



East Bay Innovation Academy

Board Meeting

Date and Time

Thursday August 23, 2018 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Adjourn Public Session	Vote	Rochelle Benning	1 m
II. II. Closed Session Pursuant to 54957			8:03 PM
A. Open Closed Session and Record Attendance	FYI	Rochelle Benning	1 m
B. CONFERENCE WITH LEGAL COUNSEL-- ANTICIPATED LITIGATION	Discuss	Devin Krugman	20 m
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case			
C. Adjourn Closed Session	Vote	Rochelle Benning	1 m
III. Resume Open Session			8:25 PM
A. Record Attendance	FYI	Rochelle Benning	1 m
B. Report on Closed Session	FYI	Rochelle Benning	1 m
C. Approve Minutes - June 13 Board Meeting	Approve Minutes	Rochelle Benning	2 m
Approve minutes for Board Meeting on June 13, 2018			
D. Approve Minutes - June 27, Special Board Meeting	Approve Minutes	Rochelle Benning	2 m
Approve minutes for Special Board Meeting on June 27, 2018			
E. Approve Minutes - July 16, 2018 Special Board Meeting	Approve Minutes	Rochelle Benning	2 m
Approve minutes for Special Board Meeting - July 16, 2018 on July 16, 2018			

F. Public Comment FYI Rochelle Benning 10 m
 Up to a maximum of 3 minutes comment time per speaker

IV. Governance 8:43 PM

A. Consent Agenda Vote Rochelle Benning 10 m
 August Consent Agenda Items
 - EBIA June 2018 Check and Credit Card Register
 - EBIA July 2018 Check and Credit Card Register
 - 2018 - 2019 Contract with Golden Gate Academy
 - 2018 - 2019 EBIA Parent and Student Handbook
 - 2018 - 2019 EBIA Employee Handbook
 - Rev Foods 18-19 contract
 - ECHO (Learning management system) contract
 - Speech

B. EBIA Charter Petition Renewal Vote Devin Krugman 15 m
 Update on charter renewal, discuss any action items and vote to authorize submission of EBIA's petition for renewal.

V. Academic Excellence 9:08 PM

A. Spring 2018 SBAC and AP Results Discuss Devin Krugman 15 m
B. Review 2017 -2018 School Scorecard Discuss Devin Krugman 15 m
C. 2018 Summer Activity Report Out Discuss Devin Krugman 10 m
 - projects/updates
 - summer school
D. EBIA Academic Programs 2018 -2019 Discuss Devin Krugman 10 m
 - update from the first week of school
 - news and items to be aware of for the coming school year
E. Director of College Readiness - College Readiness Program Overview Discuss Devin Krugman 15 m
F. Update on 2018 -2019 Staffing FYI Devin Krugman 5 m

VI. Finance and Development 10:18 PM

A. 2017 -2018 EBIA Unaudited Financials for OUSD Vote Michelle Cho 15 m
 Review and authorize submission of 2017-2018 financials to OUSD.
B. 2018 - 2019 EBIA Development Update Discuss Michelle Cho 15 m
 - Overview on fundraising targets and strategy for 2018 - 2019 school year

VII. Facility 10:48 PM

A. Facility Update FYI Rochelle Benning 5 m
 Update on facilities - Marshall, GGA and Prop 51 Grant Agreements for rehab and new construction.
B. PCSD project management of prop 51 construction Vote Rochelle Benning 5 m
 Engage PCSD to manage prop 51 construction project.

VIII. Other Business 10:58 PM

A. Key Activities and Events FYI Rochelle Benning 2 m

- **August 13th First Day** First day of school for students for the 2018-2019 school year.

B. Public Comment	FYI	Rochelle Benning	10 m
IX. Closing Items			11:10 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes - June 13 Board Meeting

Section: III. Resume Open Session
Item: C. Approve Minutes - June 13 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 13, 2018



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday June 13, 2018 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

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

Directors Absent

None

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 Wednesday Jun 13, 2018 @ 8:23 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes

Abstention. Roll to the next Board meeting.

D. Public Comment

Peter Leahey (ETA) shared recommendations for future operations.

II. Governance

A. Consent Agenda

Food services contract will be revised

Devin spoke to "Disproportionate Representation of Students with Disabilities" report. Analysis and final recommendation from CDE in progress.

EdTec is sole source based on tenure. Reduced to \$75K from \$84

Sole source EBFI, fixed fee, based on relationships with students

Ken Berrick made a motion to Approve consent agenda.

Kelly Garcia seconded the motion.

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

B. EBIA Board Positions

III. Academic Excellence

A. EBIA Charter Petition Renewal - Project Status Update

First draft has been completed. Review underway. Will be submitted no later than 240 days before the petition expires.

B. Review and Approve LCAP Plan for 2018-2019

Rochelle Benning made a motion to Annual measurable outcomes as articulated.

Look to review final version with actuals noted in the final version to be published at the August Board meeting.

Ken Berrick seconded the motion.

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

C. 2018 - 2019 Staffing Update

Close to fully staffed. 2 teaching positions remain to be filled.

D. Special Education Update

See consent agenda item related to disproportionality.

IV. Finance and Development

A. 2018-2019 Student Enrollment Update

Other than 9th grade, all grades are enrolled. Still actively recruiting for 9th grade. Will be cleaning up wait lists.

B. Year to Date Finance Update

Reviewed actuals through May. 92% of forecast spent. Strong result from year end development campaign. Close finish anticipated.

C. Financial Multi-Year Plan Update

Plan assumptions reviewed. Discussed areas of risks and opportunity. See packet for details.

Kelly Garcia made a motion to Approve the budget.

Ken Berrick seconded the motion.

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

D. 2017-2018 EBIA Development Update

120 families participated in the very successful year end giving drive. Thank you!

V. Facility

A. Facility Update

Final prop 39 for Marshall was submitted, accepted and receipt acknowledged.
Long term land lease discussions still in progress.

EBIA working on lease of full Golden Gate campus. May need a special Board meeting over the summer to approve.

VI. Other Business

A. Key Activities and Events

B. Public Comment

Comments by Heather Tuthill and Katie Binder

VII. Closing Items

A. Adjourn Meeting

Ken Berrick made a motion to adjourn the meeting.

Kelly Garcia 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 9:55 PM.

Respectfully Submitted,
Laurie Jacobson Jones

Cover Sheet

Approve Minutes - June 27, Special Board Meeting

Section: III. Resume Open Session
Item: D. Approve Minutes - June 27, Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on June 27, 2018



East Bay Innovation Academy

Minutes

Special Board Meeting

Date and Time

Wednesday June 27, 2018 at 7:00 PM

Location

Zoom: Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/111294487> Or iPhone one-tap : US: +16699006833,,111294487# or +16465588656,,111294487# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 646 558 8656 Meeting ID: 111 294 487

Special Board Meeting to approve LCAP for 2018 - 2019

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/111294487>
Or iPhone one-tap :
US: +16699006833,,111294487# or +16465588656,,111294487#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 646 558 8656
Meeting ID: 111 294 487

Directors Present

Ken Berrick (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote), Saamra Mekuria-Grillo (remote)

Directors Absent

None

Guests Present

Devin Krugman (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 Jun 27, 2018 @ 7:03 PM at Zoom: Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/111294487> Or iPhone one-tap : US: +16699006833,,111294487# or +16465588656,,111294487# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 646 558 8656 Meeting ID: 111 294 487.

C. Public Comment

no public attended the call

II. Academic Excellence

A. Review and Approve Final Version of LCAP Plan for 2018-2019

Ken Berrick made a motion to Approve the 2018-2019 EBIA LCAP Plan.
Laurie Jacobson Jones seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Finance and Development

A. Re-Certify Financial Multi-Year Plan based on Final LCAP

Saamra Mekuria-Grillo made a motion to Approve the multi-year plan.
Laurie Jacobson Jones seconded the motion.
The board **VOTED** unanimously to approve the motion.

IV. Closing Items

A. Adjourn Meeting

Ken Berrick made a motion to adjourn the meeting.
Laurie Jacobson Jones 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 7:11 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Approve Minutes - July 16, 2018 Special Board Meeting

Section: III. Resume Open Session
Item: E. Approve Minutes - July 16, 2018 Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Board Meeting - July 16, 2018 on July 16, 2018



East Bay Innovation Academy

Minutes

Special Board Meeting - July 16, 2018

Date and Time

Monday July 16, 2018 at 7:00 PM

Location

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/9086460388> Or iPhone one-tap : US: +16465588656,,9086460388# or +16699006833,,9086460388# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 646 558 8656 or +1 669 900 6833 Meeting ID: 908 646 0388 International numbers available: <https://zoom.us/u/i6IUHGg>

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/9086460388>

Or iPhone one-tap :

US: +16465588656,,9086460388# or +16699006833,,9086460388#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 669 900 6833

Meeting ID: 908 646 0388

International numbers available: <https://zoom.us/u/i6IUHGg>

Directors Present

Anne Campbell Washington (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote), Saamra Mekuria-Grillo (remote)

Directors Absent

Gary Borden, Kelly Garcia, Ken Berrick

Guests Present

Devin Krugman (remote), Michelle Cho (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 Monday Jul 16, 2018 @ 7:16 PM at Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/9086460388> Or iPhone one-tap : US: +16465588656,,9086460388# or +16699006833,,9086460388# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 646 558 8656 or +1 669 900 6833 Meeting ID: 908 646 0388 International numbers available: <https://zoom.us/j/9086460388>

C. Public Comment

no public in attendance on the call.

II. Finance and Development

A. Review and Approve Contract for Student Support Services

Rochelle Benning made a motion to Vote to approve the student support services contract.

Saamra Mekuria-Grillo seconded the motion.

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

III. Governance

A. Review and Approve Executive Director Employment Contract

Laurie Jacobson Jones made a motion to approve Executive Director contract.

Anne Campbell Washington seconded the motion.

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

B. GGA Facility Contract - 2018-2019 School Year

Laurie Jacobson Jones made a motion to provisional approval to approve the GGA contract for the 2018-2019 school year.

Anne Campbell Washington seconded the motion.

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

C. Board Position Changes

Rochelle Benning made a motion to Move Kelly Garcia from Board Vice Chairman to Board Secretary (due to Julia Gits transition from the EBIA Board) and to make Laurie Jacobson Jones Board Vice Chairman and Treasurer (current ongoing role is Treasurer).

Saamra Mekuria-Grillo seconded the motion.

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

IV. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Anne Campbell Washington 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 7:40 PM.

Respectfully Submitted,

Rochelle Benning

Cover Sheet

Consent Agenda

Section: IV. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: August 2018 - EBIA - July 2018 Check & CC Register.pdf
August 2018 - EBIA - June 2018 Check and CC Registers.pdf
August 2018 - EBIA Parent and Student Handbook 2018-19.pdf
EBIA Employee Handbook SY 18.19 (final draft).pdf
EBIA_GGA_2018-19_signed.pdf
EBIA_GGA_2018-19_signed.pdf
EBIA_NTN_2018.07.pdf
East Bay Innovation Academy NSLP 2018 - Renewal v3.pdf

Check Register



**East Bay Innovation Academy
July 2018**

Grand Total 216,443.00

Vendor	Check Number	Void	Date	Description	Check Amount
Charter Safe	DB070518		7/5/2018	DB070518; CA Charter School JPA	19,385.00
Achieve3000	5435		7/13/2018	PO# 3409; Implementation Resources, Pro Differentiated Literacy Solutions & Customer Support	22,823.75
CFI	5436		7/13/2018	HP 4345 Toner Cartridge	2,572.84
Copower	5437		7/13/2018	Premium: August 2018	2,135.87
East Bay Speech Pathology, Inc.	5438		7/13/2018	Teach Speech Hours: June '18	1,260.00
EdTec	5439		7/13/2018	Monthly Srvcs: June 2018	7,000.00
Elevations RTC	5440		7/13/2018	Tuition at NPS	14,364.00
Esther B. Clark School at CHC	5441		7/13/2018	Tuition, Transportation & MH Family/Grup/Individual Therapy	12,066.39
Elana Feinberg	5442		7/13/2018	Edit , Format Charter & Organize Appendices 05/29 - 06/22/18	4,420.00
S.T.A.R Academy - Haynes Family of Programs	5443		7/13/2018	Educationally Related Intensive Counseling Services	120.00
Kaiser Foundation Health Plan	5444		7/13/2018	CustID: 000709549-0000; Billing# 681343504: Insurance Premium: August 2018 & Retroactive Dues due: 07/25/18	24,072.23
Law Offices of Young, Minney & Corr, LLP	5445		7/13/2018	Legal Srvcs through: 06/30/18	2,670.45
Lesleigh Franklin, PhD	5446		7/13/2018	Psychological/Assessments w/ Academic Testing: May 2018	11,363.13
Marlin Business Bank	5447		7/13/2018	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Office Depot	5448		7/13/2018	Acct# 16610744; Office Supplies	75.48
Regents of the University of California	5449		7/13/2018	Measure N/Linked Learning Coaching and Technical Assistance	1,600.00
Revolution Foods, Inc.	5450		7/13/2018	Cust# C001339; Food Service: May '18	6,032.10
Seneca Family of Agencies	5451		7/13/2018	Svc: Behavior Intervention - Implementation Apr '18	21,068.59
STARLINE SUPPLY COMPANY	5452		7/13/2018	Cust# 0001249; Janitorial Supplies	1,279.93
The Phillips Academy	5453		7/13/2018	Tution Expenses, Counselling and Guidance Therapy: May '18	6,352.50

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
Vision Service Plan - (CA)	5454		7/13/2018	Acct# 30 050552 0001; Insurance Premium: July 2018	410.86
Waste Management	5455		7/13/2018	Cust# 15-00043-73002; Waste Svc: July '18	1,609.66
AT&T	5456		7/24/2018	BAN# 9391062435;Monthly Svc : 05/13 - 06/12/18 Due: 07/20/18	675.27
BambooHR	5457		7/24/2018	Professional Monthly Plan: 07/16 - 08/15/18	259.50
CDW Government	5458		7/24/2018	ACER CB3 14 N3060 16GB 4GB Chrome	27,218.26
Alix Coupet J	5459		7/24/2018	Reimb; Livescan Fingerprinting ; Due upon receipt	51.00
EBMUD	5460		7/24/2018	Acct# 49867400001; Water, Waste Water Charges & Sewer Svcs: 05/11 - 07/10/18 Due 07/30/18	6,870.45
Illuminate Education	5461		7/24/2018	Illuminate Student Informaton, Home Dialing and Mass Email Tool, Data and Assessment, Assessment Scanning and Scoring	12,988.00
Office Depot	5462		7/24/2018	Acct# 16610744; Office Supplies	172.60
Ready Refresh	5463		7/24/2018	Acct# 0035832427; Bottled Water	27.93
Ready Refresh	5464		7/24/2018	Acct# 0035832427; Bottled Water	33.90
Revolution Foods, Inc.	5465		7/24/2018	Cust# C001339; Food Service: June '18	1,122.50
RingCentral Inc.	5466		7/24/2018	Cust# 1184099019; Phone Svcs': 07/01 - 07/28/18	577.63
STARLINE SUPPLY COMPANY	5467		7/24/2018	Cust# 0001249; Janitorial Supplies	193.71
The Phillips Academy	5468		7/24/2018	Tution Expenses, Counselling and Guidance Therapy: June '18	2,794.80
Bloomerang	DB072518		7/25/2018	DB072518; Bloomerang	297.00

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.



