadoras

Código de vestimenta

- 1) Los sombreros y capuchas solo se utilizarán en el exterior.

- 2) La ropa y accesorios mostrarán solamente mensajes e imágenes libres de lenguaje explícito, profano, ofensivo o contenido sugerente.
- 3) La ropa cubrirá todas las prendas interiores y torsos.
- 4) La ropa y accesorios estarán libres de cualquier representación de afiliación a una pandilla.
- 5) La ropa y accesorios estarán libres de imágenes y mensajes que promuevan la violencia y el tabaco, drogas o alcohol.
- 6) Para garantizar la participación segura y activa en los cursos de ciencias y de aptitud, se deben usar zapatos con punta cerrada sin tacón y que están fijados de forma segura alrededor del pie.

Política sobre el teléfono celular/dispositivos electrónicos

Los estudiantes apagarán y guardarán los teléfonos celulares y dispositivos electrónicos personales durante el horario escolar. Los teléfonos celulares y dispositivos electrónicos personales pueden ser utilizados durante la clase solamente con la autorización expresa o bajo la supervisión de un miembro del personal adulto.

Puede encontrar la Política de Uso tecnológico [aquí](#) o llamando al (510) 577-9557

Chicle en la escuela

Los estudiantes con chicle deben tirarlo a la papelera al entrar a la escuela.

Lenguaje académico

Los estudiantes se abstendrán de usar lenguaje profano, grosero u ofensivo en el campus.

Demostraciones públicas de afecto

Se permiten demostraciones de afecto apropiadas, breves y platónicas en la escuela, en terreno de la escuela y en actividades patrocinadas por la escuela. El personal EBIA usará su discreción para determinar el nivel de adecuación.

Aseo personal

El aseo personal (cabello y maquillaje) se realizará fuera del horario de clase.

Drogas, Alcohol, Tabaco

EBIA no tolera el uso, posesión o venta de drogas, alcohol o tabaco/nicotina (incluyendo cigarrillos electrónicos y plumas de vapor) por parte de los estudiantes en el campus o en actividades patrocinadas

por la escuela. Los estudiantes que infrinjan esta política se enfrentan a acciones disciplinarias hasta e incluyendo la suspensión o expulsión

PLAN DE APOYO CONDUCTUAL POSITIVO

En EBIA, nos esforzamos por crear una cultura de comunidad, donde existan relaciones de cuidado y crianza, dando a los estudiantes un sentido de pertenencia y responsabilidad de unos hacia otros. Sabemos que los estudiantes que participan en un plan de estudios riguroso, relevante y real son más propensos a ser participantes activos en la comunidad, evitando el mal comportamiento que los aleja de la productividad de un entorno de aprendizaje. Con el fin de apoyar a todos los estudiantes que personifican nuestras seis Normas innovadoras (perseverancia, curiosidad, amabilidad, respeto, escrupulosidad y ciudadanía/liderazgo), hemos implementado el siguiente plan de apoyo positivo, con un enfoque restaurativo para abordar las cuestiones disciplinarias que puedan surgir.

Honoraremos a los estudiantes y el personal regular y públicamente por ser factores positivos para la comunidad EBIA. Las reuniones de la mañana se ofrecen en un foro para toda la escuela para reconocer (dar agradecimientos a los estudiantes) por defender las Normas innovadoras, las cuales están ligadas directamente a nuestras creencias fundamentales. El tiempo en las clases de asesoramiento estará dedicado a honrar a los estudiantes a un nivel más local. Reconocer, validar y afirmar a nuestros estudiantes es algo que se llevarán a cabo todos los días en todas las clases y en todo el campus. Si bien EBIA no cree en incentivar un comportamiento positivo con recompensas extrínsecas, apoyamos la idea de establecer objetivos personales y comunitarios y celebrar la consecución de esos objetivos en miles de formas que hacen honor al proceso y el progreso.

Tenemos altas expectativas para el comportamiento y se ha establecido un conjunto de normas de comportamiento y reglas escolares que están en su lugar para apoyar un ambiente de aprendizaje seguro y positivo. La consistencia y la transparencia son las claves para los estudiantes, lo que garantiza la comprensión de las expectativas de comportamiento. El proceso iterativo de examinar y perfeccionar estas normas no sólo se anima, sino que se esperaba, ya que somos una escuela innovadora dedicada a la creación de una cultura en la que existe un compromiso, como resultado de escuchar todas las voces con el fin de satisfacer las necesidades de nuestra comunidad. No hay intencionalmente una letanía de las normas de comportamiento, pero estas pocas siguientes son para que podamos llamar la atención, cuando sea necesario, para corregir las conductas contrarias a la comunidad y enfocarse en las decisiones positivas que nuestra comunidad toma:

Cuídate

Cuida de los demás

Cuida a nuestra comunidad

Vive las Normas innovadoras

Puede encontrar la política de suspensión/expulsión [aquí](#) o llame al (510) 577 a 9557

La justicia restaurativa

La justicia restaurativa promueve los valores y principios que utilizan enfoques inclusivos y de colaboración para estar en comunidad. Estos enfoques validan las experiencias y necesidades de cada uno dentro de la comunidad, en particular aquellos que han sido marginados, oprimidos o dañados. Estos enfoques nos permiten actuar y responder de una manera que sea sanadora recuperando en lugar de alienadora o coercitiva.

-Extracto de Amstutz y salmonete, Disciplina restaurativa para las escuelas

El tiempo de instrucción es "sagrado" y las experiencias de aprendizaje exitosas dependen de la participación comprometida de todos los estudiantes. La comunidad está compuesta por personas que ejercen la autodisciplina, mientras al tiempo que comprenden la necesidad de interdependencia.

A continuación se muestra un ejemplo de la respuesta de un profesor a los estudiantes que toman malas decisiones en clase que afectan negativamente al entorno de aprendizaje:

- 1) Si se produce el mal comportamiento, el profesor se dirigirá a la(s) persona(s) responsable(s) con respeto y en silencio, recordándoles de los comportamientos apropiados deseados.
- 2) Si la mala conducta persiste, el profesor le pedirá al estudiante salir de clase o se acercará de forma individual al estudiante para una conferencia de 1-2 minutos. Esta conferencia proporcionará al estudiante la oportunidad de discutir el comportamiento y las formas en que pueden demostrar a la clase que están listos para aprender y volver a unirse a la comunidad.
 - a. Si el profesor siente que el estudiante está listo para volver a clase, el estudiante se une a la comunidad académica y demuestra una participación activa. Si el estudiante regresa a la clase y el mal comportamiento continúa, se le pedirá al estudiante escribir una reflexión y será referido para hablar con un administrador. El administrador al que acuda el estudiante notificará a los padres de la referencia y discutirá los próximos pasos.
 - b. Si el profesor siente que el estudiante no está listo para volver, se le pedirá al estudiante escribir una reflexión sobre el comportamiento no deseado, ya sea en la clase de ese profesor o la clase posterior.

- 3) Si el estudiante vuelve a la clase después de haber escrito una reflexión y continúa con un comportamiento improductivo, el estudiante será referido a la oficina y se involucrará en un plan de apoyo administrativo.
- 4) Si el comportamiento en clase es de naturaleza extrema y no puede ser tratado siguiendo los pasos antes mencionados, el estudiante será referido a la oficina y se involucrará en un plan de apoyo administrativo.

Plan de apoyo conductual administrativo

La comprensión de la mayoría de los comportamientos será dirigida por el profesor, como un medio para volver a atraer a los estudiantes a un ambiente de aprendizaje, los estudiantes referidos a la oficina ya habrán recibido múltiples oportunidades para corregir la mala conducta. Tratamos a cada estudiante como individuo y ajustaremos nuestro enfoque sobre una base caso por caso. Aplicamos los principios de justicia restaurativa para apoyar opciones positivas para los estudiantes de manera que los comportamientos no deseados no continúen, pero también podemos ofrecer un modelo más tradicional para los estudiantes y las familias que prefieran no participar en el enfoque restaurativo.

Título IX, Política contra el acoso, la intimidación y la discriminación

El acoso, incluyendo el acoso sexual, la intimidación y la discriminación no serán tolerados por ningún estudiante o miembro del personal de EBIA.

En la medida en que sea posible, EBIA hará los esfuerzos razonables para evitar que los estudiantes sean discriminados o acosados y tomará medidas para investigar, responder, abordar e informar sobre estos comportamientos de una manera oportuna. El personal de la escuela EBIA que atestigüe actos de discriminación, acoso o intimidación tomará medidas inmediatas para intervenir cuando sea seguro hacerlo.

Por otra parte, EBIA no tolerará ninguna discriminación, el acoso sexual y hostigamiento de cualquier tipo por cualquier empleado, contratista independiente u otra persona con la que EBIA haga negocios, o cualquier otra persona, estudiante o voluntario. Esta política se aplica a todos los estudiantes, acciones y relaciones voluntarias de los empleados, independientemente de su cargo o género. EBIA investigará rápidamente y a fondo toda queja de este tipo de acoso y tomará las acciones correctivas apropiadas, si se justifica.

