



East Bay Innovation Academy

Board Meeting

Date and Time

Monday August 26, 2019 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605 - Primary Meeting Location, Secondary Meeting location for Teleconference Attendee - 697 Santa Ray Avenue, Oakland CA 94610

Hello! Our **regular meetings are held at EBIA, 3400 Malcolm Ave.** Regular meetings are generally held in the months of Jan, Feb, Mar, April, May, June, August, Sept, Oct and Nov and typically start at 8PM.

We welcome everyone to our board meetings! If you **require special accommodations** (disability related or other) to attend an EBIA board meeting please let us know by emailing us at board@eastbayia.org or by calling (510) 577-9557 and ask to speak to our Office Manager.

PLEASE NOTE: (1) all public comments are limited to 3 minutes per speaker; and (2) if the EBIA Board does not reach quorum for any scheduled meeting due to any unforeseen reasons the meeting will be cancelled and rescheduled. Thank you for your patience if this occurs!

Agenda

	Purpose	Presenter	Time
I. Opening Items			08:00 PM
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes - June 12, 2019 Board Meeting	Approve Minutes	Rochelle Benning	2 m
Approve minutes for Board Meeting on June 12, 2019			
D. Public Comment		Rochelle Benning	10 m
Up to a maximum of 3 minutes comment time per speaker			
E. Adjourn Public Session	Vote	Rochelle Benning	1 m
II. Closed Session Pursuant to 54957			08:15 PM
A. Open Closed Session and Record Attendance	FYI	Rochelle Benning	1 m
B. CONFERENCE WITH LEGAL COUNSEL-- ANTICIPATED LITIGATION	Discuss	Dean Marolla-Turner	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			08:37 PM
A. Record Attendance	FYI	Rochelle Benning	1 m
B. Report on Closed Session	FYI	Rochelle Benning	1 m
 IV. Governance			 08:39 PM
A. Consent Agenda	Vote	Rochelle Benning	10 m
<ul style="list-style-type: none"> August Consent Agenda Items - EBIA June 2019 Check and Credit Card Register - EBIA July 2019 Check and Credit Card Register - 2019 - 2020 EBIA Parent and Student Handbook - 2019 - 2020 EBIA Employee Handbook - Rev Foods 19-20 contract - Bonsai 19-20 service contract - School Wellness Policy - Educational Records and Student Information Policy - Free and Reduced Priced Meals Policy - Parent and Family Engagement Policy 			
 V. Academic Excellence			 08:49 PM
A. Spring 2019 SBAC and AP Results	Discuss	Dean Marolla-Turner	15 m
B. 2019 Summer Activity Report Out	Discuss	Dean Marolla-Turner	10 m
<ul style="list-style-type: none"> - projects/updates - summer school 			
C. EBIA Academic Programs and Priorities for 2019 -2020	Discuss	Dean Marolla-Turner	40 m
<ul style="list-style-type: none"> - update from the first week of school - news and items to be aware of for the coming school year - program priorities for 2019 - 2020 - final course offerings - A-G and WASC Updates 			
D. Director of College Readiness - College Readiness Program Overview - 12th Grade Launch	Discuss	Dean Marolla-Turner	15 m
<ul style="list-style-type: none"> Alix and Dean share coming activities for first 12th grade class 			
E. Update on 2019 - 2020 Staffing	Vote	Dean Marolla-Turner	5 m
<ul style="list-style-type: none"> Use of Local Assignment Staffing Option 			
 VI. Finance and Development			 10:14 PM
A. 2018 -2019 EBIA Unaudited Financials	Vote	Michelle Cho	15 m
<ul style="list-style-type: none"> Review and authorize submission of 2018 - 2019 financials to OUSD. 			
B. 2019 - 2020 Enrollment Update	Discuss	Michelle Cho	10 m
C. 2019 - 2020 EBIA Development Update	Discuss	Michelle Cho	15 m
<ul style="list-style-type: none"> - Overview on fundraising targets and strategy for 2019 - 2020 school year 			
 VII. Facility			 10:54 PM
A. Facility Update	FYI	Michelle Cho	5 m
<ul style="list-style-type: none"> Update on facilities - - Marshall, GGA, HNU and Prop 51 Grant Agreements for rehab and new construction - 2020 - 2021 Prop 39 Process launch. 			