Credit Card Register

East Bay Innovation
Academy
July 2018

Grand Total 12,806.73

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Catsone.com	7/26/2018	07/08 - Catsone.com	249.90
9515-2022	FedEx	7/26/2018	07/17 - Fedex - CB shipping	25.06
9515-2030	ZOOM.US	7/26/2018	07/02 - ZOOM.US	99.90
9515-2030	Jumbula	7/26/2018	07/03 - Jumbula	40.00
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/04 - Amazon Mktplace Pmts	26.04
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/04 - Amazon Mktplace Pmts	85.55
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/04 - Amazon Mktplace Pmts	8.99
9515-2030	Mae Joo	7/26/2018	07/07 - Mae Joo	147.68
9515-2030	Dropbox	7/26/2018	07/08 - Dropbox	9.99
9515-2030	RDR Technologies	7/26/2018	07/09 - RDR Technologies	245.00
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/09 - Amazon Mktplace Pmts	107.05
9515-2030	Amazon.com	7/26/2018	07/10 - Amazon.com	26.65
9515-2030	Amazon.com	7/26/2018	07/11 - Amazon.com	52.13
9515-2030	Amazon.com	7/26/2018	07/12 - Amazon.com	31.94
9515-2030	Costco Membership	7/26/2018	07/15 - Costco Wholesale	94.75
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/16 - Amazon Mktplace Pmts	37.90
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/16 - Amazon Mktplace Pmts	62.75
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/16 - Amazon Mktplace Pmts	33.96
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/17 - Amazon Mktplace Pmts	43.40
9515-2030	DLX*PS PRINT	7/26/2018	07/18 - DLX*PS PRINT	14.41
9515-2030	Yahoo Small Business	7/26/2018	07/19 - Yahoo Small Business	95.88
9515-2030	Costco Membership	7/26/2018	07/19 - Costco Wholesale	7,975.17
9515-2030	Streakwave Wireless	7/26/2018	07/21 - Streakwave Wireless	979.22
9515-2030	BLU*Ebiafamilies.org	7/26/2018	07/21 - BLU*Ebiafamilies.org	311.88
9515-2030	AMAZON MKTPLACE PMTS	7/26/2018	07/22 - Amazon Mktplace Pmts	109.03
9515-2030	BLU*Ebiafamilies.org	7/26/2018	07/22 - BLU*Ebiafamilies.org	32.04
9515-2030	Amazon.com	7/26/2018	07/24 - Amazon.com	327.74
9515-2030	DRI*Nextdayflyers	7/26/2018	07/24 - DRI*Nextdayflyers	120.62
9515-2030	Streakwave Wireless	7/26/2018	07/24 - Streakwave Wireless	1,096.20
9515-2030	The Check Depot	7/26/2018	07/25 - The Check Depot	315.90

Check Register



East Bay Innovation Academy
June 2018

Grand Total 262,699.53

Vendor	Check Number	Void	Date	Description	Check Amount
American Council of Teachers Inc.	5355		6/1/2018	Svc: Week: 05/31/18	48.25
Gloria Cartwright	5356		6/1/2018	Reimb: Quest Art & Craft	29.37
CliftonLarsonAllen LLP	5357		6/1/2018	Acct# 213-115060; Audit Svcs	3,800.00
EBMUD	5358		6/1/2018	Acct# 49867400001; Water, Waste Water Charges & Sewer Svcs: 03/02 - 05/11/18	692.23
East Bay Speech Pathology, Inc.	5359		6/1/2018	Teach Speech Hours: April '18	9,131.88
Andrea Edgar	5360		6/1/2018	Reimb: Innovator Awards	849.89
Elevations RTC	5361		6/1/2018	Tuition at NPS	4,213.00
Elana Feinberg	5362		6/1/2018	Consulting Svc: Edit Charter, Scheduling Meetings, Call with Devin & Michelle: 04/25 - 05/24/18	7,376.00
Get Empowered	5363		6/1/2018	After School Club in Capoeira: May 2018	250.00
Maria Huidor	5364		6/1/2018	Reimb: Cheese, Spring Fest, Pork & etc.	90.93
Marlin Business Bank	5365		6/1/2018	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Amanda Okamoto	5366		6/1/2018	Reimb: Certified Mail & CTC Mailing	6.00
Sarah V Partridge	5367		6/1/2018	Reimb: Donuts for Spring Fest	10.25
Zach Powers	5368		6/1/2018	Reimb: Hardboard	59.10
Replica Digital Ink	5369		6/1/2018	Returing 9th Gr & New Student Registration	310.07
Revolution Foods, Inc.	5370		6/1/2018	Cust# C001339; Food Service: April '18	4,312.80
STARLINE SUPPLY COMPANY	5371		6/1/2018	Cust# 0001249; Janitorial Supplies	109.40
Swing Education	5372		6/1/2018	Substitute Svcs: 04/30 - 05/03/18	1,200.00
Teachers on Reserve	5373		6/1/2018	Cust: EASTB0001; Substitute Svcs: 05/04/18	2,264.47
Vision Service Plan - (CA)	5374		6/1/2018	Acct# 30 050552 0001; Insurance Premium: June 2018	402.38
Janisse Watts	5375		6/1/2018	Reimb: Quest Cooking	211.98
Alameda County Office of Education	5376		6/11/2018	Cust# 000210; STRS Processing Fee: 4th Qtr (Apr - Jun) FY 2017-18	354.00
American Council of Teachers Inc.	5377		6/11/2018	Svc: Week: 05/24/18	193.00
AP Exams	5378		6/11/2018	AP Program Fees	3,860.00
ARC Oakland	5379		6/11/2018	Program Oversight, Classroom time & Admin Support: 04/15 - 05/15/18	511.50

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
AT&T	5380		6/11/2018	BAN# 9391062435; Monthly Svc : 04/13 - 05/12/18	675.27
Christina Clemens	5381		6/11/2018	Reimb: Capstone Supplies	93.27
Lauren Combs	5382		6/11/2018	Reimb: Chips	105.31
East Bay Speech Pathology, Inc.	5383		6/11/2018	Teach Speech Hours: May '18 CustID: 000709549-0000; Billing# 681343504;	11,842.88
Kaiser Foundation Health Plan	5384		6/11/2018	Insurance Premium: July 2018 & Retroactive Dues	19,290.69
Law Offices of Young, Minney & Corr, LLP	5385		6/11/2018	Legal Srvcs through: 05/31/18	5,677.67
Nicole Neumiller	5386		6/11/2018	Reimb: Intersession Supplies	506.78
Office Depot	5387		6/11/2018	Acct# 16610744; Office Supplies	38.04
Swing Education	5388		6/11/2018	Substitute Svcs: 05/07 - 05/11/18	2,800.00
Teachers on Reserve	5389		6/11/2018	Cust: EASTB0001; Substitute Svcs: 05/18/18	607.60
Waste Management of Alameda County	5390		6/11/2018	Cust# 00513-38904; Waste Svc: May 2018	452.26
Janisse Watts	5391		6/11/2018	Reimb: Quest Office & Robotics Reimb: Soar Summer Camp as Extended School	86.77
Vicki Wells	5392		6/11/2018	Year for JW	4,222.00
Apex Learning Inc.	5393		6/18/2018	Cust# 8079035; Comprehensive Courses	5,000.00
Kelly Atkinson	5394		6/18/2018	Reimb: Span 3 Workbook & Textbook BoardOn Track Stategic Membership for the term	111.01
BoardOnTrack, Inc.	5395		6/18/2018	07/01/18 - 06/30/19	2,995.00
Copower	5396		6/18/2018	ID# 902360; Premium: July 2018	2,444.99
Elevations RTC	5397		6/18/2018	Tuition at NPS Reimb: Patterns, Fabric, T-shirts, Dye, Fixer &	14,889.00
Michelle Fitts	5398		6/18/2018	Cleaners	889.90
Darius Foster	5399		6/18/2018	Reimb: Soccer Team Socks	110.20
Peter Leahey	5400		6/18/2018	Reimb: Markers, Post Board & Wires Psychological/Assessments w/ Academic Testing:	123.98
Lesleigh Franklin, PhD	5401		6/18/2018	May 2018	6,363.63
Office Depot	5402		6/18/2018	Acct# 16610744; Office Supplies	92.67
Paleteria El Plebe	5403		6/18/2018	Ice Cream Sundaes for Lower School Intersession	595.00
Zach Powers	5404		6/18/2018	Reimb: 7th Grade Intersession	63.90
Ready Refresh	5405		6/18/2018	Acct# 0035832427; Office Supplies	27.91
Ready Refresh	5406		6/18/2018	Acct# 0035832435; Office Supplies	51.87
RingCentral Inc.	5407		6/18/2018	Cust# 1184099019; Phone Svcs: 06/01 - 06/30/18	1,099.43
Seneca Family of Agencies	5408		6/18/2018	Svc: Behavior Intervention - Implementation Mar '18	28,228.50
Swing Education	5409		6/18/2018	Substitute Svcs: 05/23 - 05/25/18	1,400.00
Teachers on Reserve	5410		6/18/2018	Cust: EASTB0001; Substitute Svcs: 06/01/18	3,221.03
Mick Terrizzi	5411		6/18/2018	Reimb: Beginner, Basic & Intermedicate ASL	525.00
Waste Management	5412		6/18/2018	Cust# 15-00043-73002; Waste Svc: June '18	1,294.56

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
Janisse Watts	5413		6/18/2018	Reimb: Quest Robotics	97.18
Golden Gate Academy	5414		6/21/2018	Monthly Rent: July 2018	14,391.00
OUSD Buildings & Grounds	5415		6/21/2018	2017/18 Charter Schools Oversight Fee	38,406.00
College Entrance Examination Board	5416		6/25/2018	Cust# AI059801; PSAT 10 Test Fees	1,298.00
Michelle Fitts	5417		6/25/2018	Reimb: Spray Paint, Felt, Popsicle Sticks, Clay & etc.	128.62
Maggie O'Reilly	5418		6/25/2018	Svcs': Occupational Therapy Evaluation/Consultation	1,330.00
Amanda Okamoto	5419		6/25/2018	Reimb: Bagels & Coffee	75.00
Lisa A. Salomon	5420		6/25/2018	Final Payment	2,000.00
Sergio's Janitorial & Yard Services	5421		6/25/2018	Special Malcom Campus Cleaning	9,075.00
Emily Taylor	5422		6/25/2018	Reimb: Livescan	70.00
Taylor'd Fit Solutions	5423	Voided	6/25/2018	One Day Low Ropes & Team Building Initiatives Upper School	0.00
Wells Fargo	DB062618		6/26/2018	DB062618; Online pymt - acct 2030	6,828.17
Wells Fargo	DB062618A		6/26/2018	DB062618A; Online pymt - acct 2022	629.35
ARC Oakland	5424		6/29/2018	Program Oversight, Classroom time & Admin Support: 05/16 - 05/31/18	290.50
BambooHR	5425		6/29/2018	Professional Monthly Plan: 06/16 - 07/15/18	236.00
EdTec	5426		6/29/2018	Monthly Svcs: May 2018	7,000.00
Esther B. Clark School at CHC	5427		6/29/2018	Tuition, Transportation & MH Family/Grup/Individual Therapy	13,483.09
Lit - Production & Design	5428		6/29/2018	8th Grade Promotion	320.00
Jennifer Lauren McNeil	5429		6/29/2018	On-Site: March 2018 & Remote Consulting Services: Dec - April 2018	3,550.00
PG&E	5430		6/29/2018	Acct#4052865603-2; Gas & Elec Svcs	3,053.64
Nicole Solis	5431		6/29/2018	Reimb: Engineering/design, SEL, Middlestone, Light bulbs, Notebook & Capstone	440.78
STARLINE SUPPLY COMPANY	5432		6/29/2018	Cust# 0001249; Janitorial Supplies	45.49
Lansine Toure	5433		6/29/2018	Reimb: Boys, Girls Basketball Pizza Party & Mileage	234.16
Waste Management of Alameda County	5434		6/29/2018	Cust# 00513-38904; Waste Svc: June 2018	452.26
Emily Taylor	M1284		6/30/2018	M1284; June Intersession Course - Reissued Ck Issued 07/03/18 for FY 17/18	2,575.00

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.