Se anima a cualquier estudiante que considere haber sido objeto o testigo de discriminación, acoso, acoso sexual o intimidación de cualquier tipo, a reportar inmediatamente ese incidente a su profesor o a

otro miembro del personal escolar. El Director Ejecutivo investigará inmediatamente todos los incidentes de manera confidencial.

Cualquier estudiante que participe en el acoso o intimidación relacionada con el género puede ser objeto de medidas disciplinarias. Los estudiantes deben reportar inmediatamente los incidentes de intimidación a un miembro del personal EBIA. Los estudiantes pueden confiar en que el personal investigará con prontitud toda queja de acoso de manera exhaustiva y confidencial.

Hay una copia completa de la política de acoso, intimidación, discriminación e intimidación de EBIA disponible en la oficina principal.

Honestidad académica

El Consejo considera que la honestidad académica y la integridad personal son componentes fundamentales de la educación y el desarrollo del carácter de un estudiante. El Consejo espera que los estudiantes no engañen, mientan, plagien o cometan otros actos de deshonestidad académica.

Los estudiantes, los padres/tutores, el personal y los administradores serán responsables de crear y mantener un ambiente escolar positivo que alienta la honestidad. Los estudiantes que hayan cometido un acto de deshonestidad académica estarán sujetos a medidas disciplinarias, hasta e incluyendo la suspensión de la escuela.

Definiciones de plagio y violación de derechos de autor:

- 1) Los usuarios no plagiarán trabajos que encuentren en Internet. El plagio es tomar las ideas o escritos de otros y presentarlos como si fueran originales del usuario.
- 2) Los usuarios respetarán los derechos de los propietarios de derechos de autor y no infringirán esos derechos.

La infracción de los derechos de autor se produce cuando un individuo reproduce inapropiadamente un trabajo que está protegido por derechos de autor. Si una obra contiene lenguaje que especifica como aceptable el uso de dicho trabajo, el usuario deberá seguir los requisitos expresados. Si el usuario no está seguro de si tiene o no permitido utilizar una obra, debe solicitar el permiso del propietario del derecho de autor.

QUEJAS DE LOS ESTUDIANTES

Aviso

Es la intención de la EBIA integrar las habilidades de resolución de conflictos en el plan de estudios. De acuerdo con ello, a los estudiantes que tengan quejas contra otros estudiantes se les anima a abordar primero el problema con la persona directamente usando las habilidades de resolución de conflictos aprendidas sin la intervención de un empleado de la escuela. Sin embargo, si el estudiante no se siente cómodo con esta aproximación, o el reclamo involucra el acoso sexual o la discriminación, el estudiante puede notificar a un profesor u otro miembro del personal escolar. El profesor o miembro del personal notificará al Administrador de la queja si no se puede resolver de inmediato a ese nivel. Los padres/tutores serán notificados si es necesario.

Los estudiantes que tengan quejas contra el personal o los programas escolares pueden notificar a un profesor o administrador. Si un profesor, o cualquier otro miembro del personal, reciben el aviso de una queja sobre un estudiante contra alguien del personal o un programa de la escuela, el profesor deberá notificar al administrador.

Procedimientos

Dependiendo de la naturaleza de la queja, el pupilo recibirá información relacionada con la política y los procedimientos aplicables a seguir. Por ejemplo, si la queja es de acoso sexual o de otro tipo de discriminación, el estudiante recibirá una copia de la política de la escuela contra el acoso y la discriminación y proporciona un formulario de queja y se le explicarán los procedimientos previstos en la política.

Si EBIA no tiene una política o procedimiento específico para la queja en particular, el Administrador o su designado, realizará una investigación sobre la denuncia del alumno para garantizar que sea procesada de manera rápida y oportuna. Cuando sea apropiado se obtendrá una declaración escrita de la queja del estudiante.

Confidencialidad

Quienes hayan presentado la queja serán notificados de la información obtenida del estudiante y posteriormente la información recaudada se mantendrá de manera confidencial como sea posible, pero en algunas circunstancias no se podrá garantizar la absoluta confidencialidad.

No represalias

Los denunciados serán informados de la protección que se les brindará contra las represalias como consecuencia de la presentación de cualquier queja o participación en cualquier proceso de quejas.

Resolución

La Administración investigará las quejas de los estudiantes apropiadamente bajo las circunstancias y de conformidad con los procedimientos aplicables y, si es necesario, tomará las medidas correctivas adecuadas para garantizar la solución eficaz ante cualquier reclamación.

PROCEDIMIENTOS DE QUEJAS

La Academia de Innovación de East Bay (la "Escuela Chárter") ha adoptado esta política para abordar las quejas de discriminación contra cualquier grupo protegido, como se describe más detalladamente a continuación.

Alcance

La política de la Escuela Chárter es cumplir con las leyes y reglamentos federales y estatales correspondientes. La Escuela Chárter es la agencia local principalmente responsable del cumplimiento de las leyes y reglamentos federales y estatales que gobiernan los programas educativos. De conformidad con esta política, las personas encargadas de realizar las investigaciones deberán estar bien informadas sobre las leyes y programas que les hayan sido asignados. Este procedimiento de queja se adoptó para proporcionar un sistema uniforme de procesamiento de quejas para los siguientes tipos de quejas:

- (1) Las quejas de discriminación ilegal, acoso o intimidación en contra de cualquier característica protegida incluyendo la real o percibida, como la discriminación por razones de edad, sexo, orientación sexual, género, expresión de género, identidad de género, identificación con grupo étnico, raza, ascendencia, nacionalidad, origen nacional, religión, afiliación religiosa, color o discapacidad mental o física, información genética, estado civil, o sobre la base de la asociación de una persona con una persona o grupo con una o más de estas características reales o percibidas en cualquier programa o actividad de la Escuela Chárter; y
- (2) **Las quejas de violaciones de la ley estatal o federal y reglamentos que rigen los siguientes programas incluyendo pero no limitado a:** Programas de Educación para Adultos, Programas de Educación después de Clases, Programas de Educación Profesional Agrícola, Centro de Educación para nativos americanos y Evaluaciones de Programas de educación temprana, Programas de Ayuda categórica consolidada, Programas de Educación Técnica y Técnica Profesional, Programas de Capacitación Técnica y Técnica Profesional, Programas de Desarrollo Infantil y de Cuidado Infantil , Programas de Nutrición Infantil, Servicios para Jóvenes de Crianza y Sin Hogar, Programas de Educación para Migrantes, Programas (Títulos I a VII) de la Ley de Éxito para Todos los Estudiantes/ Ningún Niño Dejado Atrás (2001), incluyendo mejoramiento académico, educación compensatoria, competencia limitada en inglés y educación sobre migración, Centros y Programas Ocupacionales Regionales, Programas de Educación Especial, Preescolar Estatal, Educación Bilingüe, Ayuda para Impacto Económico y Educación para la Prevención del Uso del Tabaco.
- (3) Una queja también puede ser presentada alegando que un alumno inscrito en una escuela pública fue obligado a pagar una cuota alumno por participar en una actividad educativa como estos términos la definen a continuación.

- a. "La actividad educativa" significa una actividad ofrecida por una escuela, distrito escolar, escuela chárter u oficina de educación del condado, lo que constituye una parte fundamental integral de la educación primaria y secundaria, incluyendo, pero no limitado a, actividades curriculares y extracurriculares.
- b. "Cuota por alumno" significa una cuota, depósito u otra carga impuesta a los alumnos, o los padres o tutores del alumno, en violación de la Sección 49011 del Código de Educación y la Sección 5 del Artículo IX de la Constitución de California, que requieren que las actividades educativas sean gratuitas para todos los alumnos sin tener en cuenta la capacidad o voluntad de sus familias para pagar los honorarios o solicitar dispensas especiales, según lo previsto en *Hartzell v. Connell* (1984) 35 Cal.3d 899. Un cargo por alumno incluye, pero no se limita a, todos los siguientes:
 - i. Un cargo realizado a un alumno como condición para inscribirse en la escuela o clases, o como condición para su participación en una clase o una actividad extracurricular, independientemente de si la clase o actividad es optativa u obligatoria, o si es para recibir créditos.
 - ii. Un depósito de garantía, u otro pago, que un alumno deba hacer para obtener acceso a un casillero, candado, libros, aparatos de clase, instrumento musical, uniformes u otros materiales o equipo.
 - iii. Una compra que un alumno deba realizar para obtener materiales, suministros, equipos o uniformes asociados con una actividad educativa.
- c. Las quejas por cobros a alumnos se pueden presentar de forma anónima si la denuncia incluye evidencia o información que apoye una queja de incumplimiento de las leyes relacionadas con las tasas de los alumnos.
- d. Si la Escuela Chárter encuentra mérito en una queja por cobro a un alumno, la Escuela Chárter deberá proporcionar un remedio para todos los alumnos afectados, padres y tutores que, en su caso, incluyendo los esfuerzos razonables por la Escuela Chárter para garantizar el reembolso total a todos los alumnos afectados, padres, y tutores, sujeto a los procedimientos establecidos mediante reglamentos adoptados por la junta estatal.
- e. Nada en esta sección se interpretará como una prohibición a la solicitud de donaciones voluntarias de fondos o bienes, la participación voluntaria en actividades de recaudación de fondos, o que los distritos escolares, escuelas u otras entidades proporcionen a los alumnos premios u otros reconocimientos por participar voluntariamente en actividades de recaudación de fondos.