VIII. Other Business			10:59 PM
A. Key Activities and Events	FYI	Rochelle Benning	2 m
<ul style="list-style-type: none"> • August 12th First Day - First day of school for students for the 2019 -2020 school year. 			
B. Public Comment	FYI	Rochelle Benning	10 m
IX. Closing Items			11:11 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes - June 12, 2019 Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes - June 12, 2019 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 12, 2019



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday June 12, 2019 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605 - Primary Meeting Location, Secondary Meeting location for Teleconference Attendee - 697 Santa Ray Avenue, Oakland CA 94610

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Directors Present

Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Saamra Mekuria-Grillo

Directors Absent

Rochelle Benning

Guests Present

Devin Krugman, Michelle Cho

I. Opening Items**A. Record Attendance and Guests**

B. Call the Meeting to Order

Laurie Jacobson Jones called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jun 12, 2019 @ 8:06 PM at 3400 Malcolm Avenue, Oakland, CA 94605 - Primary Meeting Location, Secondary Meeting location for Teleconference Attendee - 697 Santa Ray Avenue, Oakland CA 94610.

C. Approve Minutes - Prior Month's Board Meeting

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 05-21-19.

Kelly Garcia seconded the motion.

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

D. Public Comment

No public comment.

E. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn the open session.

Ken Berrick seconded the motion.

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

II. Closed Session

A. Open Closed Session and Record Attendance

In attendance:

Laurie Jacobson Jones

Devin Krugman

Saamra Mekuria-Grillo (on the phone)

Ken Berrick

Kelly Garcia

Michelle Cho

B. Conference - Provide Student Services, NPS Placements

Laurie Jacobson Jones made a motion to Authorize spending up to the already approved amount for the 18.19 school year for any settlement regarding placement for said student.

Kelly Garcia seconded the motion.

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

Discussion of possible litigation and NPS placement.

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to adjourn the closed session.

Saamra Mekuria-Grillo seconded the motion.

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

III. Open Session

A. Record Attendance

B. Report on Closed Session

The board discussed possible litigation and the placement of a student at an NPS.

IV. Governance

A. Consent Agenda

Laurie Jacobson Jones made a motion to approve the consent agenda.

Ken Berrick seconded the motion.

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

Laurie went over the consent agenda. For specific details please see board packet. There were no questions from the board.

B. Employment Contract - EBIA Executive Director

Laurie went over the contract for the new School Director, focusing on compensation, bonus and employee benefits.

Ken Berrick made a motion to approve the contract for the new School Director.

Kelly Garcia seconded the motion.

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

C. Review and Approve LCAP for 2019 - 2020 School Year

Michelle presented the LCAP, focusing on high-level aspects, including the history and the change over time of the structure. The goal is to give more local control. Michelle explained that the LCAP for EBIA has shifted a little to be more California School Dashboard specific but that we are still aligned to our charter goals. The board discussed.

Kelly Garcia made a motion to approve the LCAP for this year.

Ken Berrick seconded the motion.

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

V. Academic Excellence

A. Executive Director Onboarding and Transition Plan

Devin shared an update regarding the new school director. The administrative team, with board support, has been planning the transition of leadership.

B. 2019 - 2020 Staffing Update

Devin shared the status of hiring for school year 19.20.

VI. Finance and Development

A. Year to Date Finance Update

Michelle shared the Year to Date finance update. For specific detail please see board packet.

B. Review and Approve 2019 - 2020 EBIA Budget

Michelle shared the budget for school year 19.20. For specific details see board packet. The board discussed.

Kelly Garcia made a motion to approve the 2019-2020 EBIA budget.

Ken Berrick seconded the motion.

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

VII. Facility

A. Update on Facilities

Michelle shared a facility update and a Prop 51 update.

VIII. Other Business

A. Key Activities and Events

Laurie shared an update on the closing dates of the school year with a reminder that school will start back up on August 12.

B. Public Comment

Parents shared concerns about a belief that there has been a cultural shift in the school, desire to help and support, and a wondering about the status of social-emotional learning. A faculty member shared the status of teacher bargaining.

IX. Closing Items

A. Adjourn Meeting

Kelly Garcia made a motion to adjourn the meeting.

Ken Berrick 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 9:30 PM.