Credit Card Register

East Bay Innovation
Academy
June 2018

Grand Total 1,224.60

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Thunder Data Systems	6/25/2018	05/26 - Thunder Data Systems; Event ticketing site	39.00
9515-2022	Catsone.com	6/25/2018	06/08 - Catsone.com; Online candidate application tracker	249.90
9515-2022	Wells Fargo	6/25/2018	06/13 - Wells Fargo VISA CC (2022) - Purchases	12.55
9515-2022	Wells Fargo	6/25/2018	06/13 - Wells Fargo VISA CC (2022) - Late Charge	39.00
9515-2030	Amazon Mktplace Pmts	6/25/2018	05/24 - AMAZON MKTPLACE PMTS	27.30
9515-2030	Amazon Mktplace Pmts	6/25/2018	05/24 - AMAZON MKTPLACE PMTS	48.22
9515-2030	Amazon Mktplace Pmts	6/25/2018	05/29 - AMAZON MKTPLACE PMTS	37.12
9515-2030	Amazon.com	6/25/2018	05/30 - Amazon.com	43.65
9515-2030	Amazon.com	6/25/2018	05/31 - Amazon.com	34.74
9515-2030	Amazon.com	6/25/2018	05/31 - Amazon.com	35.25
9515-2030	Treering Yearbooks	6/25/2018	05/31 - Treering Yearbooks	172.96
9515-2030	Amazon Mktplace Pmts	6/25/2018	05/31 - Amazon Mktplace Pmts	72.10
9515-2030	Jumbula	6/25/2018	06/01 - Jumbula	40.00
9515-2030	Amazon Mktplace Pmts	6/25/2018	06/01 - AMAZON MKTPLACE PMTS	13.99
9515-2030	Safeway	6/25/2018	06/08 - Safeway	10.90
9515-2030	Dropbox	6/25/2018	06/08 - Dropbox	9.99
9515-2030	Amazon Mktplace Pmts	6/25/2018	06/13 - AMAZON MKTPLACE PMTS	103.81
9515-2030	Amazon Mktplace Pmts	6/25/2018	06/21 - Amazon Mktplace Pmts	19.99
9515-2030	Wells Fargo	6/25/2018	06/13 - Wells Fargo VISA CC (2030 - formerly 9609) - Late Charge	39.00
9515-2030	Wells Fargo	6/25/2018	06/13 - Wells Fargo VISA CC (2030 - formerly 9609) - Purchases	175.13



EAST BAY INNOVATION ACADEMY (EBIA)
PARENT/STUDENT HANDBOOK
2018-2019

Updated July 2018

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OUR TEAM

Contact information for our **School Team** can be found online at www.eastbayia.org.

Information on our **Board of Directors** can be found online at www.eastbayia.org.

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

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.

Leadership: The quality of an individual's membership in, and contribution to, a community.

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, immigration status, 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;
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)(ii) & (e)(3)(C)(IV).):

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)(6)):

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 Homeless 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 Homeless 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 Lower Campus, 3400 Malcolm Avenue, Oakland, CA 94605 or the Attendance Office at the Upper Campus, 3800 Mountain Boulevard, Oakland, CA 94619.

Education for Foster Youth Policy Introduction

The Governing Board of East Bay Innovation Academy (“Charter School”) recognizes that foster child may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster child in the Charter School’s local control and accountability plan (LCAP).

Definitions

Foster child means a child who has been removed from his/her home pursuant to California Welfare and Institutions Code section 309, is the subject of a petition filed under Welfare and Institutions Code sections 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602.

Person holding the right to make educational decisions means a parent, guardian, or responsible person appointed by a court to make educational decisions pursuant to Welfare and Institutions Code sections 361 or 726, or Education Code 56055.

School of origin means the school that the foster child attended when permanently housed or the school in which he/she was last enrolled. If the school the foster child attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster child attended within the immediately preceding 15 months, the Charter School liaison for foster child, in consultation with and with the agreement of the foster child and the person holding the right to make educational decisions for the child, shall determine, and in the best interests of the foster child, the school is the school of origin.

Best interests means that, in making educational and school placement decisions for a foster child, consideration is given to, among other factors, the opportunity to be educated in the least

restrictive educational program and the foster child's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

CHARTER SCHOOL LIAISON

In order to help facilitate the enrollment, placement, and transfer of foster child to the Charter School, the Governing Board shall designate a Charter School foster child liaison. The Governing Board designates the following position as the Charter School's liaison for foster child:

Foster Youth Liaison: Devin Krugman, Executive Director

East Bay Innovations Academy

3400 Malcolm Avenue

Oakland, CA 94605

(510) 577-9557

The liaison for foster child shall:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of students in foster care.
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer to or from the Charter School. When a student in foster care is enrolling in the Charter School, the Charter School liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster child is transferring to a new school, the Charter School liaison shall provide the student's records to the new school within two business days of receiving the new school's request.
3. When required by law, notify the foster child's attorney and the appropriate representative of the county child welfare agency of pending expulsion proceedings if the decision to recommend expulsion is a discretionary act under the Charter School's charter; pending proceedings to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter; and, a manifestation determination prior to a change in the foster child's placement, when he/she is a student with a disability under state and federal special education laws.
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
5. As needed, ensure that students in foster care receive appropriate school-based services, such as

counseling and health services, supplemental instruction, and after-school services.

6. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster child.
7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster child.
8. Monitor the educational progress of foster child and provide reports to the Executive Director or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.
9. This policy does not grant the Charter School liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 361 or 726, a surrogate parent, or a foster parent exercising authority under the Education Code. The role of the Charter School liaison is advisory with respect to placement options and determination of the school of origin.

ENROLLMENT

A student placed in a licensed children's institution or foster family home shall attend programs operated by the Charter School unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the Charter School indicating that determination and that he/she is aware of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate educational program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the Charter School and to place him/her in an alternate education program may not be financed by the Charter

School.

- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the academic school year.
 - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
 - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Charter School liaison may, in consultation with and with the agreement of the foster child and the person holding the right to make educational decisions for the child, recommend that the child's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area of the school district in which the foster child resides are eligible to attend or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster child's best interests.

Prior to making any recommendation to move a foster child from his/her school of origin, the liaison shall provide the child and the person holding the right to make educational decisions for the child with a written explanation of the basis for the recommendation and how the recommendation serves the child's best interests.

If the liaison, in consultation with the foster child and the person holding the right to make educational decisions for the foster child, agrees that the best interests of the child would be served by his/her transfer to a school other than the school of origin, the Head of School or designee of the new school shall immediately enroll the foster child, consistent with any enrollment procedures if the next school is a charter school. The foster child shall be immediately enrolled even if he/she:

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.

If any dispute arises regarding the request of a foster child to remain in the school of origin, the child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

TRANSPORTATION

The Charter School shall not be responsible for providing transportation to allow a foster child to attend school, unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster child to attend school.

EFFECT OF ABSENCES ON GRADES

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school.
2. A verified court appearance or related court-ordered activity.

TRANSFER OF COURSEWORK AND CREDITS

When a foster child transfers into the Charter School, the Charter School shall accept and issue full credit for any coursework that the foster child has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster child to retake the course.

If the foster child did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that he/she completed at his/her previous school. However, the Charter School may require the foster child to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster child, the Charter School finds that the foster child is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster child in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course.

In no event shall the Charter School prevent a foster child from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

APPLICABILITY OF GRADUATION REQUIREMENTS

To obtain a high school diploma, a foster child shall pass the high school exit examination in English language and mathematics (if required by State law), complete all courses required by the Charter School, and fulfill any additional graduation requirement prescribed by the Board.

However, when a foster child who has completed his/her second year of high school transfers into the Charter School, he/she shall be exempted from all Charter School-adopted coursework and other Charter School-established graduation requirements, unless the Charter School makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the foster child's transfer, the Executive Director or designee shall notify the foster child, the person holding the right to make educational decisions for him/her, and the foster child's social worker of the availability of the exemption and whether the foster child qualifies for it.

To determine whether a foster child is in his/her third or fourth year of high school, the Charter School shall use either the number of credits the foster child has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption.

The Executive Director or designee shall notify any foster child who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster child's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require or request a foster child to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster child or any person acting on behalf of a foster child.

Upon making a finding that a foster child is reasonably able to complete Charter School graduation requirements within his/her fifth year of high school, the Executive Director or designee shall:

1. Inform the foster child and the person holding the right to make educational decisions for him/her of the foster child's option to remain in school for a fifth year to complete the Charter School's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the foster child about transfer opportunities available through the California Community Colleges

ELIGIBILITY FOR EXTRACURRICULAR ACTIVITIES

A foster child whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Complaints of Noncompliance *

Complaints of noncompliance with this policy shall be governed by the Charter School's Uniform Complaint Procedures policy.

*These provisions are also applicable to former juvenile court school pupils, which are defined as pupils who, upon completion of the pupil's second year of high school, transfer to a charter school, excluding a charter school or school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school. These provisions may be utilized for such pupils at the Charter School's discretion.

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 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.

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 to receive help from tutors, attend teachers' office hours or participate in enrichment activities designed to engage students and give them exposure to myriad learning experiences. At our Lower School, these activities will occur through the EBIA Quest program. At our

Upper School, these activities will be open to all students on a drop-in basis. 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 school pillars, Innovator Norms, behavioral and academic norms, Advisory, 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 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, college and career planning, 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.

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 – 3:45pm, followed by our end of day Tutoring, Office Hours and enrichment program. The campus will open at 7:30 am for students to eat breakfast and do school work.

Absences

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 school attendance and success in the workplace.

Excused Absences

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.

Method of Verification

Please notify the School by emailing info@eastbayia.org or calling 510-577-9557, if it is necessary for your student to be absent for any reason. In the email or when leaving a message, please include your name, student's name, reason for the absence, and a phone number where you can be reached. Absences must be cleared within five (5) school days or the absence becomes unexcused.

Tuancy Process Students shall be classified as truant if the student is absent from school without a valid excuse three full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Head of School or designee. In addition, students shall be classified as a chronic truant if the student is absent from school without a valid excuse for 10 percent or more of the school days in one school, from the date of enrollment to the current date.

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 or more consecutive days 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 this 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 30 minutes after that time are considered tardy.
- 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.

Students cannot miss more than 15 days of school (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.

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 permitted to come to school, but encouraged to remain home until nit and lice free. Please treat your student and notify the school.

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 consecutive 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.

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 3:45pm. 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, Parents need to complete the School’s Medication Authorization Form to include the following:
 - a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the pupil is able to self-administer auto-injectable epinephrine or inhaled asthma medication, and
 - a written statement from the parent, foster parent, or guardian of the pupil consenting to the self-administration, providing a release for the designated school health aide to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing EBIA and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.
- 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 the School’s Medication Authorization Form with the required information listed above.

A copy of the School’s Medication Authorization Form is located at the main office. Please complete and return this form to the main office.

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 above is intended to raise awareness about this disease. Contact the 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
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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 Head of School 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 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.

Parents may request a complete copy of the Parent Involvement policy at the main office.

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 encouraged to volunteer. Volunteer time may be done in a variety of ways including, but not limited to classroom assistance. Volunteering at EBIA is optional and not required for a student attend EBIA.

- 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. Every parent/guardian will also receive a Parent Portal account to our learning

management system (LMS). The portal will allow you to see when assignments are due and the grades received on any assessment or assignment.

ACADEMIC POLICY

EBIA is a rigorous STEAM school with a unique focus on the social and emotional skills students need to be leaders. Students learn to be problem solvers and strong advocates who work together and take responsibility for their own learning. Students collaborate on long-term, real world projects that combine many different subjects and will learn to complete and present those projects using technology. Students balance this project work with independent blended learning tools that are personalized to meet their individual needs.

To reflect these multiple goals - the acquisition of new knowledge, the development of social and emotional skills, the creation of both strong self-advocacy and collaboration tools - EBIA has adopted a set of learning categories, or outcomes, to guide our support of students and their long-term success.

Grade Categories

The EBIA Grade Categories are a set of research-based outcomes aimed at preparing students for postsecondary college and career success that reflect the mission and priorities of our community. For each category a rubric or set of rubrics has been developed to help ensure that students are being provided with regular feedback on their growth and needs in each of these areas. These categories are an essential component of the project- and problem-based learning curriculum and are used to provide feedback and support to students across each of these outcomes.

- **Knowledge and Thinking:** Reason, problem-solve, develop sound arguments or decisions, and create new ideas by using appropriate sources and applying the knowledge and skills of a discipline.
- **Agency:** Develop a growth mindset and take ownership over learning.
- **Collaboration:** Be a productive member of diverse teams through strong interpersonal communication, a commitment to shared success, and leadership.
- **Oral Communication:** Communicate knowledge and thinking through effective oral presentations.
- **Written Communication:** Communicate knowledge and thinking through effective writing.

Grade Category Distribution

Category	Humanities (History, ELA, Span, Art)	STEM (Math, Science, CS)	Fitness
Agency	10%	10%	30%
Collaboration	15%	15%	40%

Knowledge and Thinking	Ranging from 30-50% depending upon subject area	30%
Oral Communication	Ranging from 10-30% depending upon subject area	N/A
Written Communication	Ranging from 20-40% depending upon subject area	N/A

Grading Scale

Letter	A+	A	A -	B+	B	B -	C+	C	C -	F
Range	100 - 97	96 - 93	92 - 90	89 - 87	86 - 83	82 - 80	79 - 77	76 - 73	72 - 70	69 - 0

Within EBIA's online gradebook, assignments will be given a score based on our grading scale. Assignments that are "missing" or "incomplete" will also be identified within the gradebook. Those students with a final trimester grade of less than 50% will receive a 50% "floor grade" as their final trimester grade.

Please note that EBIA's grading scale does not include a grade of "D." Those students scoring a 70% or above are considered to be consistently demonstrating a basic mastery of skills and content. Those students scoring below a 70% are considered to be not consistently demonstrating a basic mastery of skills and content, and therefore in need of additional support. This support may include engaging in EBIA's Revision Policy (as outlined below), attending office hours, and/or being recommended for a school support team (SST) meeting with teachers and family.

Common Rubrics:

EBIA courses will utilize the EBIA Grading Category Rubrics to assess students during project work. Teachers may choose to focus on only specific strands (rows) of the rubric at different parts of a project or different times of the year or may add rows to account for specific content knowledge that is associated with the project.