- (4) Las quejas por incumplimiento de los requisitos que rigen por medio de la Fórmula de Control de Financiamiento Local o Secciones 47606.5 y 47607.3 del Código de Educación, según sea el caso.
- (5) Las quejas por el incumplimiento de los requisitos de la Sección 222 del Código de Educación con respecto a los derechos de los alumnos en período de lactancia en un campus de la escuela. Si la Escuela Chárter encuentra mérito en una queja, o si el Superintendente encuentra mérito en una apelación, el Escuela Chárter proporcionará un remedio a la estudiante afectada.

La Escuela Chárter reconoce y respeta los derechos de privacidad de cada individuo. Las quejas de discriminación serán investigadas de manera que se pueda proteger la confidencialidad de las partes y la integridad del proceso. Esto incluye mantener la identidad del demandante confidencial, según proceda y salvo en la medida necesaria para llevar a cabo la investigación o procedimientos, según lo determinado por el Director Ejecutivo o la persona designada sobre una base de caso por caso.

La Escuela Chárter prohíbe cualquier forma de venganza contra cualquier demandante en el proceso de quejas, incluyendo pero no limitado a la presentación de un demandante de una queja o la denuncia de casos de discriminación. Tal participación no afectará de ninguna manera el estado, calificaciones o asignaciones de trabajo de quien presente la queja.

Oficiales de cumplimiento

El Consejo administrativo de la Escuela Chárter designa al siguiente oficial de cumplimiento para recibir e investigar quejas y asegurar que la Escuela Chárter cumpla con la ley:

Director de la escuela (también conocido como Director ejecutivo): Devin Krugman
3400 Malcolm Avenue, Oakland, CA 94605
Teléfono: 510-577-9557

El Director ejecutivo o su designado deberá asegurar que los empleados designados para investigar quejas conozcan las leyes y programas de los que son responsables. Los empleados designados pueden tener acceso a un abogado según lo determinado por el Director ejecutivo o su designado.

Si se presenta una queja contra el Director Ejecutivo, el oficial de cumplimiento para ese caso será el Presidente de la Junta Directiva de la Escuela Chárter.

Notificaciones

El Director ejecutivo o su designado, enviará anualmente una notificación por escrito del Procedimiento Uniforme de Quejas de la Escuela Chárter a los estudiantes, empleados, padres/tutores, el Consejo administrativo, los funcionarios apropiados privadas o representantes y otras partes interesadas.

El Director ejecutivo o su designado deberán distribuir ejemplares del Procedimiento Uniforme de Quejas de la Escuela Chárter de forma gratuita. La notificación anual será en inglés, y cuando sea necesario, en el idioma principal, si quince (15) por ciento o más de los alumnos matriculados en la Escuela Chárter hablan un único idioma principal que no sea inglés.

La notificación deberá:

1. Identificar a la persona, cargo o unidad responsable de recibir quejas.
2. Informar al demandante de cualquier medida de derecho civil que pueda estar disponibles para él/ella bajo las leyes de discriminación estatales o federales, según corresponda.
3. Informar al demandante sobre el proceso de apelación de conformidad con la Sección 262.3 del Código de Educación, incluyendo el derecho del demandante a presentar la queja directamente en el Departamento de Educación de California (CDE) o presentar recursos ante los tribunales civiles u otras agencias públicas.
4. Incluir declaraciones que indiquen que:
 - a. La Escuela Chárter es el principal responsable del cumplimiento de las leyes y reglamentos estatales y federales;
 - b. La revisión de la queja deberá completarse dentro de los 60 días naturales a partir de la fecha de recepción de la queja a menos que el demandante acuerde por escrito una extensión de tiempo;
 - c. Se debe presentar una queja de discriminación ilegal dentro de los seis meses siguientes a la fecha en que se produzca la supuesta discriminación, o seis meses desde la fecha en que el demandante tenga conocimiento de los hechos de la supuesta discriminación;
 - d. El demandante tiene derecho a apelar la decisión de la Escuela Chárter al CDE presentando una apelación por escrito dentro de los 15 días posteriores a recibir la decisión de la Escuela Chárter; y
 - e. La apelación al CDE debe incluir una copia de la denuncia presentada ante la Escuela Chárter y una copia de la decisión de ésta.

Procedimiento Uniforme de Quejas

Se pueden utilizar los siguientes procedimientos para tratar todas las quejas que indiquen que la Escuela Chárter ha violado las leyes o reglamentos federales o estatales que gobiernan los programas

educativos. Los oficiales de cumplimiento mantendrán un registro de cada queja y las acciones subsiguientes.

Todas las partes involucradas en las acusaciones serán notificadas cuando se presente una queja, cuando esté prevista una reunión de queja o audiencia, y cuando se tome una decisión o fallo.

- Paso 1: Presentación de una queja

Cualquier individuo, agencia pública u organización puede presentar una queja por escrito alegando el incumplimiento por parte de la Escuela Chárter.

Una queja que alega la discriminación, acoso, intimidación o agresión ilegal debe iniciarse a más tardar seis (6) meses después de la fecha en que ocurrió la supuesta discriminación, o seis meses a partir de la fecha en que el demandante tomó conocimiento de los hechos de la supuesta discriminación, acoso, intimidación o agresión ilegal. Una queja puede ser presentada por una persona que considera haber sufrido personalmente discriminación, acoso, intimidación o agresión ilegal o por una persona que considere que un individuo o un grupo específico de individuos han estado sujetos a la discriminación, acoso, intimidación o agresión ilegal.

Una queja de honorarios estudiantiles deberá ser presentada a más tardar un (1) año a partir de la fecha en que ocurrió la presunta violación.

La queja será presentada al Oficial de Cumplimiento, quien deberá mantener un registro de las quejas recibidas, proporcionando a cada uno un número de código y sello con la fecha.

Si el demandante no puede presentar una queja por escrito debido a condiciones tales como una discapacidad o analfabetismo, el personal de la Escuela Chárter deberá colaborar con en la presentación de la demanda.

- Paso 2: Mediación

Al cabo de tres días de recibir la queja, el oficial de cumplimiento puede discutir informalmente con el demandante la posibilidad de usar la mediación. Si el demandante acepta la mediación, el oficial de cumplimiento hará los arreglos necesarios para este proceso.

Antes de iniciar la mediación por una queja de discriminación, acoso, intimidación o agresión ilegal, el oficial de cumplimiento se asegurará de que todas las partes estén de acuerdo en que el mediador conozca la información confidencial relacionada.

Si el proceso de mediación no resuelve el problema dentro de los parámetros de la ley, el oficial de cumplimiento procederá con su investigación de la queja.

El uso de mediación no extenderá el tiempo de la Escuela Chárter para investigar y resolver la queja a menos que el demandante acepte por escrito a una extensión de tiempo.

- Paso 3: Investigación de la queja

Se anima al Oficial de cumplimiento a realizar una junta de investigación dentro de los cinco días de haber recibido la queja o de un intento infructuoso por mediar la queja. Esta reunión proporcionará una oportunidad para el demandante y/o su representante para repetir la queja oralmente.

El demandante y/o su representante tendrán la oportunidad de presentar la queja y evidencia o información que genere la evidencia para apoyar las acusaciones de la queja.

La negativa del demandante para proporcionar al investigador de la Escuela Chárter los documentos u otra evidencia relacionada a las acusaciones de la queja, o la negativa a cooperar en la investigación o su participación, o cualquier otra obstrucción de la investigación, puede dar lugar a la desestimación de la queja debido a la falta de evidencia para apoyar la acusación.

La negativa de la Escuela Chárter para proporcionar al investigador acceso a los registros y/o cualquier otra información relacionada con la queja, o su omisión o negativa a cooperar en la investigación o su participación en cualquier otra obstrucción hacia la investigación, puede resultar en una indicación, con base en las pruebas recogidas, de que se haya producido una violación y pueda dar lugar a la imposición de un remedio a favor del demandante.

- Paso 4: Respuesta:

A menos que sea escrito en un acuerdo con el demandante, al oficial de cumplimiento preparará y enviará al demandante un informe escrito de la investigación y de la decisión de la Escuela Chárter, tal como se describe en el Paso # 5 enseguida, dentro de los 60 días siguientes a la recepción de la queja por parte de la Escuela Chárter.

- Paso 5: Decisión Final por Escrito

La decisión de la Escuela Chárter deberá ser por escrito y enviada al demandante. La decisión de la Escuela Chárter deberá ser escrita en inglés y en el idioma del demandante cuando sea posible o según lo requerido por la ley.