Respectfully Submitted,
Laurie Jacobson Jones

Cover Sheet

Consent Agenda

Section: IV. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: 19-20 Rev Foods agreement.pdf
2019-20 EBIA Parent-Student Handbook FINAL.pdf
EBIA - 2018-19 June Check & Credit Card Registers.pdf
EBIA - 2019-20 July Check Register.pdf
EBIA Educational Records and Student Information Policy Aug 2019.pdf
EBIA Employee Handbook SY 19.20.pdf
EBIA Free and reduced price meals policy Aug 2019.pdf
EBIA Parent and Family Engagement Policy Aug 2019.pdf
EBIA School Wellness Policy Aug 2019.pdf

VENDED MEALS AGREEMENT

This Agreement (“Agreement”) is entered into by and between East Bay Innovation Academy (“School Food Authority” or “SFA”), and Revolution Foods, Inc. (“Vendor”).

The effective date of this Agreement is August 1, 2019.

This Agreement sets forth the terms and conditions upon which SFA retains Vendor to provide meals for SFA’s nonprofit and a la carte food service program. Furthermore, this Agreement sets forth the terms and conditions upon which SFA will purchase meals from Vendor, and Vendor will provide meals for SFA’s nonprofit food service program. SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program, NSLP), 7 CFR 220 (School Breakfast Program, SBP), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), and 7 CFR 3052 (Audit Requirements).

SFA Account Contact Information		Vendor Account Contact Information	
Contact Person	Bonita Herrera	Contact Person	Nicole Callis
Phone	510-577-9557	Phone	510-912-3488
Email Address	bherrera@eastbayia.org	Email Address	ncallis@revolutionfoods.com
Address	3800 Mountain Blvd. Oakland, CA 94619	Address	2400 Grant Street San Lorenzo, CA 94580

SFA Contract Contact Information		Vendor Contract Contact Information	
Contact Person	Bonita Herrera	Contact Person	Joyce Huang
Phone	510-577-9557	Phone	510-545-4196
Email Address	bherrera@eastbayia.org	Email Address	jhuang@revolutionfoods.com
Address	3800 Mountain Blvd. Oakland, CA 94619	Address	985 Third Street Oakland, CA 94607

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

Meal (inclusive of milk)	# of Full Serving Days	Average Minimum # of Meals per Day	Price per Meal
SBP Breakfast, cold unitized	--	--	\$1.88
NSLP Lunch	177	100	\$3.37
Adult Lunch Meal	--	--	\$4.25 + tax

Total estimated contract not to exceed \$65,000.00.

Financial terms of the Agreement are based upon existing conditions of the SFA’s policies, practices and service requirements. Changes may result in an adjustment through a formal contract revision or addendum, as mutually agreed to by the parties in writing. A material change will constitute rebidding.

A. Agreement Period

1. The initial agreement period shall be August 1, 2019 to July 31, 2020. Both parties agree to enter into this Agreement for a one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

2. **Annual Escalator.** The SFA and Vendor may negotiate at the end of each one-year contract period for a cost increase not to exceed the annual percentage increase in the Consumer Price Index for all Urban Consumers for Food Away From Home for the region of San Francisco, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. Changes in the price per meal are mutually agreed upon in writing, to be effective on the first day of the contract renewal period.

B. Vendor Responsibilities

1. Deliver meals to the approved sites listed in Exhibit A.
2. Provide in sufficient quantity for number of meals ordered:
 - Entrées and vegetables will be provided in individually packaged portions
 - Sides including fruits will be provided in bulk
 - White milk, choice of 1% or nonfat
 - Chocolate milk, nonfat, offered one (1) day per week for lunch only
 - Utensils
 - Napkins
 - Serving utensils as needed
 - Paper trays for lunch service
 - Condiments as designed with the meal
3. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to SFA. Meal count documentation must include the number of meals requested by SFA.
4. Allow SFA to increase or decrease the number of meal orders, within reason, when the request is made within two (2) business days of the scheduled delivery time. The order decrease shall not exceed 50% of the original order. Fees may apply as listed in Exhibit B.
5. Provide SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the applicable Child Nutrition Programs. Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
6. Operate in accordance with current Child Nutrition Program regulations. Vendor agrees to comply with all USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
7. Provide access, with or without notice, to all of Vendor's facilities for purposes of inspection and audit.
8. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