Category Grading:

Each assignment may be assessed and graded on one or more of the categories listed above. These categories are meant to communicate to the student clear information about their performance in that area and the criteria for assessment in that area should be communicated clearly. When talking about grades, teachers and students can move from "what grade did I get on the project?" to "my written communication was strong, but how could I have done better in collaboration?".

Group and Individual Grades:

All courses at EBIA will include a blend of both collaborative and individual assignments. Within a project, students will have the opportunity to be assessed multiple times. Some of these assessments will be group grades based on work completed collaboratively; however every project will also include individual assessments that will allow students to show mastery independently. Teachers may use their

discretion to modify the grades of students in the group based on observed/documentated contributions. Grades may be modified up or down, depending on the circumstances.

Self and Peer Evaluation:

During each project cycle students will evaluate themselves and their peers using the collaboration rubric. While peer evaluations will contribute to a student's overall collaboration grade, they will not be the only method of assessment and will be a smaller portion of a student's overall grade.

Academic Honesty

Please see the Behavior Policy section in the EBIA SY 18.19 Student and Parent Handbook

Revision (Sankofa) Policy:

All students are expected to master skills and content that are aligned to CA State Standards. In the spirit of continuous improvement, EBIA's revision policy is designed so that students are provided the ability to demonstrate mastery through revision and reflection.

- All assignments will be scored within two weeks of the assignment deadline.
- All students will have the opportunity to revise submitted Oral Communication, Written Communication and Knowledge and Thinking coursework that has received a score of below 85%.
- Before a revision is submitted, students must complete the designated Revision Reflection form.
- Revised assignments must be submitted within two weeks of the date upon which the assignment was scored.
- Revised assignments may receive a score of up to 85%.
- Late work may be submitted for revision, but may lose credit in the Agency category, and may not receive a score of greater than 85%.

Math Placement Policy

This policy of the East Bay Innovation Academy (the "Charter School") Board of Directors ("Board") has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

1. In determining the mathematics course placement for entering 9th grade students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:
 - a. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress ("CAASPP");
 - b. Placement tests that are aligned to state-adopted content standards in mathematics;

- c. Recommendation, if available, of each student's 8th grade mathematics teacher based on classroom assignment and grades;
 - d. Recommendation, if any, of each student's 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
 - e. Final grade in mathematics on the student's official, end of the year 8th grade report card;
 - f. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.
2. The Charter School will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher's mathematics class. The teacher's assessment will take into consideration factors which may include, but are not limited to, the student's classroom assignments, quizzes, tests, exams, and grades, classroom participation, and any comments provided by the student, the student's parent/legal guardian, and/or the student's other teachers regarding the student's mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.
 3. The Charter School Head of School, or his or her designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Charter School shall annually report the aggregate results of this examination to the Charter School Board.
 4. The Charter School offers clear and timely recourse for each student and his or her parent or legal guardian who questions the student's placement, as follows:
 - a. A parent/legal guardian of any 9th grade student may submit a written request to the Charter School Head of School, or his or her designee, that:
 - i. Requests information regarding how the student's mathematics placement was determined. Within five (5) days of receipt, the Charter School Head of School or designee shall respond in writing to the parent/legal guardian's request by providing the information, including the objective academic measures that the Charter School relied upon in determining the student's mathematics placement.
 - ii. Requests that the student retake the placement test, in which case the Head of School or designee will attempt to facilitate the retest within two (2) weeks.

- iii. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the Head of School or designee will attempt to facilitate the retest within two (2) weeks.
 - iv. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt, the Charter School Head of School or designee shall respond in writing to the parent/legal guardian's request. The Head of School or designee and the student's mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this policy. Based on this assessment, the Head of School or designee must determine whether the most appropriate mathematics placement for the student is the student's current placement or another placement, in which case the Head of School shall specify the mathematics course or level recommended for the student. The Head of School's or designee's response must provide the determination as well as the objective academic measures that the Head of School or designee relied upon in making that determination.
 - b. Notwithstanding the foregoing, if the Head of School or designee requires additional time to respond to a parent/legal guardian's request, the Head of School or designee will provide a written response indicating that additional time is needed. In no event shall the Head of School's or designee's response time exceed one (1) month.
 - c. If, after reconsideration of the student's mathematics placement by the Head of School or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the Head of School or designee, acknowledging and accepting responsibility for this placement.
5. The Charter School shall ensure that this mathematics placement policy is posted on its website.
 6. This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

PARENTAL RIGHTS

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.

Sexual Health Education

A Parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.

- Excuse their child from participation comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
 - o The date of the instruction
 - o The name of the organization or affiliation of each guest speaker
- Request a copy of Education Codes 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks may be administered to 7th and 8th grade students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey ("opt-out"). Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A Student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the school has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

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 business 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 of 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 and/or paraprofessionals. Upon request by a parent, EBIA will provide this information in a uniform and understandable format and, to the extent practicable, in a language that parents can understand.

BEHAVIOR POLICY

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 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. 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. 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**

For further questions regarding the suspension/expulsion policy please call (510) 577-9557

Dress Code

The goal of EBIA's dress code policy is to support the creation of a learning environment wherein students have the freedom for creativity and self expression, while also supporting a safe and supportive learning environment. To that end, dress code rules are as follows;

- Clothing and accessories will display messages and images only if free of explicit, profane, offensive and suggestive content.
- Clothing will cover all undergarments and torsos.
- Clothing and accessories will be free of any representations of gang affiliation.
- Clothing and accessories will be free of images and messages that promote violence and tobacco, drug or alcohol use.
- 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.

For further questions regarding the Tech Use Policy please 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

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, reminding the student of the appropriate desired behaviors, and logging the behavior as appropriate.
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 they can demonstrate to the class that they are ready to learn and re-join the community.
 - 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 may be referred to speak to an administrator.
 - 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 and/or the School will follow its suspension/expulsion policy as outlined within its Charter.

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.

Safe Haven School Policy

Affirming East Bay Innovation Academy Public School Facilities, Programs Are A Sanctuary for Immigrant Families

WHEREAS: Every student has a right to attend school free of fear, bullying and discrimination;

WHEREAS: Bullying or discrimination, for any reason, is harmful to students' emotional well-being, feeling of belonging, as well as their academic success;

WHEREAS: The Board of East Bay Innovation Academy celebrates and embraces the diversity of our students and families and the rich language and cultural contributions they bring to our school and strongly supports and encourages and advocates for equal access to participation of all parents and families in our school;

WHEREAS: Reports of potential raids by the U.S. Immigration and Customs Enforcement Office (ICE) have caused immigrant communities to fear sending and/or accompanying their children to schools and leaving their homes, even for essential medical services;

WHEREAS: ICE activities in and around schools, early education centers, and adult school facilities would be a severe disruption to the learning environment and educational setting for students;

WHEREAS: The United States Supreme Court has ruled that public schools are prohibited from denying students access to elementary and secondary public education based on their immigration status, citing that children have little control over their immigration status, the lifelong harm it would inflict on the child and society itself, and constitutional equal protection rights;

WHEREAS: East Bay Innovation Academy intends to protect and provide equal access to an education for all students and families regardless of immigration status;

NOW, THEREFORE, BE IT RESOLVED: the Board of East Bay Innovation Academy affirms its position that all students have the right to attend school regardless of the immigration status of the child or of the child's family members;

BE IT FURTHER RESOLVED: That the Board of East Bay Innovation Academy states that all students, who register for the following services and meet the federal and state criteria, are entitled to receive all school services, including free lunch, free breakfast, and educational services, even if they or their family are undocumented and do not have a social security number and that no school staff shall take any steps that would deny students access to education based on their immigration status or any steps that would deny the rights of these students to a public education;

BE IT FURTHER RESOLVED: That East Bay Innovation Academy declares its commitment that every school site, facility, and school related-convening be a welcoming place for all students and their families;

BE IT FURTHER RESOLVED: In order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, East Bay Innovation Academy shall abide by the following:

1. School personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services, including but, not limited to, the free and reduced lunch program, transportation and educational instruction.
2. School personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
3. School personnel shall not inquire about a student's immigration status, including requiring documentation of a student's legal status, such as asking for a green card or citizenship papers, at initial registration or at any other time.
4. School personnel shall not make unreasonable inquiries from a student or his/her parents for the purpose of exposing the immigration status of the child or his/her family.
5. School personnel shall not require students to apply for Social Security numbers nor should East Bay Innovation Academy require students to supply a Social Security number.
6. Because it is the general policy of East Bay Innovation Academy not to allow any individual or organization to enter a school site if the educational setting would be disrupted by that visit, any request by ICE to visit a school site should be forwarded to the East Bay Innovation Academy's Executive Director for review, in consultation with East Bay Innovation Academy's legal counsel.
7. All requests for information or documents by ICE should be forwarded to the East Bay Innovation Academy's Head of School, who in consultation East Bay Innovation Academy's legal counsel, shall determine if the information and/or documents must be released to ICE.
8. School staff shall take immediate steps to notify a student's parent or guardian if ICE or other law enforcement agencies take custody of a student from campus or questioning the student on School.
9. East Bay Innovation Academy's legal counsel, and other School personnel as designated by the Head of School, will review the impact of changes in federal immigration law programs such as Deferred Action for Childhood Arrivals (DACA) and work to prevent and mitigate the negative impact on both students and employees from the collection or storage of any personally identifiable information for immigration enforcement purposes.

BE IT FURTHER RESOLVED: That the School Operator joins the OUSD Board of Education by adopting a resolution to ensure that our facilities and programs are sanctuaries for immigrant and vulnerable students.

Academic Honesty

The EBIA 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.

Assignments for which students have engaged in plagiarism and/or copyright infringement will be scored as a zero, and students will be asked to re-submit the assignment within two weeks. In the event that a student engages in plagiarism and/or copyright infringement more than once in a given course in the school year, that student will be referred to an administrator.

COMPLAINTS

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

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, EBIA prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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 misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, EBIA will not condone or tolerate misconduct prohibited by this Policy 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 promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

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

Definitions

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 school because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by EBIA.

EBIA is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

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 individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - o Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex
- Sexual or discriminatory displays or publications anywhere in the educational environment, 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 or possessing any such material to read, display or view in the educational environment
 - o Reading publicly or otherwise publicizing in the educational 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 individual by sex in an area of the educational environment (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.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student group or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or

more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by EBIA.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of “Cyber sexual bullying” including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

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

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a

teacher, counselor, the Principal, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

EBIA acknowledges and respects every individual's right to privacy. All reports 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 reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

EBIA prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of EBIA, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

4. Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process, consistent with the procedures laid out in this Handbook and UCP Policy.

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in the Handbook for Students and Parents.

Please request a copy of the complete policy at the main office which includes the complaint form which should be completed and returned to the office.

General Complaint Policy

Notification

It is the intent of EBIA to integrate conflict resolution skills into the curriculum. Accordingly, 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, parents, and/or community members 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 student, parent, and/or community member 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 Title IX, Harassment, Discrimination, Intimidation, and Bullying 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 student, parent, and/or community member 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, discrimination on the basis of **the actual or perceived characteristics** of age, sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race or ethnicity, ancestry, immigration status, nationality, national origin, religion, religious affiliation, color, mental disability, 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, Local Control and Accountability Plans 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.

(6) Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma. 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. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent possible) the confidentiality of the parties and the integrity of the process. *The Charter School cannot guarantee anonymity of the complainant.* This includes keeping the identity of the complainant confidential. *However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant,* 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 unlawful discrimination, harassment, intimidation or bullying. 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 employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The Executive Director or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

The annual notice shall include the following:

- (a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that 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.
- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

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. The Compliance Officer 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, the 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 (5) 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 sixty (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 unlawful discrimination, harassment, intimidation or bullying 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 unlawful discrimination, harassment, intimidation or bullying 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 sixty (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 unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (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.

Please request a copy of the complete policy at the main office which includes the complaint form which should be completed and returned to the office. The form can also be found online [here](#).

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 and school zones.
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. EBIA will send notice to the student's district of residence that the student has withdrawn from EBIA, and the student's 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.

Also

**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 2018-2019 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 of the first day of school.
THANK YOU!!**



EAST BAY INNOVATION ACADEMY (EBIA)
TEAM MEMBER HANDBOOK
July 2018

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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 Back Office Administrator.

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, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- 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 and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- 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"), the Fair Employment and Housing Act "FEHA"), or laws related to domestic violence, sexual assault and stalking;
- 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 job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, 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, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); 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 and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); 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 Back Office Administrator or designee.

When EBIA receives allegations of unlawful harassment, discrimination, or retaliation, the Head of School (if a complaint is about the Back Office Administrator) or the Back Office Administrator 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 Back Office Administrator. 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 Back Office Administrator 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 Back Office Administrator 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 Back Office Administrator 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 updating Bamboo HR or by emailing the Back Office Administrator.

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 Back Office Administrator. All requests should be put in writing. 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 CFO/COO 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 CFO/COO. 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 CFO/COO.

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 Back Office Administrator. Any supervisor, manager, or staff that receives complaints of retaliation must immediately inform Head of School and the Back Office Administrator.

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. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

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 Back Office Administrator 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 must immediately 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 Back Office Administrator 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 Back Office Administrator.

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.

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 the Directors of Innovative Instruction, as well as 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 Back Office Administrator.

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 generally 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 generally 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)

Non-exempt 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 record absence from work of a half day or more. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Back Office Administrator 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 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.

Hours Worked	Number of Rest Periods
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 Back Office Administrator.

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 Back Office Administrator 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 Back Office Administrator.

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. .

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. All hourly non-exempt employees must record PTO or Sick Time for every hour of absence during their normally scheduled workday.

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 FULL-TIME 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 in Bamboo HR and receive written approval from his or her Supervisor in advance.

ACCRUAL OF PERSONAL TIME FOR FULL-TIME 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 two hundred and forty (240) 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 (10) total sick 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 Back Office Administrator). 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 Back Office Administrator, 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 (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- 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, or that of his/her dependents, 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 Back Office Administrator. 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) business 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. If an employee is receiving a partial wage replacement benefit during

the 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. 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 Back Office Administrator. 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.