La decisión incluirá:

1. La determinación de los hechos con base en las pruebas reunidas.

2. La conclusión de la ley.
3. Disposición de la queja.
4. Justificación de tal disposición.
5. Las acciones correctivas, si acaso están garantizados.
6. Notificación del derecho del demandante a apelar la decisión de la Escuela Chárter dentro de los quince (15) días al CDE y los procedimientos a seguir para iniciar tal apelación.
7. Para quejas de discriminación derivadas de la ley del estado, observe que el demandante debe esperar hasta que hayan pasado 60 días desde la presentación de una apelación con el CDE antes de buscar remedios de la ley civil.
8. Para quejas de discriminación derivadas de la ley federal tal queja se puede hacer en cualquier momento en el Departamento de Educación de EE.UU., Oficina de Derechos Civiles.

Si un empleado es disciplinado como resultado de la queja, la decisión simplemente indicará que se tomó acción efectiva y que el empleado fue informado de las expectativas de la Escuela Chárter. El informe no dará más información en cuanto a la naturaleza de la acción disciplinaria.

Apelaciones al Departamento de Educación de California

Si no está satisfecho con la decisión de la Escuela Chárter, el demandante puede apelar por escrito al CDE dentro de los quince (15) días de haber recibido la decisión de la Escuela Chárter. Al apelar al CDE, el demandante debe especificar la base para la apelación de la decisión y si los hechos son incorrectos y/o si la ley ha sido mal aplicada. El escrito deberá ir acompañado de una copia de la queja presentada localmente y una copia de la decisión de la Escuela Chárter.

Tras la notificación por el CDE el demandante de haber apelado la decisión de la Escuela Chárter, el Director Ejecutivo o su designado deberá remitir los siguientes documentos al CDE:

1. Una copia de la queja original.
2. Una copia de la decisión.
3. Un resumen de la naturaleza y el alcance de la investigación llevada a cabo por la Escuela Chárter, si no está cubierto dentro de la decisión.

4. Una copia del expediente de la investigación, incluyendo, pero no limitado a todas las notas, entrevistas y documentos presentados por todas las partes y recabadas por el investigador.
5. Un informe de cualquier acción tomada para resolver la queja.
6. Una copia del procedimiento de quejas de la Escuela Chárter.
7. Otra información relevante solicitada por el CDE.

El CDE puede intervenir directamente en la queja sin esperar acción por la Escuela Chárter cuando una de las condiciones que figuran en el Título 5, Código de Regulaciones de California, Sección 4650 exista, incluyendo los casos en los que la Escuela Chárter no ha tomado acción dentro de los 60 días de la fecha en que la petición fue presentada a la Escuela Chárter.

Remedios de la Ley Civil

Un demandante puede buscar remedios de la ley civil fuera de los procedimientos de quejas de la Escuela Chárter. Los demandantes pueden buscar ayuda de centros de mediación o abogados de interés público/privado. Los remedios de la ley civil que pueden ser impuestos por una corte incluyen, pero no están limitados a, mandatos y órdenes de restricción. Sin embargo, para quejas de discriminación derivadas de la ley del estado, el demandante debe esperar hasta que hayan pasado 60 días desde la presentación de una apelación con el CDE antes de buscar remedios de la ley civil. La moratoria no se aplica a una medida cautelar y es aplicable sólo si la Escuela Chárter ha informado apropiadamente, y de manera oportuna al demandante de su derecho a presentar una queja de acuerdo con 5 CCR 4622.

ADMINISTRACIÓN

Inscripción

La inscripción en EBIA se rige por las normas de las escuelas chárter establecidas en el Código del Departamento de Educación de California para Escuelas Chárter y nuestra propia Escuela Chárter.

Admisión

La Escuela Chárter deberá admitir a todos los alumnos que deseen asistir a la Escuela Chárter. No existe una prueba o evaluación que se deba aplicar a los alumnos antes de su aceptación e inscripción en la Escuela Chárter. EBIA cumple con la edad mínima y máxima para la asistencia a la escuela pública en las Escuelas Chárter.

Las solicitudes serán aceptadas durante un período de inscripción abierto anunciado públicamente cada año para la inscripción al siguiente año escolar. En caso de que haya más solicitudes para un cierto grado, que el número de vacantes disponibles para ese grado, EBIA llevará a cabo un sorteo público al azar para determinar la admisión para el nivel afectado, con la excepción de los estudiantes existentes, a quienes se les garantiza la admisión en el siguiente año escolar. Las preferencias de ingreso en el caso de un sorteo público serán entregadas a los estudiantes en el orden siguiente:

1. Los hermanos de los estudiantes matriculados
2. Los residentes del Distrito
3. Otros postulantes.

Al concluir el sorteo público, todos los estudiantes que no reciban el ingreso a causa de la capacidad, tendrán la opción de poner su nombre en una lista de espera de acuerdo a su resultado en el sorteo. Todas las directrices relativas a la inscripción y el sorteo público se disponen en su totalidad en la Chárter EBIA.

Registro:

Una vez que un niño haya solicitado y entrar y sea aceptado por EBIA, queda inscrito formalmente. Al momento de la inscripción, debe seguir el Proceso de inscripción.

Proceso de Inscripción:

El proceso de inscripción es:

- Llenado de los formularios de inscripción de los estudiantes
- Acuse de recibo del Manual

- Prueba de inmunización
- Encuesta del idioma del hogar
- Divulgación de registros
- Prueba de requisitos de edad mínima, por ejemplo, certificado de nacimiento

Por favor informe a la oficina, si alguna información de registro cambia. Es esencial que tengamos la información precisa con respecto a su dirección, número de teléfono de casa, números de teléfonos durante el día y números de contacto de emergencia.

Retiro de la escuela

Por favor notifique al personal de oficina al menos una semana con antelación, si su hijo se retirará de la escuela. Si es posible, proporcione su dirección de reenvío, y el nombre y la dirección de la escuela a la que su hijo va a asistir. Los registros del estudiante serán remitidos a la recepción de la solicitud de la nueva escuela. Toda la propiedad escolar debe ser devuelta antes de retirarse.

Llamar por teléfono

En general, los teléfonos de la escuela son para uso comercial y para uso educativo o de emergencias de los estudiantes. Solo los mensajes urgentes serán entregados a su hijo. Por favor, atienda los asuntos personales, tales como paseos, etc., antes de la escuela.

Visitantes

Los visitantes son bienvenidos. Por favor llame con antelación para fijar un momento adecuado para visitar y para asegurar que la clase que desea visitar estará disponible. Tenga en cuenta que los padres u otros voluntarios autorizados deben registrar su entrada y salida en la oficina y usar un pase de visitante. Estos procedimientos están diseñados para proteger a nuestros hijos de personas no autorizadas y para documentar las horas de trabajo voluntario.

Todos los visitantes deben registrarse en la oficina principal y recibir un pase de visitante. Cualquier persona que irrumpa en un sitio de la escuela o no siga las reglas y/o procedimientos escolares está sujeta a la remoción de la escuela y pueden restringírsele las visitas a la escuela.

Avisos y anuncios

El boletín EBIA es un medio regular de intercambio de noticias de la escuela donde se publica el calendario escolar, se emiten recordatorios, y se agradece a los voluntarios y colaboradores. Si usted tiene un artículo que desea incluir en el boletín de noticias, por favor, envíelo al personal para su

aprobación e inclusión en el boletín. Si desea que el boletín sea enviado por correo electrónico, envíe un correo electrónico a: info@eastbayia.org.

Los boletines están disponibles en nuestro sitio web: www.eastbayia.org, así como otra información útil.

Hallazgo de educación especial/infantil

Tenemos la firme creencia de que todos los estudiantes pueden aprender y deben recibir garantía de igualdad de oportunidades para convertirse en miembros contribuyentes del ambiente académico y la sociedad. La Escuela otorga instrucción de educación especial y servicios relacionados de acuerdo con la Ley de Mejoramiento de la Educación para Personas con Discapacidades (IDEIA), los requisitos del Código de Educación y las políticas y procedimientos aplicables de SELPA El Dorado. Estos servicios están disponibles para los estudiantes de educación especial matriculados en la Escuela. Ofrecemos programas y servicios educativos de alta calidad para todos nuestros estudiantes de acuerdo con las necesidades evaluadas de cada estudiante. La Escuela colabora con los padres, el estudiante, los profesores y otras agencias, según se pueda requerir, con el fin de servir adecuadamente a las necesidades educativas de cada estudiante.

Sección 504

La Escuela reconoce su responsabilidad legal de garantizar que ninguna persona calificada con discapacidad sea excluida de la participación, se le nieguen los beneficios o sea sometida a discriminación bajo cualquier programa de la Escuela. Cualquier estudiante que tenga una discapacidad objetivamente identificada que limita sustancialmente una actividad importante de la vida, incluyendo, pero no limitado a aprender, es elegible para ajustes por la Escuela. El padre de cualquier estudiante que parezca necesitar o calificar para ajustes bajo la Sección 504 puede hacer una remisión para una evaluación al Director ejecutivo. Una copia de las políticas y procedimientos de la Sección 504 de la Escuela se encuentra disponible a petición en la escuela de su hijo.



ENROLL OAKLAND CHARTERS

INTENT TO PARTICIPATE SY 2017-18 COMMON APPLICATION AND INSIGHTS/EXPECTATIONS FOR SY 2018-19

School Name (or CMO, if applicable): _____

Your Name: _____ Title: _____

This Letter of Intent conveys meaningful interest to participate in the SY 2017-18 EOC Common Application for enrollments for the SY 2018-19 but is NOT a legally-binding document and does not obligate you or your organization to participate in any future initiatives.