C. SFA Responsibilities

1. Request via Vendor's web portal no later than Tuesday at 5:00 PM of the week prior, an accurate number of meals to be delivered to SFA each day for the following week.
2. Notify Vendor of necessary increases/decreases in the number of meals ordered within two (2) business days of the scheduled delivery time. Errors in meal orders shall be the responsibility of SFA making the error. Fees may apply as listed in Exhibit B.
3. Ensure that an SFA representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to SFA. SFA assures Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the Child Nutrition Programs, and with local health and safety codes.
4. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts each day.
5. Prepare auxiliary items for pick up by Vendor (if applicable) no later than each day.
6. Provide Vendor with information on how to access or a copy of the federal Child Nutrition Program meal pattern requirements, the USDA Food Buying Guide, and all other technical assistance materials

pertaining to the food service requirements. The SFA will, within twenty-four (24) hours of receipt from the California Department of Education (CDE), advise Vendor of any changes in the food service requirements.

7. Retain control of the quality, extent, and general nature of the food service operation, and establish all program and non-program meal and a la carte prices.
8. Be responsible for loss or damage to equipment owned by Vendor while in the possession of SFA.
9. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of SFA online contract for participation in Child Nutrition Programs.

D. Menu

1. Vendor shall provide to SFA a proposed cycle menu for the operational period, at least ten (10) business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by SFA, and documented on the menu records. Meals must be planned and prepared to meet the USDA meal pattern requirements and nutritional standards.
2. Vendor shall provide breakfast and lunch meals following Offer vs. Serve (OVS). Fruits and vegetables provided during lunch service are intended to be consumed during the specified meal and shall not be used for other programs and activities.
3. Vendor shall provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide, child nutrition label, or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.
4. Vendor shall maintain full and accurate records that document: (a.) the menus were provided to SFA during the term of this Agreement, (b.) a listing of all components of each meal, (c.) an itemization of the quantities of each component used to prepare said meal, and (d.) provide SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.
5. Vendor accommodates special needs only regarding food allergies resulting from the eight (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat. Vendor is not capable of modifying texture, providing items outside of those sourced by Vendor (i.e. nutritional supplements), or changing the nutritional profile of individual menu items or foods to meet any of the needs associated with disabilities. These types of accommodation must be addressed by the SFA. As mutually agreed upon, there may be an additional charge for meal accommodations outside the vegetarian and dairy-free meal alternatives. There will be no additional charge to the student for such substitutions.
6. Vendor shall make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician, and within the major allergens listed in paragraph (4) above. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need, substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
7. SFA shall notify Vendor within five (5) business days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.

E. Invoice and Payment

1. Vendor shall present to SFA an invoice accompanied by reports which itemizes the previous month's meals delivered to SFA no later than the 10th day of each month.
2. SFA shall pay Vendor by the 30th day of each month the full amount as presented on the monthly itemized invoice or be subject to 1.5% interest for each day that payment is not received.
3. SFA shall pay Vendor for all meals delivered to SFA in accordance with this Agreement.
4. SFA shall notify Vendor within forty-eight (48) hours of receipt of any discrepancy in the invoice.

5. Vendor agrees to forfeit payment for meals which are not ready within two (2) hours of the agreed upon time for meals to be delivered to SFA, are spoiled, or unwholesome at the time of delivery to SFA, or do not otherwise meet the meal requirements contained in this Agreement. However, no deduction will be made unless SFA provides to Vendor in writing of the meal service for which the deduction is to be made, specifying the number of meals for which SFA intends to deduct payment and setting forth the reasons for the deduction. SFA shall provide such notice no later than forty-eight (48) hours after the date the meal was served. SFA shall keep evidence of food items for inspection by Vendor. Credit from Vendor may be withheld without proper evidence.
6. Vendor shall pay SFA the full amount of any meal over claims which are attributable to Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contract. In cases of nonperformance or noncompliance on the part of Vendor, Vendor shall pay SFA for any excess costs SFA incurs by obtaining meals from another source.
7. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, delivered and the number of meals served by SFA that are ineligible for reimbursement.