If an employee is receiving a partial wage replacement benefit during the PFL 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.

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 in Bamboo Hr or emailed to the Back Office Administrator.

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 Back Office Administrator with a copy for the team member's file.
- *Verbal references:* Only the Head of School and direct Managers are permitted to provide verbal references to prospective employers of former team members.
- *Information verification:* Any EBIA current team member who receives a request for reference or information about a former team member and is not the Head of School or the former employee's direct Manager should simply refer the prospective employer to the Back Office Administrator. In this case, EBIA's policy is for the Back Office Administrator 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 Back Office Administrator 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 Head of School. 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: _____

USE AGREEMENT

THIS USE AGREEMENT made this 31st day of July, 2018, 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 for 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 1st day of August, 2018, and terminate on the 31st day of July, 2019. 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 Twenty-Five Thousand Nine Hundred and Sixty-Five Dollars (\$25,965) 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 25,551 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 Thursday until 5:00 p.m. and Friday until ½ hour before sunset or 5:00 p.m. whichever comes first. 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 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. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- 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. Licensee will hold Licensor harmless from any liabilities related to injury or property damages of Licensee, Licensee's students, Licensee's employees, or other invitees of Licensee. 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, P.O. Box 23165, Pleasant Hill, CA 94523-0165, as certificate holder and 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 Insurance.** 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 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 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.

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. Vacation or abandonment of 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 July 3, 2018.
- 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 2nd day of August, 2018, at Oakland, Alameda County, California.

BY: Michelle Cho
Licensee

GOLDEN GATE ACADEMY

Executed this 2nd day of August, 2018, at Oakland, Alameda County, California.

BY: C. Dwyer
GGA Representative

BY: Patricia A. Woodi Childs
GGA Representative

**NORTHERN CALIFORNIA CONFERENCE
OF SEVENTH-DAY ADVENTISTS**

Executed this 2nd day of August, 2018, at Pleasant Hill, Contra Costa County, California.

BY: Mark F. Worley Under Treasurer MARK F Worley
NCC of SDA Representative

BY: [Signature]
NCC of SDA Representative

USE AGREEMENT

THIS USE AGREEMENT made this 31st day of July, 2018, 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 for 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 1st day of August, 2018, and terminate on the 31st day of July, 2019. 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 Twenty-Five Thousand Nine Hundred and Sixty-Five Dollars (\$25,965) 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 25,551 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 Thursday until 5:00 p.m. and Friday until ½ hour before sunset or 5:00 p.m. whichever comes first. 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 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. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- 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. Licensee will hold Licensor harmless from any liabilities related to injury or property damages of Licensee, Licensee's students, Licensee's employees, or other invitees of Licensee. 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, P.O. Box 23165, Pleasant Hill, CA 94523-0165, as certificate holder and 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 Insurance.** 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 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 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.

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. Vacation or abandonment of 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 July 3, 2018.
- 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 2nd day of August, 2018, at Oakland, Alameda County, California.

BY: Michelle Cho
Licensee

GOLDEN GATE ACADEMY

Executed this 2nd day of August, 2018, at Oakland, Alameda County, California.

BY: C. Dwyer
GGA Representative

BY: Patricia A. Woodi Childs
GGA Representative

NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS

Executed this 2nd day of August, 2018, at Pleasant Hill, Contra Costa County, California.

BY: Mark F. Worley Under Treasurer MARK F Worley
NCC of SDA Representative

BY: [Signature]
NCC of SDA Representative



New Tech Network

ECHO AFFILIATE SCHOOL AGREEMENT

This Echo Affiliate School Agreement ("Agreement") for purpose of reference is effective as of the 1st day of July, 2018 between NEW TECH NETWORK, INC., a California non-profit corporation ("New Tech Network"), and the Board of Education of East Bay Innovation Academy ("District").

RECITALS

A. New Tech Network (sometimes referred to as NTN in the Exhibits) offers a school education program (the "New Tech Model") for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires East Bay Innovation Academy (the "Echo Affiliate School") and referred to as the "School" in the Exhibits attached hereto) to purchase certain services from New Tech Network as further set forth in the Exhibits attached hereto, including without limitation the New Tech Platform as defined in Section 1(a) and the Services as defined in Section 1(b) (collectively, the "New Tech Services") offered by New Tech Network as part of the New Tech Model, but District does not currently desire to implement the entirety of the New Tech Model and may therefore not represent itself or any of its schools as a "New Technology School". For the avoidance of doubt, this Agreement only applies to the District's Echo Affiliate School(s) named above and is and shall remain separate from any agreement between District and New Tech Network regarding any of District's schools subscribing to the full New Tech Model, and nothing herein amends or supersedes such other agreement.

C. The District has secured the necessary financial and community support for purchase of the New Tech Services as provided herein.

D. District desires to license from New Tech Network the right to use the materials, technology and platforms described further in the Exhibits hereto as forming part of the New Tech Services, and retain New Tech Network as an independent contractor to implement and provide the New Tech Services as provided for herein at the Echo Affiliate School, and New Tech Network wishes to provide such New Tech Services, on the terms and conditions hereinafter set forth.

E. New Tech Network's grant of applicable licenses and provision of the New Tech Services to District contributes importantly to the furtherance of New Tech Network's charitable and educational mission. As part of New Tech Network's charitable and educational mission, New Tech Network seeks to continually improve the New Tech Services for the benefit of current and future schools.

ECHO AFFILIATE SCHOOL AGREEMENT 2018-19
East Bay Innovation Academy

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License and Services.**

(a) *License.* New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the only the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (ii) certain resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to resource libraries and project libraries owned or licensed by New Tech Network, (collectively, “New Tech Learning Platform”); all for the sole purpose of establishing and operating the Echo Affiliate School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update. Notwithstanding anything else herein, District may not represent itself or an Echo Affiliate School as a subscriber to the New Tech Model or a “New Technology School”. Any use by the New Tech Network trade and service marks (“Marks”) by District and/or Echo Affiliate School is subject to New Tech Network’s prior written consent in each case, and is at all times subject to the Trademark Usage Policy provided by New Tech Network to District. Such consent may be revoked by New Tech Network at any time, in which case District shall immediately cease (and shall cause Echo Affiliate School to cease) all use of the Marks.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Services for the Echo Affiliate School, as such services are described in Exhibit A under the heading Services (the “Services”). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District, and that only those components, services and materials that are expressly identified in Exhibit A are included; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the Echo Affiliate School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the Echo Affiliate School’s educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District's or Echo Affiliate School's implementation of the New Tech Services (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a Echo Affiliate School under a separate agreement between the District/Echo Affiliate School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network. New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or Echo Affiliate School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the Echo Affiliate School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the Echo Affiliate School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the Echo Affiliate School.

(c) *On-going Operation of Echo Affiliate School.* New Tech Network representatives will have access to the Echo Affiliate School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to provide the New Tech Services, and to inspect the on-going operations of the Echo Affiliate School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network and its intellectual property.

(d) *Data Collection.* District will permit New Tech Network to gather school-wide data from the Echo Affiliate School for use in evaluating the on-going effectiveness of the Echo Affiliate School and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.

(e) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Services as they apply to the Echo Affiliate School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(f) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(g) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Services.

(h) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the Echo Affiliate School's employees, administrators, teachers, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a Echo Affiliate School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform. The District may create User accounts up to the total amount of authorized Users specified in Exhibit A ("Authorized User Count"), and New Tech Network shall invoice District per User at the rate set forth in Exhibit A. District shall immediately notify New Tech Network if it exceeds the Authorized User Count, and shall promptly pay any additional User fees. If District fails to notify New Tech Network and/or District has created a total number of User accounts more than 5% more than the

Authorized User Count, District shall pay New Tech Network the two times the rate set forth in Exhibit A on each User account in excess of the Authorized User Count.

3. Fees.

(a) *Fees.* Attached as Exhibit C is an agreed schedule for payment of compensation by District for the New Tech Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit C within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the New Tech Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials ("New Materials") belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network's expense) in New Tech Network's efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network's rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology and as otherwise agreed in writing by the parties, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of establishing and operating the Echo Affiliate School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students

associated with the Echo Affiliate School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's implementation and operation of the Echo Affiliate School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

5. Confidentiality.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA"), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the Echo Affiliate School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the

Echo Affiliate School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2019. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses, and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into a separate agreement (superseding this Agreement) concerning the operation of the Echo Affiliate School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a recipient of the New Tech Services; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. Notification of Claims. In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. Entire Agreement. This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. Assignment. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network or to a successor in connection with a reorganization, merger or sale of all or substantially all of New Tech Network's assets or business.

17. Amendment. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech Network deems appropriate to improve the New Tech Services, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. Recitals. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. Negotiated Agreement. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. Force Majeure. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECH NETWORK

EAST BAY INNOVATION ACADEMY

By: _____

By: Michelle Cho

Printed: _____

Printed: Michelle Cho

Title: _____

Title: COO / CFO

Date: _____

Date: 7/23/18

Mail two signed copies to:

New Tech Network
Lydia Dobyns, President & CEO
1250 Main Street, Suite 100
Napa, CA 94559



New Tech Network

Exhibit A Services

NTN Technology

NTN Echo, a Learning Management System (LMS), is an innovative online learning platform that enables School staff, students and parents to effectively manage the project-based learning (PBL) environment.

- Access for the number of users indicated in the table below to NTN Echo, including students, School and District staff, and parents.
- District may purchase additional user access to NTN Echo for an additional cost to be determined by New Tech Network.
- Components of NTN Echo include curriculum and gradebook tools designed specifically for the project-based learning environment; calendars, group interaction tools; resource sharing and other “education friendly” social functionality; reporting tools; and a robust project library. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost.
- New Tech Network provides NTN Echo training and support for the School’s Echo Tech Manager who will serve as the primary point of contact and technology support for School staff.

Echo User Access: Includes all staff and students. Does not include accounts for parents and guardians, which are provided at no additional cost.

Echo User Access:

SY 2018-19

629
(students and staff)

Additional Echo Users, over the amount specified above will be \$15 per user

Echo Training and Support:

- Pre-implementation and ongoing training for School staff and administrators
- Echo Support Desk provides support documentation available to students, staff, and parents
- Echo Tech Manager training focused on: creating and managing user accounts, creating courses, managing SIS integrations (if applicable), managing domain settings such as colors, themes, and welcome page, and accessing Echo support.

NTN SCHOOL SUCCESS RUBRIC



<p>Structures and Policies</p>	<ul style="list-style-type: none"> • Dedicated Staff: Teams will consist of 4 – 5 teachers that work with a cohort of students. Their primary teaching responsibilities are within NT Teams courses. Teams have a designated administrator supporting and overseeing the implementation and serving as the site champion.
<p>Culture and Environment</p>	<ul style="list-style-type: none"> • Learning Environment: Teams will create a connected learning environment by building positive classroom cultures, providing collaborative learning spaces, and creating authentic connections between classes. • Collaborative Learning: Teams will have dedicated time (weekly or biweekly) to meet, collaborate and discuss curriculum and teaching strategies through Critical Friends or other reflective protocols. • Network Collaboration: NT Team members will participate in network events through PL@NTN, including webinars, learning modules / badging, and other collaborative learning opportunities.
<p>Technology</p>	<ul style="list-style-type: none"> • IT Administrator: The school will designate an IT Administrator that will serve as the point person to NTN. • Technology: 1:1 student to networked computer ratio in all classrooms. Devices will meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document. • Network Capacity: School will have a fully functioning network enabling student access to the Internet with 99% uptime. • Echo Use: NT Teams staff fully implements the New Tech Learning Management System (Echo™). • Email Accounts: Staff and students in NT Teams classes must have email accounts. Accounts for staff and students must be in the same domain, and that domain must be unique to the school.
<p>Data / Reporting</p>	<ul style="list-style-type: none"> • Data Sharing: Teams will provide an array of data to NTN to help assess implementation and impact of the implementation, which may include sample units, de-identified student work samples, and benchmark / state assessment data.



New Tech Network

**Exhibit C
Fee Schedule**

Phase	Fee Amount	NTN Invoice Date
SY2018-19 support	\$12,435	Upon receipt of signed agreement -or- August 1, 2018
Total NTN fees not to exceed*	\$12,435	

* With the exception of "make-up" training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network's option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To insure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.



New Tech Network

Please complete School invoicing information:

School Name	East Bay Innovation Academy
Accounting Contact	Amanda Okamoto
Title	Back office admin
Street Address	3400 Malcolm Ave.
City, State, Zip	Oakland, CA 94605
Email address	accounting@eastbayia.org
Phone number	510-517-9557 510-517-9557 x127
Fax number	

Please indicate your preferred delivery method of NTN invoices:

Mail Email Fax

Purchase Orders:

Are purchase orders required in order for your school to pay invoices? Yes No

If yes, please identify point of contact to initiate purchase order request (if different than above).

Contact	
Title	
Email address	
Phone number	

ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE
Between Revolution Foods, Inc. and East Bay Innovation Academy

Meal Vendor: Revolution Foods, Inc. 8383 Capwell Dr. Oakland, CA 94621
--

Receiving Sponsor: East Bay Innovation Academy 3400 Malcolm Avenue, Oakland, CA 94605

Agreement Number:	Vendor Number:
--------------------------	-----------------------

This addendum, executed in duplicate, entered into on June 30, 2018 between the Meal Vendor, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, East Bay Innovation Academy, hereinafter referred to as EBIA, is created for the purpose of the following:

A. Agreement Period

As allowed by Federal procurement guidelines, contracts may be renewed by mutual agreement for up to four additional one-year periods (a.k.a. Option Years) following the Base Year, with price negotiable. At time of renewal, both Revolution Foods and EBIA shall execute an agreement addendum/amendment stating the extended agreement period.

Option Year 3: This agreement will begin on July 1, 2018 and will end June 30, 2019.

Option Year 2: Period beginning July 1, 2017 and ending June 30, 2018.

Option Year 1: Period beginning July 1, 2016 and ending June 30, 2017.

Base Year: Period beginning July 21, 2015 and ending June 30, 2016.