Given that:

- The previously fragmented system of enrollment was difficult for families to navigate, and was especially challenging for the most disadvantaged families; and
- Our school or CMO wishes to make the public school enrollment process as easy as possible for all Oakland families; and
- A collaborative charter-sector enrollment system has benefits for our school or CMO

We are interested in continuing our participation/participating in a city-wide charter enrollment system, which would include the following elements for enrollments for SY 2018-19:

- A common application and timeline;
 - Draft SY 2017-18 Timeline:
 - October 15, 2017 - Finalize lottery preferences
 - November 1, 2017 - Round 1 application launch
 - January 2018 - Lottery verification
 - February 16, 2018 - Round 1 applications due
 - March 6 - 9, 2018 - Schools run lotteries and notify families of results
 - March 30, 2018 - Parent due date to accept or decline Round 1 lottery offers
 - 2019-20 TBD based on input from the EOC Council and Steering Committee
- Data sharing about applications, enrollments, transfers, waitlists, and accepted offers; and
 - Including CBEDS data to report on the full enrollment cycle, subgroups, and mimic OUSD Strategic Regional Analysis (SRA) . OUSD 2016-17 SRA: <http://www.ousddata.org/strategic-regional-analysis.html>
- Joint marketing and outreach activities.

I understand that this will mean:

- My school will be fully supported by the Enroll Oakland Charters (EOC) team, including training and development of school staff, standard operating procedures, communication templates and best practices, direct support provided to families, and school and sector-level data analysis and information sharing including real-time visibility to my school's applicants.
 - To provide this service, EOC will require access to school level SchoolMInt instances. You can review the 2016-17 agreement here: https://docs.google.com/document/d/1OU-ogDRt7xs90mx7uczMXBzAmwgFPkjuuLwjEy_R5Y/edit
- All applicants to my school must submit an EOC application. My school will not create or distribute a school-specific application for any grades my school serves.
- My school will work with EOC to provide information in a timely fashion for the school choice collateral.
- My school will use the EOC-provided tools and protocols for running lotteries, waitlist management, collecting verification documentation, and communicating offers to families across all grades my school serves. If the tools provided by EOC cannot accommodate specific lottery configurations, EOC will collaborate with the software vendor and school to determine a workable solution.
- My school will not require verification documentation before running a lottery for any grades my school serves.
- My school will work with EOC to assess the feasibility of an Accept One Offer system as well as a common registration process for 2018-19 and/or 2019-20 school year.
- My school will publicly post a link to the EOC application, common application verbiage, and lottery date(s) on the school's website.
- My school will receive summary information about applications and accepted offers at other participating charter schools, which my school can use to predict and manage our roster.
- My school will participate in EOC community outreach activities, for example: city-wide charter school options fairs, regional transition grade fairs, and targeted events with community based organizations.
- My school will participate in EOC training sessions, for example: EOC year 2 kickoff (September), operations training (October, January, March).
- My school understands EOC collaborates with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards an citywide application system.
- While EOC will pay for the application, communication, lottery, and waitlist software licensing for the enrollment process corresponding to the 2018/19 school year, my school will be responsible for paying software costs for the enrollment process corresponding to the 2019/20 school year. (estimated cost \$3500 per school)

Representative for EOC Enrollment Council:

*Each participating school or CMO may have one member on the EOC Enrollment Council. Ideally, Council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their school.*

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Lottery Configuration Signatory:

*A person with **decision-making authority** at your school will be required to review and approve final lottery preferences, weightings, and quotas prior to the launch of the Round 1 application. For a CMO, list who will identify this individual at each school.*

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Operations contact(s) for my school/CMO:

Your school may have as many operations contacts as needed. Operations contacts are people at your school who deal with applications and enrollment on a regular basis and need to be "in-the-know" with regards to EOC and SchoolMint updates. Please identify the lead operations contact for enrollment and EOC can work with them to keep all school level operations contacts in the loop.

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Signatory must have decision making authority for your school and/or CMO

Signature: _____ Print Name: _____

Date: _____

USE AGREEMENT

THIS USE AGREEMENT made this 25th day of July, 2017, is between GOLDEN GATE ACADEMY, an entity held by the NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY, a California non-profit religious corporation, hereinafter called "Licensor", and EAST BAY INNOVATION ACADEMY, a 501(c)(3) tax-exempt organization, hereinafter called "Licensee". Licensor hereby grants to Licensee the use of a portion of their facility, located at 3800 Mountain Blvd., Oakland, CA 94619-1630, upon the following terms and conditions:

I. RECITALS

Licensor is the sole owner of the premises described below herein, and agrees to grant and license the use of the premises to a suitable Licensee for the purpose for which it is intended.

Licensee agrees to use the premises as a place of conducting an educational program.

Licensee agrees to conduct itself in compliance with all known local, state and federal laws governing all aspects of Licensee's business operations including, but not limited to regulations for worker's health and safety, hazardous material use, manufacturing processes, and product sales.

As of the date of this agreement, the premises herein have not been inspected by a Certified Access Specialist.

The parties agree to enter into this Agreement defining their rights, duties and liabilities relating to the premises.

II. TERM

The term of this Agreement shall commence on the 14th day of August, 2017, and terminate on the 31st day of July, 2018. Either party may terminate this Agreement with thirty (30) days written notice to the other party. This provision will allow either party to shorten the term of this Agreement, but shall not be used to extend the length of the term of this Agreement. No part of this provision is meant to alter the terms of this Agreement under Articles XII and XIII that deal with the remedies of the parties in case of breach or default.

III. USE COST

Licensee agrees to pay real property taxes and current year installments of assessments which encumber the premises, if any, which occur as a result of Licensee's activities and use of the property, and further agrees to purchase and maintain liability and comprehensive insurance coverage for the premises. The specific requirements as to these elements of additional use costs are delineated in Article IX.

The Licensee shall pay to the Licensor in legal tender at the address specified herein, or furnished pursuant hereto, during the term of this Agreement, a sum of Fourteen Thousand Three Hundred Ninety-one Dollars (\$14,391.00) per month payable as arranged with the Licensor.

Any alterations, additions, changes, or modifications to said building or property, shall be with the express written consent of the Licensor and at the expense of the Licensee. In the event of any additions, alterations, changes or modifications all specifications and adjustments to use cost shall be mutually agreed upon by both parties.

IV. USE OF PREMISES

The premises shall be used as a place of conducting an educational program and for other purposes related thereto. The specific use of the premises (approximately 18,859 sq. ft.) shall be listed as follows:

- A. OPERATIONAL HOURS are Monday through Friday, 7:00 a.m. – 6:00 p.m. The gymnasium is only available for use Monday through Friday until 5:00 p.m. Gate to be opened at 7:00 a.m. and locked by 6:00 p.m. All Licensee's staff will be off premises by 6:00 p.m. unless Licensor is notified.
- B. Licensee may use the school buildings listed in Exhibit A attached hereto, and which shall be incorporated as if fully set forth herein. Licensee may use the school campus in conjunction and cooperation with Licensor and other authorized users of the premises whose use may overlap with Licensee's use of the premises. Licensor agrees to provide Licensee with at least thirty (30) days written notice of any use of the premises by any other authorized user during the operational hours, and Licensee agrees to provide Licensor with a schedule of expected use of the premises during the term of this Agreement and at least thirty (30) days written notice of any changes to the use of the premises.

- C. Licensee shall use existing equipment located in classrooms including but not limited to, desks, chairs, blackboard, and the like. Licensee is responsible for providing other required equipment as needed. Licensee and Licensor shall work together to coordinate sharing of equipment on the premises.
- D. Licensee may use the premises for ten (10) evening or Sunday events subject to Licensor's consent and at least thirty (30) days written notice. Current rental rates will be charged for any additional evening or Sunday events.
- E. Licensor shall provide janitorial services maintaining clean classrooms and office as necessary.

V. PROHIBITED USES

Licensee shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

- A. Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises or the building;
- C. Obstructs or interferes with the rights of other parties or occupants of the building or injures or annoys them; or
- D. Constitutes the commission of waste on the premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

VI. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

No portion of the building or property shall be altered by Licensee without the prior written consent of the Licensor. Any alterations, additions or improvements so approved shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or the premises or change the purposes for which the building, or any part thereof, may be used. Where alterations, additions, or improvements are agreed to by the Licensor, Licensee agrees to file all plans and specifications with and receive approval from all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. All such improvements, alterations, or additions shall be at the expense of the Licensee unless otherwise agreed to in writing and shall become part of the demised premises and the sole property of the Licensor, except that all moveable trade fixtures installed by the Licensee shall be and remain the property of the Licensee.

VII. MAINTENANCE AND REPAIRS

Licensee shall use all reasonable precaution to prevent waste, damage, or injury to the demised building and property. In the event of damage, waste or injury to said property by Licensee, Licensee shall, at its own cost and expense, repair, replace, or restore to a good, safe and substantial condition the building, property and any improvements, additions, and alterations thereto.

The Licensee covenants to maintain the premises clean and in good order, free from waste materials or rubbish caused by or resulting from his business.

The Licensor agrees to be responsible for structural damage to the premises caused by natural events (i.e. earthquake, windstorm, etc.), except as is covered by insurance. Licensor also covenants to keep the lawns, trees, vines, bushes and hedges of the demised premises cut, watered and trimmed, during the term of this Agreement.

VIII. ENVIRONMENTAL COMPLIANCE

Licensee shall conduct all of its activities on the Property in compliance with, and shall not cause or permit the Property to be in violation, as a result of Licensee or its agents' activities, of any federal, state or local laws, statutes, ordinances, orders, guidelines, rules or regulations relating to health and safety, industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, air, soil and ground water conditions. Licensee hereby covenants and agrees that neither it nor any agent, servant, or employee, shall use, generate, manufacture, handle, store, treat, discharge, release, bury or dispose of on, under or about the Property, or transport to or from the Property, any Hazardous Substance. Without limiting the generality of the foregoing, provisions of this subsection, Licensee agrees

at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors, subcontractors and any other persons associated with Licensee's use of the athletic field occupying or present on the Property to so comply with, all federal, state and local laws, statutes, ordinances, orders, guidelines, rules and regulations applicable to underground storage tanks or to the use, generation, manufacture, handling, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance now or hereafter located or present on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance. Licensor shall bear all costs associated with such compliance required for remedial or removal action taken in response to any Hazardous Substance which is located or present on, under or about the Property, or which is the result of any action taken by Licensor.

If the presence, release, threat of release, placement on, under or about the Property, or the use, generation, manufacture, storage, treatment, discharge, release, burial or disposal on, under or about the Property, or transportation to or from the Property, of any Hazardous Substance caused by Licensee or its agents: (i) gives rise to liability, costs or damages (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the State Toxic Substances Laws, or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decision of a state or federal court, (ii) causes or threatens to cause a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Licensee shall promptly take any and all response, remedial and removal action necessary to clean up the Property and any other affected property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law or by any governmental entity. Licensee shall comply with all federal, state or local laws, ordinances and regulations relating to any such response, remedial or removal action, caused by Licensee.

Licensee shall indemnify, defend with counsel selected by Licensor, protect and hold harmless Licensor, its directors, officers, employees, agents, assigns and any successor or successors to Licensor's interest under the Agreement from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys', engineers', consultants' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property used by Licensee or its agents, or any indemnified party at any time directly or indirectly arising from or attributable to (i) any breach by Licensee of any of its agreements, warranties or representations set forth in this Agreement, or (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Property, undertaken by the Licensee or its agents, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of Licensor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Licensor from any liability pursuant to such section.

Licensee shall promptly give Licensor (i) a copy of any notice, correspondence or information it receives from any federal, state or other government authority regarding Hazardous Substances on, under or about the Property or Hazardous Substances which affect or may affect the Property, or regarding any actions instituted, completed or threatened by any such governmental authority concerning Hazardous Substances which affect or may affect the Property, (ii) written notice of any knowledge or information Licensee obtains regarding Hazardous Substances on, under or about the Property or expenses or losses incurred or expected to be incurred by Licensee, third party or any government agency to study, assess, contain or remove any Hazardous Substances on, under, about or near the Property for which expense or loss Licensee may be liable or for which a lien may be imposed on the Property, (iii) written notice of any knowledge or information Licensee obtains regarding the release or discovery of Hazardous Substances on, under or about the Property or on other sites owned, occupied or operated by Licensee or by any person for whose conduct Licensor is or may be responsible, or whose liability may result in a lien on or otherwise affect the Property, (iv) written notice of all claims made or threatened by any third party against Licensee or the property relating to damage, contribution, cost recovery compensation, loss of injury resulting from any Hazardous Substance, and (v) written notice of Licensee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property to be classified as "border-zone property" under the provisions of California Health and Safety Code Sections 25220 et

seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any of the statutes cited in herein of this Agreement or any regulation adopted pursuant thereto.

Without Licensor's prior written consent, which shall not be unreasonably withheld or delayed, Licensee shall not take any remedial action in response to the presence of any Hazardous Substance on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims referred to in this Agreement, which remedial action, settlement, consent or compromise might, in Licensor's reasonable judgment, impose a risk of liability on Licensor; provided, however, that Licensor's prior consent shall not be necessary in the event that the presence of any Hazardous Substance on, under or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Licensor's consent before taking such action, provided that in such event Licensee shall notify Licensor as soon as practicable of any action so taken, Licensor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Licensee establishes to the reasonable satisfaction of Licensor that there is no reasonable alternative to such remedial action.

IX. INSURANCE

During the term of this Agreement the Licensee shall obtain and maintain at Licensee's expense the following types and amounts of insurance:

- A. Licensee provides content insurance for property in the building, and any additions and alterations thereto. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- B. Licensee, if applicable, shall provide personal injury and workman's compensation insurance covering injury to Licensee's students, employees and other persons on the Property during the periods of Licensee or its agents' use thereof and hold harmless Licensor from any liabilities therefore. Furthermore, Licensee shall provide a Certificate of Insurance which names the Northern California Conference of Seventh-day Adventists, P.O. Box 23165, Pleasant Hill, CA 94523-0165, as being Certificate Holder and Additionally Insured to cover the limits of at least one million dollars (\$1,000,000.00) bodily injury and property damage combined limits, one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) aggregate.
- C. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.
- D. All insurance, as required by this section, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance shall be delivered to Licensor upon occupation of the premises and on the first of January of each year during the contract period. Licensee agrees to provide Licensor a certificate of compliance or proof of compliance.

X. UNLAWFUL OR DANGEROUS ACTIVITY

Licensee shall not occupy or use all or any part of the premises for any unlawful, disreputable or ultra-hazardous business purpose or activity, nor operate or conduct its business in a manner which is found by a court of competent jurisdiction to be a "nuisance". A violation of this article shall constitute a breach of this Agreement.

XI. INDEMNITY

The Licensee shall indemnify the Licensor against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensee or its agents. Said indemnification is limited to injury or damage attributable to Licensee or its agents' use of the premises.

XII. DEFAULT AND BREACH

Any one of the following events shall constitute a default of this Agreement by Licensee;

- A. Voluntary or involuntary bankruptcy on the part of the Licensee;
- B. Failure by Licensee to pay the use cost when said use cost shall become due, and the Licensee shall not make payment within thirty (30) days after written notice thereof by the Licensor to the Licensee;
- C. Failure of the Licensee to perform or comply with any of the conditions of this Agreement and if the nonperformance or noncompliance shall continue for a period of thirty (30) days after written notice thereof by the Licensor to the Licensee; and
- D. the Premises by the Licensee.

This section shall not be construed as a limitation on Licensor to declare a default.

XIII. REMEDIES ON DEFAULT

In the event of default by Licensee on any of the following, the rights of the Licensor shall be, in addition to other statutory, common law, and case law rights;

- A. The Licensor shall have the right to cancel and terminate this Agreement;
- B. The Licensor shall, upon default, acquire full access and title to equipment and inventory up to an amount evaluated to be equal to the Licensee's obligations to the Licensor;
- C. The Licensor may elect, but shall not be obligated, to make any payment required of Licensee herein or comply with any agreement, term, or condition required hereby to be performed by the Licensee, and the Licensor shall then have the right to enter the Premises for the purposes of correcting any such default, but any expenditure for the correction by the Licensor shall not be deemed to waive or release the default of the Licensee or the right of the Licensor to take any action as may be otherwise permissible hereunder in the case of any default;
- D. The Licensor may reenter the Premises immediately and remove the property and personnel of the Licensee and store the property in a public warehouse or at a place selected by the Licensor at the expense of the Licensee. On termination, the Licensor may recover from the Licensee all damages resulting from the breach, including the cost of reasonable attorney's fees; and
- E. After reentry, the Licensor may relet the premises or any part thereof for any term and may make alterations and repairs to the premises at the Licensees expense.

XIV. ACCESS TO PREMISES

The Licensor shall have unlimited access to the demised premises during the duration of this Agreement. The Licensee shall permit the Licensor or its agents to enter the Premises at all reasonable hours to inspect the premises or make repairs that the Licensee may neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the premises to prospective Licensees.

XV. REPRESENTATIONS BY LICENSOR

Licensee has had adequate time and opportunity to inspect the premises herein described. Having taken the time to inspect the same the Licensee accepts the buildings and improvements and any equipment as is. Except as agreed to in writing and attached hereto, the Licensee agrees that no representations, statements, or warranties expressed or implied, have been made by or on behalf of the Licensor in respect thereto, and the Licensor shall in no event be liable for any latent defects, unless such defects make the Premises unable to be occupied.