B. Meal Price

Revolution Foods will charge EBIA the following prices beginning July 1, 2018. Menu patterns follow the National School Lunch Program for grades PK, K-5, 6-8, 9-12.

Meal	# of Full Serving Days	Average Minimum # of Meals per Day	Price per Meal
Breakfast, cold	168	25	\$1.88
Lunch	168	95	\$3.40 for grades 6-8 \$3.45 for grades 9-12 \$4.25 + tax for faculty/adults

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Name and Title of EBIA Official
Joyce Huang, Director Contracts	
Signature and Date of Revolution Foods Official	Signature and Date of EBIA Official
Date:	Date:

Cover Sheet

Spring 2018 SBAC and AP Results

Section: V. Academic Excellence
Item: A. Spring 2018 SBAC and AP Results
Purpose: Discuss
Submitted by:
Related Material: Aug2018.BoardSlides.pdf

Academic Excellence

Aug. 23rd, 2018



Spring 2018 Test Results



SBAC and NWEA MAP - SY 17.18

Grade Level	Fall 2017 Proficiency Rate	Spring 2018 Proficiency Rate	Rate Change
Grade 6 (Class of 2024)	ELA - 40%, Math - 24% (Fall 2017 NWEA MAP)	ELA - 42%, Math - 44% (Spring 2018 SBAC)	ELA: 2% Math: 20%
Grade 7 (Class of 2023)	ELA - 47%, Math - 34% (Spring 2017 SBAC)	ELA - 53%, Math - 48% (Spring 2018 SBAC)	ELA: 6% Math: 14%
Grade 8 (Class of 2022)	ELA - 60%, Math - 51% (Spring 2017 SBAC)	ELA - 61%, Math - 52% (Spring 2018 SBAC)	ELA: 1% Math: 1%
Grade 9 (Class of 2021)	ELA - 52%, Math - 29% (Fall 2017 NWEA MAP)	ELA - 61%, Math - 38% (Fall NWEAP MAP)	ELA: 9% Math: 9%
Grade 10 (Class of 2020)	ELA - 41%, Math - 21% (Fall 2017 NWEA MAP)	ELA - 36%, Math - 23% (Fall NWEAP MAP)	ELA: -5% Math: 2%

AP World History Pass Rates

- National pass rate - 56% (students in grades 9-12)
- EBIA pass rate - 49% (students in grades 9-10)

Group	Pass Rate
Grade	9th Grade - 38%, 10th Grade - 61%
Gender	Male - 57%, Female - 35%
Race	Latino - 43%, Black - 13%, White - 77%, Asian - 67%, Multi-Racial - 44%
FRL	FRL - 64%, Not FRL - 44%

Summer 2018 Report Out



Summer School Program

- Lower School
 - Extended school year for students with IEPs
 - Academic intervention programming
- Upper School
 - Credit recovery for those students who did not pass a class
 - 73% of students passed one or more recovery courses

SY 18.19 Programs



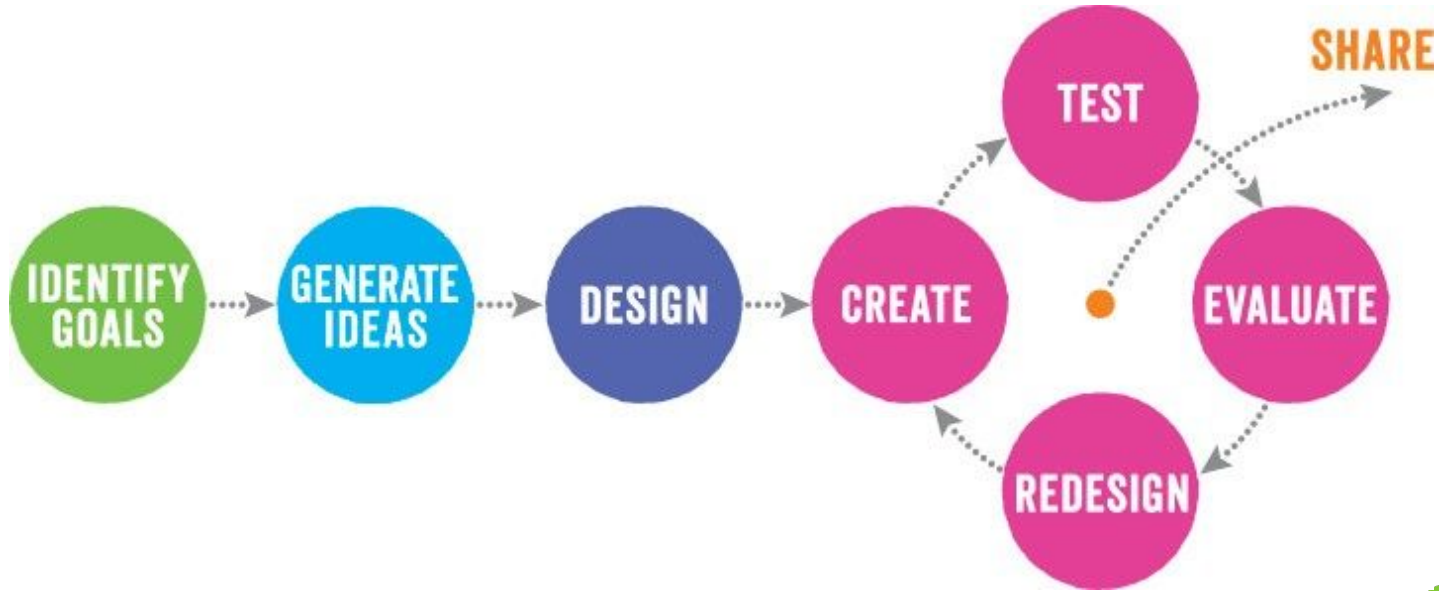
Mission

- 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.

Why set priorities?

- Ensure a shared mission and vision
- Move the needle as a group vs. as an individual
- Keep a sense of coherence across classrooms and campuses
- Explicit and transparent leadership

How do we set priorities?



How do we set priorities?

- **Identify Goals** through data review
 - Internal staff surveys (Fall and Winter)
 - Seneca School Culture and Climate survey (SCAI)
 - Panorama Culture and Climate survey
 - Co-Vitality student surveys
 - PEP goal progress and reflection
 - Student Growth Data (NWEA MAP, AP exams, grades, SBAC)
 - EBIA Cafelito family feedback sessions
 - Charter renewal feedback sessions

How do we set priorities?

- **Generate Ideas** through collaboration
 - Academics Committee (with MDC PD arc)
 - SEL Committee
 - Hiring Committee
 - 1:1 coaching conversations
 - Team Meetings - GLT, Dept., Advisory
 - ETA leadership team
 - Student Government
 - Parent Advisory Council (PAC)

How do we set priorities?

- **Design, Evaluate and Redesign** through workshopping
 - Pilot programs - High Resolves, Common Rubrics, Grade categories, Behavior Logs
 - Exemplar materials review - New Tech, Summit, DSST, High Tech High, SELPA
 - Materials draft, feedback and revision throughout spring and summer

Identified Areas of Strength

- Instruction
 - Cooperative learning
 - Growth mindset (improvement through challenging self)
 - Above average math and reading growth for FRL, EL, IEP and Latino students
- Culture and Climate
 - Welcoming to parents
 - Climate of inclusion

Identified Areas of Growth

- Instruction
 - Self-Efficacy (belief in ability to meet teacher expectations)
 - Student and family systems confusion
 - Equitable proficiency rates across all demographic groups
- Culture and Climate
 - Student sense of belonging
 - Making SEL and advisory more meaningful
 - Clear and consistent expectations and response systems for behavior across classrooms

SY 18.19 Instructional Priority

- **Mission**

- Through an emphasis on equity based instruction, we will increase support and academic growth for our highest need students.

- **Priority**

- Improve upon our culturally relevant and responsive teaching practice to meet the needs of all learners.
- Decrease the gap that exists in academic achievement across demographic groups.
- Increase clarity and consistency of academic expectations across all classrooms.

- **Plan**

- Codify and implement a unified Upper and Lower School academic policy.
- Implement common academic rubrics across all classrooms in the categories of agency, collaboration, oral communication, written communication and knowledge and thinking.
- Focus professional development and coaching on priority areas.

Instructional updates will look like...

- Unified academic policy and supporting LMS across Upper and Lower
- Implementation of common rubrics across Upper and Lower
- A focus on CRT across curriculum planning, coaching and growth analysis

SY 18.19 Culture and Climate Priority

- **Mission**

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

- **Priority**

- Improve upon positive school culture and climate practices and systems.
- Model restorative practices across staff relationships and personal practice.
- Increase clarity and consistency of behavioral expectations across all classrooms.

- **Plan**

- Codify and implement a unified Upper and Lower School behavioral policy and house system.
- Implement shared SEL and advisory weekly schedule across all advisories.
- Focus professional development and coaching on priority areas.

Culture and Climate updates will look like...

- Resource allocation that prioritizes culture and climate
- Implementation of a unified house system across Upper and Lower
- Implementation of a unified SEL program across Upper and Lower
 - SEL Curriculum - High Resolves
 - Weekly advisory schedule

College Readiness



College Readiness

- Who I Am
 - College admission
 - College counseling
- College Philosophy
 - Everyone has ability to go
 - Exposure, Belief , Innovation, Academics

College Readiness- Important Dates

- **August-November:** Colleges on Upper School Campus
 - All tiers of selectivity & institution type
 - Concurrent enrollment opportunities
- **September- October:** One-on-Ones with 11th Grade Families
- **September 13th:** UChicago College Readiness Night
- **October 10th:** All-EBIA PSAT Testing Day
- **October 20th:** UCB College Information Day
- **February 9th:** All-EBIA ACT Testing Date
- **March 10th:** All-EBIA SAT Testing Date
- **TBA Spring:** college visits, EBIA College Fair

Cover Sheet

2017 -2018 EBIA Unaudited Financials for OUSD

Section: VI. Finance and Development
Item: A. 2017 -2018 EBIA Unaudited Financials for OUSD
Purpose: Vote
Submitted by:
Related Material: EBIA financial summary for Aug 2018 board meeting.pdf
EBIA_Unaudited Actuals_17-18.pdf



Unaudited Actuals

FY 2017-18

EBIA, August 2018

\$33K operating income in FY 17-18

		Revised Budget	Previous Month's Forecast	Unaudited Actuals	(Previous vs. Current Forecast)
SUMMARY					
Revenue					
	LCFF Entitlement	3,840,102	3,840,467	3,839,614	(853)
	Federal Revenue	299,520	142,862	189,407	46,544
	Other State Revenues	602,853	767,770	734,472	(33,298)
	Local Revenues	166,498	178,513	159,873	(18,640)
	Fundraising and Grants	612,900	473,000	459,359	(13,641)
	Total Revenue	5,521,872	5,402,612	5,382,725	(19,887)
Expenses					
	Compensation and Benefits	3,477,487	3,383,674	3,315,857	67,817
	Books and Supplies	243,086	243,925	235,900	8,025
	Services and Other Operating Expenditures	1,800,448	1,774,809	1,797,101	(22,293)
	Depreciation	-	-	-	-
	Total Expenses	5,521,021	5,402,408	5,348,858	53,549
	Operating Income	851	204	33,867	33,662

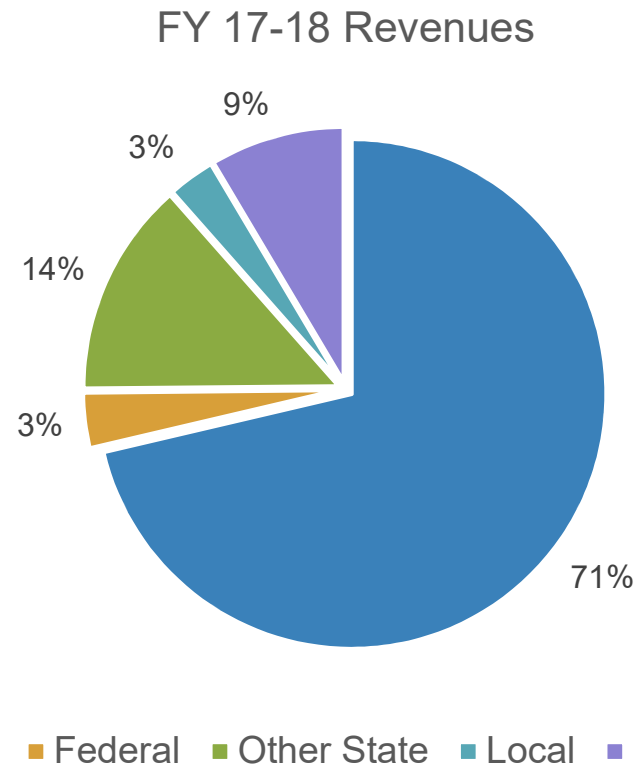
Fund balance at \$498K (9% of expenses)



Revenue Highlights

FY 17-18 revenues: \$5.4M

- State and federal rev driven largely by ADA (469.7)
 - Special Education rev: \$557K
- Local rev includes Oakland Measure N and G1 (\$124K)
- Fundraising rev (\$459K) includes \$200K Silicon Valley Schools