XVI. ASSIGNMENT, MORTGAGE, OR LEASE

Neither the Licensee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Agreement in whole or in part. Neither the Licensee nor its successors or assigns shall attempt to sublet the Premises, or permit the said premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law without the prior consent in writing of the Licensor and Licensor may refuse such consent for any reason. If this Agreement is assigned or transferred, or if all or any part of the Premises is occupied by anyone other than the Licensee, without prior consent of the Licensor in writing, the Licensor may, after default

by the Licensee collect use cost from the assignee, transferee, or occupant, and apply the net amount collected to the use cost reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof. The Licensee shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and shall not be released from the performance of the terms and conditions hereof.

XVII. SURRENDER OF PREMISES

The Licensee shall, on the last day of the term of this Agreement, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the Licensor, free of all encumbrances caused by Licensee or its agents, in good condition and repair, ordinary wear and tear excepted, and free of any hazardous materials, "hazardous substances," or "toxic substances" as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Materials transportation Act; the Resource Conservation and Recovery Act and/or the California Health and Safety Code, and in regulations promulgated pursuant thereto. Any property of the Licensee must be removed by the last day of the term (or sooner if an earlier termination has occurred), and if not removed at the termination or default, Licensee shall be liable for double the monthly use cost, prorated to a daily amount, for such time as Licensee's property remains on the premises, up to a maximum of thirty days after which the property shall be deemed abandoned and become the property of Licensor without any payment or offset thereof. In the alternative, Licensor may elect to remove such property from the Premises and store it, all at the risk and expense of Licensee. In any event, Licensor shall take no action with respect to Licensee's personal property which is in contravention of the laws of California.

XVIII. CONDEMNATION

If the whole of the Premises or such portion thereof, as will make the Premises unsuitable for the purpose herein used, is condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession is taken by such public authority and use cost shall be prorated to the date of surrender of possession. Such termination shall be without prejudice to the rights of either Licensor or Licensee to recover compensation from the condemning authority for any loss or damage for such condemnation. Neither the Licensor nor the Licensee shall have any rights in or to any award made to the other by the condemning authority. Licensee agrees to hold Licensor harmless and indemnify Licensor for any condemnation proceeding, whether formal or informal, inverse or otherwise.

XIX. NOTICE

Whenever this Agreement provides that notice, demand, request or other recommendation shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless served by mailing such notice by certified mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to any other address as either party may designate by notice given to the other by certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited or registered at any United States Post Office or any branch office or three (3) days prior to actual receipt, whichever shall be later.

XX. CONSTRUCTION AND INTERPRETATION

In construing this Agreement, the following rules shall apply:

- A. Feminine or neuter pronouns shall be substituted for those masculine in form, and vice versa; and plural shall be substituted for singular and singular for plural in any place in which the text so requires.
- B. The covenants, terms, conditions, provisions, and undertakings in this Agreement or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed; and wherever references is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.
- C. The specified remedies to which the Licensor may resort under the terms of this Agreement are

cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Licensor may be lawfully entitled in case of any breach or threatened by the Licensee by any provision or provisions of this Agreement.

- D. This Agreement contains the entire Agreement between the parties and shall not be modified, altered, amended, or changed, in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. Should a legal action be commenced to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

XXI. CORPORATE AUTHORITY

- A. Any individual signing this Agreement on behalf of the Golden Gate Academy represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Golden Gate Academy and the authority to bind the Golden Gate Academy to the terms of this Agreement as voted in the Golden Gate Academy Reorganization Committee meeting on June 13, 2017.
- B. Any individual signing this Agreement on behalf of the Northern California Conference of Seventh-day Adventists represents and warrants that he or she has the full authority to sign this Agreement and bind the corporation to the terms of this Agreement.
- C. Any individual signing this Agreement on behalf of the Licensee represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Licensee and the authority to bind the Licensee to the terms of this Agreement.

XXII. SIGNATURES

EAST BAY INNOVATION ACADEMY (EBIA)

Executed this 28th day of July, 2017, at Oakland, Alameda County, California.

BY: Rachelle Branning Board Chairman
Licensee East Bay Innovation Academy

GOLDEN GATE ACADEMY

Executed this 27th day of July, 2017, at Oakland, Alameda County, California.

BY: Jeremy Taylor Treasurer
GGA Representative

BY: Erin Conner Ngono Director
GGA Representative

NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS

Executed this _____ day of _____, 2017, at Pleasant Hill, Contra Costa County, California.

BY: _____
NCC of SDA Representative

BY: _____
NCC of SDA Representative

EAST BAY INNOVATION ACADEMY - EXHIBIT A							
Type	Location	Location New	% of Total Sq.ft.	EBIA Usage %	Total Usage	Sq. Ft.	
Classroom	UC-1	B1	1.04%	0.00%	0.00%	345	
Classroom	UC-2	B2	1.66%	0.00%	0.00%	552	
Classroom	UC-3	C1	2.08%	0.00%	0.00%	690	
Classroom	UC-4	C2	2.50%	0.00%	0.00%	828	
Classroom	UC-5	D1	2.08%	0.00%	0.00%	690	
Classroom	UC-6	D2	0.93%	0.00%	0.00%	308	
Classroom	UC-7	D3	2.08%	100.00%	2.10%	690	
Restroom	UCR - 1	C3	0.55%	15.00%	0.10%	184	
Restroom	UCR - 2	B3	0.76%	15.00%	0.10%	253	
Classroom	LC-1	F1	2.50%	0.00%	0.00%	828	
Classroom	LC-2	F2	2.50%	100.00%	2.50%	828	
Classroom	LC-3	G1	2.50%	100.00%	2.50%	828	
Classroom	LC-4	H1	2.50%	100.00%	2.50%	828	
Classroom	LC-5	H2	2.50%	100.00%	2.50%	828	
Classroom	LC-6	H3	2.50%	100.00%	2.50%	828	
Classroom	LC-7	I1	2.50%	100.00%	2.50%	828	
Classroom	LC-8	I2	2.50%	100.00%	2.50%	828	
Restroom	LCR-1	F4	0.69%	100.00%	0.70%	230	
Restroom	LCR-2	G2	0.69%	100.00%	0.70%	230	
Restroom	LCR-3	I3	0.30%	100.00%	0.30%	99	
Restroom	LCR-4	I4	0.30%	100.00%	0.30%	99	
Auditorium	A-1	A1	14.43%	50.00%	7.20%	4786	
Hallway inside Bldg A	H-1		3.51%	50.00%	1.80%	1165	
Office	MO-1	A4	1.04%	100.00%	1.00%	345	EBIA
Office	MO-2	A7	0.59%	0.00%	0.00%	196	COVA
Office	MO-3	A8	0.34%	0.00%	0.00%	112	COVA
Office	MO-4	A5	0.67%	0.00%	0.00%	221	UMCS
Office	MO-5	A6	0.47%	0.00%	0.00%	156	UMCS
Office	MO-6	A9	0.72%	0.00%	0.00%	240	GGA
Office	MO-7	A10	0.36%	0.00%	0.00%	120	UMCS
Office	UCO - 1		0.55%	0.00%	0.00%	183	UMCS
Office	LO-1	F3	0.36%	100.00%	0.40%	120	EBIA
Teachers Lounge	TL-1	A11	2.62%	50.00%	1.30%	870	
Cafeteria	C-1	E3	7.12%	50.00%	3.60%	2360	
Kitchen	K-1	E4	3.80%	50.00%	1.90%	1260	
Gymnasium	G-1	E1	19.56%	50.00%	9.80%	6488	
Multi-use/Maker Space	M-1	E2	3.86%	100.00%	3.90%	1280	
Library	LB	A2	4.34%	100.00%	4.30%	1440	
	TOTAL		100.00%		56.90%	33164	

EAST BAY INNOVATION ACADEMY - EXHIBIT A (continued)

REVISED		Terms	
Monthly Rent	\$24,900	UC	Upper Campus
Usage %	56.90%	LC	Lower Campus
Prorated Rent	\$14,160	A	Auditorium
Annualized	\$169,916	MO	Main Office
Total sqft	18,859	UCO	Upper Campus Office
\$/sqft	\$1.33	H	Hallway
		LO	Lower Office
		TL	Teachers Lounge
		C	Cafeteria
		K	Kitchen
		G	Gymnasium
		MO	Multi-use/Maker Space
		LB	Library

* close to final usage allocation, still working with GGA and Urban Montessori to finalize.

Check Register



East Bay Innovation Academy
July 2017

Grand Total 200,011.27

Vendor	Check Number	Void	Date	Description	Check Amount
Acer	4750		7/6/2017	PO# PO# 062117C; NX.SHEAA.004 - Repair	239.98
CDW Government	4751		7/6/2017	Cust: 12218286; ACER 4GB Chrome & Recycling Fee	12,011.61
CFI	4752		7/6/2017	HP Laserjet Pro Toners /Cartridge	1,168.98
Change Academy Lake of the Ozarks	4753		7/6/2017	Academic/Therapeutic/Room & Board/Medication Mgmt	21,383.46
David Hardin	4754		7/6/2017	Reimb: Headphone for Parent	109.18
Kaiser Foundation Health Plan	4755		7/6/2017	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: August 2017 + Retroactive Dues	15,710.43
Laura Lira	4756		7/6/2017	Reimb: 6/17 Mileage (617mi)	330.10
Marlin Business Bank	4757		7/6/2017	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Office Depot	4758		7/6/2017	Acct# 16610744; Office Supplies	60.07
Tory Pettit	4759		7/6/2017	Reimb: Intersession & Capstone Supplies	56.40
Seneca Family of Agencies	4760		7/6/2017	Svc: Mental Health - 06/01 - 06/30/17	2,250.00
The Phillips Academy	4761		7/6/2017	Tution Expenses & Counselling and Guidance Therapy: May 2017	11,307.00
Michael Zacharia	4762		7/6/2017	Bookkeeping Svc: 06/01 - 06/30/17	1,268.75
Acer	4763		7/12/2017	PO# PO# 667; NX.SHEAA.004 - Repair	1,124.91
Teach Speech	4764		7/12/2017	Teach Speech Hours: June 2017	1,109.07
CDW Government	4765		7/12/2017	Cust: 12218286; ACER 4GB Chrome & Recycling Fee	9,065.27
Comcast	4766		7/12/2017	Acct: 8155 40 039 4380214; High-Speed Internet Svc	106.23
Great American Insurance Goup	4767		7/12/2017	403b Insurance: Ashley Henry & Bonita Herrera	150.00
Law Offices of Young, Minney & Corr, LLP	4768		7/12/2017	Professional Svcs through 06/30/17	8,606.52
Starline Supply Company	4769		7/12/2017	Cust# 0001249; Janitorial Supplies	61.06
Traffic Engineering, Inc	4770		7/12/2017	Traffic Consulting Svcs: 06/01 - 06/30/17	4,609.00
Waste Management Of Alameda County	4771		7/12/2017	Cust# 9-51104-65006; Waste Svc: 06/16 - 06/30/17	1,037.19
AP Exams	M1254		7/13/2017	M1254; AP Exams - 59801	2,979.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Vendor	Check Number	Void	Date	Description	Check Amount
Mick Terrizzi	4772		7/18/2017	Reimb: 7th ELA Project Materials, Spotlight Bulb Replacement & Instrument Cables	142.15
BambooHR	DB071817		7/18/2017	DB071817; HR Tracking Software - Monthly Subscription	207.00
Commission on Teacher Credentials	4773		7/19/2017	Kerr Short Term Staff Teaching Permit	100.00
Acer	4774		7/20/2017	PO# PO# 667; NX.SHEAA.004 - Repair	13,083.94
Alameda County Office of Education	4775		7/20/2017	Cust# 000210; STRS Processing Fee: 4th Qtr (Apr - Jun) FY 2016-17	354.00
CDW Government	4776		7/20/2017	Cust: 12218286; ACAD Google Chrome & 3Y RPR Chrome Book ADH	17,383.38
Copower	4777		7/20/2017	ID#902360; Premium: August 2017 & Adjustments	1,874.65
EBMUD	4778		7/20/2017	Acct# 49867400001; Water, Waste Water Charges & Sewer Svcs: 05/02 - 06/29/17	4,434.28
Bonita Herrera	4779		7/20/2017	Reimb: Mileage & Parking	558.00
Office Depot	4780		7/20/2017	Acct# 16610744; Supplies	302.22
Revolution Foods, Inc.	4781		7/20/2017	Cust# C001339; Food Service: June 2017	1,537.00
Starline Supply Company	4782		7/20/2017	Cust# 0001249; Janitorial Supplies	342.54
Waste Management Of Alameda County	4783		7/20/2017	Cust# 00513-38904; Waste Svc: June 2017	157.70
Waste Management Of Alamaeda County	4784		7/20/2017	Cust# 14897-08907; Waste Svc: June 2017 & Past Due	709.84
Bloomerang	DB072517		7/25/2017	DB072517; Bloomerang	297.00
Achieve3000	4786		7/27/2017	Implementation Resources, Pro Differentiated Literacy Solutions & Customer Support	19,605.00
AT&T	4787		7/27/2017	Acct# 072 085 5436 436; Internet Server + Late Charges	490.39
AT&T	4788		7/27/2017	BAN# 9391060401; Monthly Svc : 06/13 - 07/12/17	1,562.64
AT&T	4789		7/27/2017	BAN# 9391062435; Monthly Svc : 06/13 - 07/12/17	1,562.64
Edtec	4790		7/27/2017	Monthly Services: July 2017	7,022.43
Hapara Inc	4791		7/27/2017	Hapara 1Year Full Suite Basic Service Subscription: 07/01/17 - 06/30/18	792.00
K2A, LLP	4792		7/27/2017	Project# 1714; EBIA Addition Agreement Thru: 06/30/17	5,800.00
Northwest Evaluation Association	4793		7/27/2017	Id# 10982: Web Based MAP (10/01/17 - 09/30/18), Science, Math. Reading & Language	6,615.00
Office Depot	4794		7/27/2017	Acct# 16610744; Office Supplies	232.59
Vision Service Plan - (CA)	4795		7/27/2017	Acct# 30 050552 0001;Insurance Premium: August 2017	333.78

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Vendor	Check Number	Void	Date	Description	Check Amount
Wells Fargo	4796		7/27/2017	CC acct 2022 - closing date: 07/25/17	30.00
				Acct# 0161259932; Annual Installment of Accrediting	
WASC	4797		7/27/2017	Costs: 2017-2018	970.00
Acer	4798		7/27/2017	PO# PO# 667; NX.SHEAA.004 - Repair	7,151.66
PG&E	DB072717		7/27/2017	DB072717; PG&E	2,161.27
Wells Fargo	DB072817		7/28/2017	DB072817; CC 2030 Online pymt	5,371.03
Team One Solutions	M1255		7/28/2017	M1255; Cable Installation, Termination & Testing	3,605.26

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.



Credit Card Register

East Bay Innovation
Academy
July 2017

Grand Total 6,219.25

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Mapline	7/25/2017	07/16 - Mapline	30.00
9515-2030	Indeed	7/25/2017	07/01 - Indeed - Staff Recruiting	18.20
9515-2030	ZOOM.US	7/25/2017	07/02 - ZOOM.US - Staff Recruiting	99.90
9515-2030	FedEx	7/25/2017	07/03 - Fedex - Shipping Chromebooks	362.29
9515-2030	AMAZON MKTPLACE PMTS	7/25/2017	07/04 - Amazon Mktplace Pmts - Book	4.98
9515-2030	Amazon.com	7/25/2017	07/05 - Amazon.com - Books	15.39
9515-2030	Adobe *ID Creative	7/25/2017	07/05 - Adobe *ID Creative - Devin's Creative Cloud Subscription	19.99
9515-2030	AMAZON MKTPLACE PMTS	7/25/2017	07/05 - Amazon Mktplace Pmts - Contact Paper	298.68
9515-2030	RingCentral, Inc	7/25/2017	07/06 - RingCentral, Inc - Office Phones	613.60
9515-2030	Homedepot.com	7/25/2017	07/06 - Homedepot.com - Power Strips	801.28
9515-2030	AMAZON MKTPLACE PMTS	7/25/2017	07/06 - Amazon Mktplace Pmts - Pencils	38.16
9515-2030	Amazon.com	7/25/2017	07/06 - Amazon.com - Books	231.24
9515-2030	AMAZON MKTPLACE PMTS	7/25/2017	07/06 - Amazon Mktplace Pmts - books	16.88
9515-2030	AMAZON MKTPLACE PMTS	7/25/2017	07/06 - Amazon Mktplace Pmts - CB Charging Carts	1,685.34
9515-2030	Wildwood School	7/25/2017	07/07 - Wildwood School - Advisory Handbook	189.90
9515-2030	Homedepot.com	7/25/2017	07/07 - Homedepot.com - Charging Cart Supplies	233.06
9515-2030	Costco	7/25/2017	07/07 - Costco - Charging Cart Supplies	408.41
9515-2030	Catsone.com	7/25/2017	07/08 - Catsone.com - Recruiting Software	346.50
9515-2030	Dropbox	7/25/2017	07/08 - Dropbox - Devin's DB subscription	9.99
9515-2030	Amazon.com	7/25/2017	07/09 - Amazon.com - Manager Books	91.20
9515-2030	FedEx	7/25/2017	07/10 - Fedex - CB Shipping	32.55
9515-2030	Codebender INC	7/25/2017	07/14 - Codebender INC	0.00
9515-2030	FedEx	7/25/2017	07/18 - Fedex - CB Shipping	26.16
9515-2030	Aabaco Small Business	7/25/2017	07/18 - Aabaco Small Business - Website Hosting	95.88
9515-2030	BLU*Ebiafamilies.org	7/25/2017	07/21 - BLU*Ebiafamilies.org - Website Hosting	311.88
9515-2030	BLU*Ebiafamilies.org	7/25/2017	07/22 - BLU*Ebiafamilies.org - Website Hosting	29.99
9515-2030	Wells Fargo	7/25/2017	07/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Overlimit Fee - Over Limit	39.00
9515-2030	Wells Fargo	7/25/2017	07/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Late Fee	39.00
9515-2030	Wells Fargo	7/25/2017	07/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Finance Charge	109.80
9515-2030	Codebender INC	7/25/2017	07/14 - Codebender INC	20.00