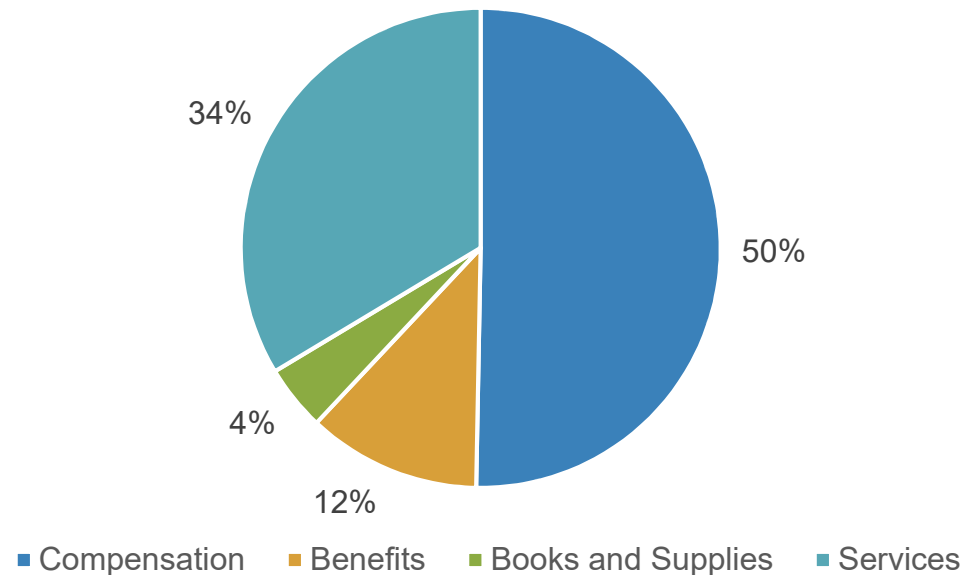


Expense Highlights

FY 17-18 expenses: \$5.4M

- Compensation and benefits (\$3.3M)
- Special education (\$1M)
- After School Quest (\$60K)
- Intersession services (\$150K)
- Food services (\$65K)

FY 17-18 Expenses



**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2017 to June 30, 2018**

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

To the entity that approved the charter school:

() 2017-18 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:

() 2017-18 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: _____ Title: _____

To the Superintendent of Public Instruction:

() 2017-18 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)

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

July 1, 2017 to June 30, 2018

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	2,661,747.00		2,661,747.00
Education Protection Account State Aid - Current Year	8012	93,936.00		93,936.00
State Aid - Prior Years	8019	(978.00)		(978.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,084,909.00		1,084,909.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		3,839,614.00	0.00	3,839,614.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		33,705.00	33,705.00
Special Education - Federal	8181, 8182		128,298.00	128,298.00
Child Nutrition - Federal	8220		27,403.88	27,403.88
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	189,406.88	189,406.88
3. Other State Revenues				
Special Education - State	StateRevSE		429,350.00	429,350.00
All Other State Revenues	StateRevAO	146,776.02	158,345.80	305,121.82
Total, Other State Revenues		146,776.02	587,695.80	734,471.82
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	494,791.17	124,441.00	619,232.17
Total, Local Revenues		494,791.17	124,441.00	619,232.17
5. TOTAL REVENUES				
		4,481,181.19	901,543.68	5,382,724.87
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,476,624.27	220,099.81	1,696,724.08
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	338,283.18	64,302.95	402,586.13
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,814,907.45	284,402.76	2,099,310.21
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	35,799.53	149,127.14	184,926.67
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	181,964.76	0.00	181,964.76
Clerical and Office Salaries	2400	159,272.12	0.00	159,272.12
Other Noncertificated Salaries	2900	65,036.52	0.00	65,036.52
Total, Noncertificated Salaries		442,072.93	149,127.14	591,200.07

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

July 1, 2017 to June 30, 2018

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	247,783.30	39,228.21	287,011.51
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	67,785.09	12,469.06	80,254.15
Health and Welfare Benefits	3401-3402	178,829.15	31,282.03	210,111.18
Unemployment Insurance	3501-3502	14,952.39	2,731.37	17,683.76
Workers' Compensation Insurance	3601-3602	27,175.28	3,110.84	30,286.12
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		536,525.21	88,821.51	625,346.72
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	0.00	5,443.87	5,443.87
Books and Other Reference Materials	4200	0.00	1,806.08	1,806.08
Materials and Supplies	4300	67,205.28	19,217.96	86,423.24
Noncapitalized Equipment	4400	76,881.29	82.56	76,963.85
Food	4700	10,713.14	54,549.62	65,262.76
Total, Books and Supplies		154,799.71	81,100.09	235,899.80
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	1,946.31	85.60	2,031.91
Dues and Memberships	5300	7,493.16	0.00	7,493.16
Insurance	5400	32,277.99	0.00	32,277.99
Operations and Housekeeping Services	5500	167,256.46	0.00	167,256.46
Rentals, Leases, Repairs, and Noncap. Improvements	5600	147,862.29	174,226.72	322,089.01
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	679,128.31	571,578.09	1,250,706.40
Communications	5900	15,246.47	0.00	15,246.47
Total, Services and Other Operating Expenditures		1,051,210.99	745,890.41	1,797,101.40
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		3,999,516.29	1,349,341.91	5,348,858.20

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

July 1, 2017 to June 30, 2018

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)		481,664.90	(447,798.23)	33,866.67
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(447,798.23)	447,798.23	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(447,798.23)	447,798.23	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		33,866.67	0.00	33,866.67
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	497,956.43		497,956.43
b. Adjustments/Restatements	9793, 9795	(33,443.43)		(33,443.43)
c. Adjusted Beginning Fund Balance /Net Position		464,513.00	0.00	464,513.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		498,379.67	0.00	498,379.67
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	498,379.67	0.00	498,379.67

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

July 1, 2017 to June 30, 2018

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	383,724.89		383,724.89
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	553,202.16		553,202.16
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	94,803.56		94,803.56
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		1,031,730.61	0.00	1,031,730.61
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	433,346.33		433,346.33
2. Due to Grantor Governments				
	9590			0.00
3. Current Loans				
	9640			0.00
4. Unearned Revenue				
	9650	(1.39)		(1.39)
5. Long-Term Liabilities (accrual basis only)				
	9660-9669	100,006.00		100,006.00
6. TOTAL LIABILITIES		533,350.94	0.00	533,350.94
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)				
		498,379.67	0.00	498,379.67

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

July 1, 2017 to June 30, 2018

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
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			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, 2017 to June 30, 2018

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 2016-17 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2019-20.

a. Total Expenditures (B8)	5,348,858.20
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]	189,406.88
c. Subtotal of State & Local Expenditures [a minus b]	5,159,451.32
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]	\$ 5,159,451.32

Cover Sheet

PCSD project management of prop 51 construction

Section: VII. Facility
Item: B. PCSD project management of prop 51 construction
Purpose: Vote
Submitted by:
Related Material: PCSD_EBIA agreement_DRAFT.pdf

PROJECT MANAGEMENT AGREEMENT

by and between

EAST BAY INNOVATION ACADEMY

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of _____, 2018

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this "**Agreement**") is dated for reference purposes only as of _____, 2018 ("**Effective Date**") by and between EAST BAY INNOVATION ACADEMY, a California non-profit public benefit corporation ("**Client**"), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation ("**Pacific**"), for professional services in connection with the project described on Exhibit A (the "**Project**"). Client and Pacific are herein referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

Client desires to retain Pacific to provide Services (as defined herein) in support of the Project and Pacific is willing to provide such Services according to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

1. PACIFIC'S ENGAGEMENT AND SERVICES.

1.1 **Services.** Pacific agrees to provide to Client the development and project management services described in Exhibit B and elsewhere in this Agreement for the Project (collectively, (the "**Services**"). Pacific shall provide sufficient organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The term of Pacific's engagement shall be deemed to have commenced as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) four (4) years from the Effective Date. The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the termination date referenced in the immediately preceding sentence.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without Pacific's prior written consent, except for a termination for cause or convenience as provided below.

1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party (the "**Breaching Party**") commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days of receipt of the other Party's (the "**Non-Breaching Party**") written notice to the Breaching Party of such breach demanding such cure. If such breach is curable but not within such ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan.

(b) Termination for Convenience.

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving Pacific prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b) the termination shall be effective immediately upon receipt of the termination notice by Pacific.

ii. **By Pacific.** Pacific may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar days prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Pacific pursuant to this Section 1.4(b) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, Pacific shall deliver to Client all materials relating to the Project received by Pacific from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties, Pacific shall discontinue the provision of any Services on the date the termination is effective. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that Pacific had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement.

1.5 **Exclusions from Services.** Pacific is not licensed to and does not provide any of the services listed below:

- ◆ Architectural, Engineering or other Design Services
- ◆ General Contracting
- ◆ Legal Services
- ◆ Safety Program Design or Enforcement
- ◆ Accounting Services
- ◆ Investment Advisory Services
- ◆ Municipal Advisory Services
- ◆ Environmental Assessment or Monitoring
- ◆ Quantity Surveying or Cost Estimating
- ◆ FF&E and low voltage procurement, coordination, or installation
- ◆ Property Management

As such, Pacific shall not be named as a party to any action brought by Client in matters of design errors and omissions, construction defects, jobsite accidents, or any other event relating to the above services (collectively "**Excluded Services**") and shall be specifically indemnified and held harmless by Client and by the general contractors, sub-contractors, architects and other design consultants contracted with by Client and working on the Project against actions brought by others against Pacific for Excluded Services, unless arising out of and attributed to Pacific's gross negligence or willful misconduct. Client shall cause its contracts with such third parties to contain a written indemnification in form reasonably satisfactory to Pacific.

Moreover, Pacific shall not have any formal control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in association with the Project, all of which shall be the responsibility of the general contractor for the Project (the "**GC**"). Pacific shall not be responsible for the GC's failure to carry out the Project schedule or any aspect of the Project in accordance with the contract documents or any permits associated with the Project. Pacific shall not have control over or charge of acts or omissions of the GC, its subcontractors, the Architect or other design professionals, or their agents or employees, or of any other persons engaged by any party to perform work on the Project. Pacific shall have no responsibility for the Project design or for ensuring that such design or its implementation is in compliance with applicable laws and codes. Pacific shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site.

1.6. **No Fiduciary Responsibility.** The duties and obligations of Pacific hereunder shall be determined solely by the express provisions of this Agreement, and Pacific is not acting as a fiduciary for Client. Pacific shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against Pacific.

2. **PACIFIC AND OWNER'S RESPONSIBILITIES.**

2.1 **Pacific Responsibility.** Pacific shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. Client shall delegate to Pacific the overall responsibility for making decisions in respect to the Project consistent with Pacific's scope of Services as defined herein, and after Pacific's consultation with Client's Representative. Pacific shall, subject to Section 1.3, accede to Client's decisions in all such matters so long as such decisions do not interfere with Pacific's obligations under this Agreement. In such event, Client and Pacific shall meet and confer as soon as practical given the materiality of the matter at issue. Pacific shall not be required to take any action with respect to such matter at issue until Client and Pacific shall resolve said matter; provided however, Pacific shall continue providing Services that are not at issue as aforesaid in order to advance the Project. Pacific shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by or through Client. Pacific's representative for the Services provided is Carolyn Choy.

2.2 **Client Responsibility.**

(a) Client shall cooperate fully with Pacific's efforts in completing the tasks to be undertaken by Pacific under this Agreement.

(b) Client shall be responsible for paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by Pacific that are received by Pacific from third parties and which Pacific has reviewed for accuracy. PCSD shall use its best reasonable efforts to review invoices from third parties and provide the same with PCSD's comments to Client no later than ten (10) business days after the date of receipt of such invoices.

(c) Client shall: (i) provide to Pacific full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's representative for the Project is Rochelle Benning.

3. **PROFESSIONAL SERVICES FEE.** The Parties understand and agree that Client is not compensating PCSD for the provision of Services under this Agreement. PCSD is receiving a grant from philanthropic sources to compensate it for the Services hereunder.

4. **INDEPENDENT CONTRACTOR.**

4.1. **Status.** Pacific is an independent contractor of Client and shall not perform the Services under this Agreement as an employee of Client. Client shall have no right to control or direct the method, details or means by which Pacific performs the Services required under this Agreement. Pacific shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client.

4.2. **Compliance.** Pacific assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Pacific further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to Pacific's employees for services rendered and compensation paid under this Agreement.

5. **INSURANCE AND INDEMNITY.**

5.1 **Client's Liability Insurance.** Client shall maintain insurance policies for commercial general liability insurance, builder's risk insurance, and such other insurance for the Project as will protect Client and Pacific against claims, including construction defect claims, which may arise from the Project and/or this Agreement. Any such policies shall name Pacific as an additional insured.

5.2 **Contractors Liability Insurance.** Client shall require all contractors, subcontractors and suppliers performing work or providing materials to the Project to maintain commercial general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) and to cause Client and Pacific to be named as additional insureds on such policies. All written contracts with contractors, subcontractors and suppliers shall require the above.

5.3 **Indemnity by Client.** Client shall indemnify, defend and hold harmless Pacific and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Project, or any breach by Client of its obligations hereunder, or any willful misconduct or active negligence of Client, but excepting therefrom any Losses and Liabilities which arise out of or in connection with any negligence or willful misconduct of Pacific or any breach by Pacific of this Agreement. This indemnity specifically includes acts taken by Pacific in connection with the Project prior to the execution of this Agreement.

5.4 **Indemnity by Pacific.** Pacific shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees arising out of or in connection with any willful misconduct or negligence of Pacific or any breach by Pacific of this Agreement, but excepting therefrom any Losses and Liabilities which arise out of or in connection with any negligence or willful misconduct of Client or any breach by Client of this Agreement.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages.

6. **DISPUTE RESOLUTION.**

6.1. **Waiver of Jury Trial.** ANY DISPUTE ARISING BETWEEN THE PARTIES RELATING TO THE TERMS OR PERFORMANCE OF THIS AGREEMENT SHALL BE ADDRESSED AS PROVIDED BELOW, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY TO THE EXTENT ALLOWED BY LAW.

6.2. **Claim Requirements.** As a condition precedent to a Party pursuing a claim, such Party shall first file with the other Party a written claim setting forth its position, which must at least include the following: (i) a narrative of pertinent events; (ii) citation to relevant provisions of this Agreement; (iii) such Party's theory and justification for entitlement; and (iv) requested resolution.

6.3. **Informal Resolution.** In the event of a dispute, the Parties shall meet and confer in good faith in an effort to resolve such dispute. Each Party shall continue performing its obligations under this Agreement throughout the course of any dispute.

6.4. **Mediation.** If the Parties are unable to resolve their disputes informally as provided above, the parties shall seek to resolve their disputes through good faith mediation conducted by a mediator mutually acceptable to the Parties.

6.5. **Judicial Reference.**

a. IF THE PARTIES ARE UNABLE TO RESOLVE THEIR DISPUTES INFORMALLY OR THROUGH MEDIATION AS PROVIDED ABOVE, THEN WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUB PARAGRAPH b BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. VENUE FOR THE REFERENCE PROCEEDING WILL BE IN ALAMEDA COUNTY, CALIFORNIA.

b. UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

c. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

d. THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL

RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

e. THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

7. GENERAL PROVISIONS.

7.1 Attorneys' Fees. If any Party commences or is made a Party to a lawsuit, arbitration or other proceeding to enforce or interpret this Agreement, the prevailing Party in such proceeding shall be entitled to recover from the other Party all reasonable attorneys' fees and other costs incurred in connection with such proceeding, including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one (1) business day after delivery by overnight courier or facsimile (provided that the sender retains a printed confirmation of delivery to the facsimile number provided below), or (iii) three (3) business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the Parties at their addresses set forth below, or such other address designated from time to time in writing by such Party to the other Party.

Pacific Charter School Development, Inc.
600 Wilshire, Suite 200
Los Angeles, CA 90017
Fax: (213) 542-4701
Attention: John Sun, CEO

East Bay Innovation Academy
XXXXX
Oakland, CA XXXX
Phone: [() -]
Fax: [() -]
Attention: []

7.3 Amendment and Waiver. This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law's provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.6 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.7 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.8 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.9 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between Pacific, Client, and their respective predecessors.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Project Management Agreement effective as of the date set forth above.

EAST BAY INNOVATION ACADEMY

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: John Sun
Title: Chief Executive Officer

EXHIBIT A

PROJECT DESCRIPTION

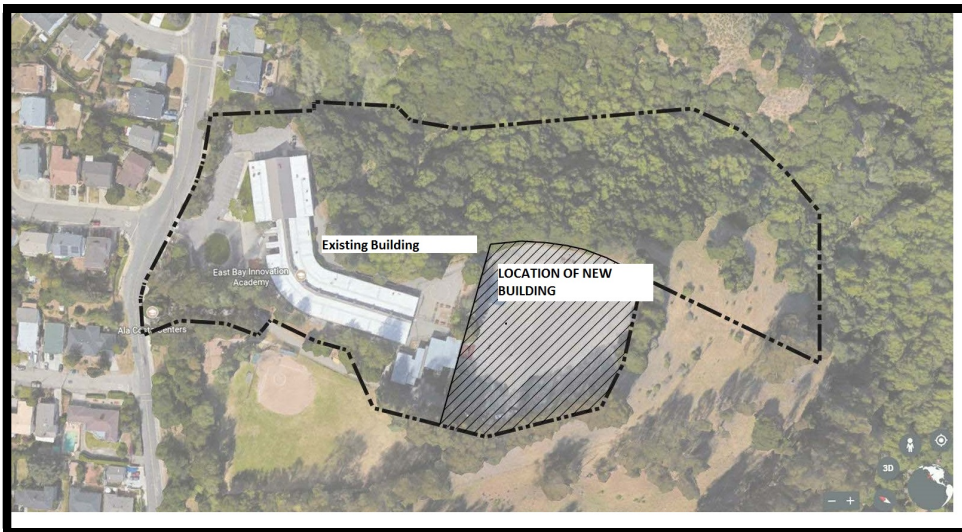
East Bay Innovation Academy ("**EBIA**") is a college preparatory public charter school chartered by Oakland Unified School District ("**OUSD**") currently serving grades 6-10. EBIA currently serves grades 6-8 at the OUSD Marshall Campus located at 3400 Malcolm Ave, Oakland, CA, and grades 9-10 at 3800 Mountain Blvd, Oakland, CA.

EBIA applied for and received a combined project funding in the amount of \$15.0 million (\$4.8 million in rehabilitation funding + \$10.2 million in new construction funding). This Project is state-funded by Proposition 51, part of the Charter School Facilities Program (CSFP) through the Office of Public School Construction (OPSC). As such, it must comply with state agency requirements including (but not limited to) California Department of Education (CDE), Division of the State Architect (DSA), California Geological Survey (CGS), and Department of Toxic Substances Control (DTSC).

After finalizing the Facilities Use Agreement with OUSD and receiving the design apportionment funding, the current plan is for the design, planning and permitting process to take ~12-18 months followed by ~12-18 months of construction.

EBIA plans to serve grades 6-12 at the OUSD Marshall Campus. In order to do so, the Project will entail the assessment and rehabilitation of the existing ~27,000 sf building. EBIA further intends to develop a new construction building for the high school, and associated sitework. The new building as currently planned will support 440 students in grades 9-12 and have the following characteristics:

1. 13 standard classrooms and 3 science labs with associated storage/prep spaces.
2. Adequate girls, boys, gender neutral student restrooms, and faculty restrooms
3. Admin space, server room, kitchen servery, and storage/custodial closets.



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EXHIBIT B

Scope of Services – Charter School Facilities Program (CSFP) Project

Project: **East Bay Innovation Academy**
3400 Malcolm Ave, Oakland, CA

PLANNING	Responsible Party	
	Primary	Supporting
Administration		
Establish protocols and procedures for communication and decision-making with Project leadership	PCSD	CLIENT
Issue and maintain Project directory	PCSD	CLIENT
Original Budget and Financing		
Create full Project budget (excluding FF&E) aligned with CSFP application and grant award	PCSD	CLIENT
Create FF&E Project budget	CLIENT	PCSD
Prepare Project cash flow	PCSD	CLIENT
Analyze potential financing structure and facilitate selection (if applicable)	PCSD	CLIENT
Source potential funders and lenders (if applicable)	PCSD	CLIENT
Create, submit, coordinate requests for financing packages (if applicable)	PCSD	CLIENT
Address potential lender needs (requests, due diligence) (if applicable)	PCSD	CLIENT
Manage selection of funder and lender and negotiate terms for approval by Client (if applicable)	PCSD	CLIENT
Manage loan application and filing of closing documents (if applicable)	PCSD	CLIENT
Apply for government financing (if applicable)	CLIENT	PCSD
Apply for government grants	CLIENT	PCSD
Schedule		
Generate Project schedule	PCSD	CLIENT
Identify key Client and Project milestones	PCSD	CLIENT
ADMINISTRATION	Responsible Party	
	Primary	Supporting
Site Control / Due Diligence		
Negotiate LOIs/Lease (if applicable)	CLIENT	PCSD
Arrange for right of entry (if applicable)	CLIENT	PCSD
Collect and review existing due diligence reports	PCSD	CLIENT
Coordinate transaction components (ex. ALTA, title) (if applicable)	PCSD	CLIENT
Review easements and covenants	PCSD	CLIENT
Manage entitlements and variances	PCSD	CLIENT

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East Bay Innovation Academy
Project: 3400 Malcolm Ave, Oakland, CA

Team Assembly - A&E / Consultants / Preconstruction Contractor*	Responsible Party	
	PCSD	CLIENT
Manage RFP preparation, proposal review, interview, and selection process of various Client contracts and services (for final acceptance and execution by Client)	PCSD	CLIENT
- Architect & Engineering (Structural, MEP, Civil, Landscape Architect, etc.), including Cost Estimator		
- Surveyor (ALTA, Topo, wall check, building plat, etc.)		
- Geotech Engineer		
- Environmental Consultant (Phase 1, Hazmat Surveys, etc.)		
- Lead and Asbestos Consultant/Industrial Hygienist		
- CEQA Consultant		
- Traffic Engineer		
- Permit Expeditor (if applicable)		
- 3rd Party Plan Review (if applicable)		
- General Contractor(s)		
- Wage Scale Monitoring, if not provided by GC		
- 3rd Party Code Inspections (Inspector of Record)		
- Special Inspections / Testing Services		
- Facilitate Access Control / Security [as directed by Client]		
- Facilitate Audio / Visual [as directed by Client]		
- Facilitate Communication Cabling [as directed by Client]		
- Commissioning Agent		
Negotiate and finalize contract terms including fees	CLIENT	PCSD
Approvals / Compliance		
Coordinate any documentation needed by financing (if applicable)	PCSD	CLIENT
Coordinate submission to state agencies (CGS, DTSC, CDE, DSA)	PCSD	CLIENT
Coordinate submission to state agencies (OPSC, CSFA)	CLIENT	PCSD
Work with Architect to manage any approvals by local county/city entities (if applicable)	PCSD	CLIENT
Work with Architect to manage LEED / CHPS requirements and certification (if applicable)	PCSD	CLIENT
Manage Project Labor Agreement (PLA) (if applicable)	PCSD	CLIENT
Manage Owner (School District) requirements (if applicable)	CLIENT	PCSD

* PCSD is primary for Team Assembly, though final selection will be done by Client and legal review will be provided by Client's attorney.

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DESIGN	Responsible Party	
	Primary	Supporting
Administrative		
Work with Architect to facilitate design meetings, including setting the agenda	PCSD	CLIENT
Review and edit A&E meeting minutes	PCSD	CLIENT
Present Project to School and/or Charter School Board, as needed	CLIENT	PCSD
Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)	CLIENT	PCSD
Programming		
Work with Architect to outline program of spaces (indoor and outdoor)	CLIENT	PCSD
Verify LEED/CHPS/sustainability strategy	PCSD	CLIENT
Generate performance criteria / specifications for Client's technical systems:	CLIENT	PCSD
- Information Technology		
- Access Control / Security		
- Audio / Visual		
- Communications		
Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
Issue updates, as needed, if programming changes may impact the Project design	CLIENT	PCSD
Budget & Schedule Tracking		
Work with Architect to manage contractor cost estimating of design packages	PCSD	CLIENT
If required, manage value engineering effort to ensure costs are consistent with Client budget goals	PCSD	CLIENT
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):	PCSD	CLIENT
Update cash flow projections	PCSD	CLIENT
Review and approve all invoices related to Project budget commitments	PCSD	CLIENT
Process all Project invoices for payment after review and approval	CLIENT	
Package and coordinate monthly invoice package and budget update	PCSD	CLIENT
Manage design team to ensure design packages are issued in accordance with Project Schedule	PCSD	CLIENT
Monitor and maintain overall Project schedule	PCSD	CLIENT
Quality Control		
Facilitate Architect's receipt of design feedback from Client at key stages of design	PCSD	CLIENT
Draft and issue approval memo to proceed into next phase of design	PCSD	CLIENT
Provide initial 'design submission' to any reviewing entities	PCSD	CLIENT
FF&E		
Prepare and update list of FF&E items to be purchased	CLIENT	
Facilitate design coordination between Architect and Client related to FF&E requirements	PCSD	CLIENT

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	Responsible Party	
Permitting & Utilities		
Monitor and participate in researching, submitting and securing approvals from all applicable agencies (e.g., environmental, regulatory, etc.)	PCSD	CLIENT
With Architect and Engineer(s), coordinate applications for securing new and/or replacement utility services:		
- Water	PCSD	CLIENT
- Gas	PCSD	CLIENT
- Electricity	PCSD	CLIENT
- Phone	CLIENT	PCSD
- Internet Service Provider	CLIENT	PCSD
CONSTRUCTION	Primary	Supporting
Administrative		
Attend regular construction team meetings	PCSD	CLIENT
Review and edit contractor meeting minutes	PCSD	CLIENT
Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
Bidding		
Work with attorney to ensure compliance with Public Contract Code	PCSD	CLIENT
Facilitate provision of contract(s) by Client's attorney	CLIENT	PCSD
Review bid documents	PCSD	CLIENT
Manage the construction bid process	PCSD	CLIENT
Review overall proposed Schedule of Values	PCSD	CLIENT
Budget & Schedule Tracking		
Prepare and maintain construction contract log	PCSD	CLIENT
Coordinate proposed change order process, including documentation requirements	PCSD	CLIENT
Review, manage and negotiate Proposed Change Orders	PCSD	CLIENT
Attend Change Order meetings with contractor and design team	PCSD	CLIENT
Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	CLIENT
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):	PCSD	CLIENT
Update cash flow projections	PCSD	CLIENT
Review and approve all invoices and contractor payment applications	PCSD	CLIENT
Process all Project invoices for payment after review and approval	CLIENT	
Package and coordinate monthly invoice package and budget update	PCSD	CLIENT
Track contractor's schedule progress and flag items of concern for contractor's response	PCSD	CLIENT
Monitor and maintain overall Project schedule	PCSD	CLIENT
FF&E		
Procure and coordinate installation of FF&E	CLIENT	PCSD
Assist in coordinating contractor's work with installation of other Client-provided work (access control/security, A/V, communications, etc.)	CLIENT	PCSD

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	Responsible Party	
Utilities		
Facilitate coordination between utility companies and contractor regarding new services to Project.	PCSD	CLIENT
Establish new utility service accounts	CLIENT	PCSD
Substantial / Final Completion		
Facilitate final inspection approvals and DSA Closeout	PCSD	CLIENT
Coordinate development of punch-list and contractor's completion thereof	PCSD	CLIENT
Facilitate turnover of Project from construction team to Client's property management and/or school operations (including systems training)	PCSD	CLIENT
Ensure contractor's delivery of closeout materials (including O&M information as required)	PCSD	CLIENT
- Ensure proper distribution to operational personnel	CLIENT	PCSD
Coordinate receipt/distribution of as-built documents	PCSD	CLIENT
If applicable, review final construction costs and determine appropriate distribution of Project savings, if any	PCSD	CLIENT
Confirm receipt of lien waivers and other closeout documents required for contractor's final payment	PCSD	CLIENT
POST CONSTRUCTION	Primary	Supporting
Administrative		
Facilitate resolution to any construction/warranty issues raised during initial period of occupancy	PCSD	CLIENT
Provide final archive to Client of all key Project documents.	PCSD	CLIENT
Assist LEED consultant in submission of final certificate application to USGBC and distribution of certification upon receipt (if applicable)	PCSD	CLIENT
Assist Client in preparing any financing entity closeout requirements (if applicable)	PCSD	CLIENT
Prepare and submit state funding closeout requirements	CLIENT	

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