F. Termination

1. **Mutual Agreement Termination.** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Non-Performance of Agreement and Termination**
 - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws.
 - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. **Failure to Make Timely Payment.** In the event that SFA fails to make payments to Vendor under the terms and conditions of this Agreement within the times set forth herein, Vendor may suspend or terminate this Agreement upon ten (10) business days written notice to SFA if payment exceeds net 60 days from time that regular monthly invoice is provided to SFA; unless SFA makes such payments plus any interest due, as set forth in Section E.2, within said ten (10) day notice period. SFA shall be entitled to only one (1) such cure period in a calendar year. For a second failure to make payment on time, Vendor shall have the right to terminate this Agreement immediately.
4. **Final Payments.** Upon any termination of this Agreement, SFA will pay for all meals and unpaid invoices received through the effective date of termination. Vendor shall submit all required invoices and agreed upon relevant reports and information.
5. **Equipment Return.** SFA shall return all equipment owned by Vendor immediately upon stoppage of service.

G. Standard Terms and Conditions

1. **Terms and Conditions.** Vendor shall be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve Vendor of obligation with respect to this agreement.
2. **State and Federally Required Contractual Provisions.** Vendor shall obtain, and shall continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor shall be responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
3. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded.** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Vendor should consult Executive Orders 12549 and 12689. Vendor must sign the Suspension and Debarment Certification.
4. **Lobbying Certification.** Vendor must sign the Lobbying Certification. If applicable, Vendor must also complete and sign the Standard Form-LLL, Disclosure of Lobbying Activities
5. **Independent Price Determination Certification.** Vendor must sign the Independent Price Determination Certificate.
6. **Clean Air Act and Energy Policy and Conservation Act.** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871 , and any related state energy laws, as applicable. Vendor shall report all violations to SFA and to the relevant federal or state agency as appropriate.
7. **Equal Employment Opportunity.** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
8. **Labor and Civil Rights Laws.** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
9. **Buy American**
 - a. Vendor shall comply with the Buy American requirement, which dictates that SFA's participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21(d), 220.16(d)).
 - b. Exceptions to the Buy American provision will be used as a last resort and are only allowable for one of the two exceptions: (1.)The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or (2.) Competitive bids reveal the costs of a

U.S. product are significantly higher than the nondomestic product. Vendor must document and inform SFA of exceptions to the Buy American requirement prior to delivery of each and every nondomestic agricultural commodity or product.

- c. The documented exception must include the following: (1.) A description of the nondomestic item, (2.) Alternative domestic commodities or products that Vendor offered and the reason alternatives were not substituted for the nondomestic item, (3.) A synopsis of what third-party analysis was done by Vendor to determine cost and availability, (4.) Documentation by vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception, (5.) The date that Vendor informed SFA of the nondomestic commodity or product, (6.) Date that SFA agreed to accept this food item in advance of delivery, and (7.) Date the commodity or product was received by SFA.

10. Food Laws

- a. Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
- b. SFA shall have state or local health certifications as needed for each of SFA's program sites and shall maintain certification for the duration of the Agreement.

- 11. Food Recall.** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

- 12. Duty to Protect.** Vendors shall perform a criminal background check on any of Vendor's employees that will be working at SFA's premise(s) with prolonged interaction with children/students.

13. Records

- a. Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, Vendor shall make all accounts and records pertaining to the Agreement available to the certified public accountant hired by SFA, CDE representatives, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Vendor shall surrender to SFA, upon termination of the Agreement and as applicable, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
- b. SFA shall be responsible for notifying Vendor within three (3) business days of receiving any information from the State Agency of an audit, technical assistance or other action. SFA shall be responsible for forwarding the complete written notification from the governing entity so that Vendor is positioned to best support the requisition request.

14. Confidentiality and Rights in Data

- a. During the term of this Agreement, Vendor may grant to SFA a nonexclusive right to access certain proprietary materials of Vendor. SFA shall not disclose any of Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All trade secrets and other confidential information shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the agreement. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by SFA, SFA specifically agrees that all software

associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title interest, or copyright in such software and SFA shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

- b. Unless otherwise required by law, subpoena or court order, SFA shall not disclose any of Vendor' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor.
- c. As used in this Agreement, Vendor' "Confidential Information" shall mean any and all technical and non-technical information disclosed or provided to SFA by or on behalf of Vendor in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, products and/or services, pricing plans/data, business or commercialization plans, customer lists, project records, market data/reports, employee lists or compensation information, supplier and vendor lists, architectural reports, blueprints, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, forms, policies and procedures, ideas, studies not generally made available to the public.
- d. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.
- e. Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA.
- f. This provision shall survive termination of this Agreement.

15. **Insurance**

- a. Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A certificate of insurance of Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on Vendor's Certificate of Insurance:
 - 1. Comprehensive General Liability: \$1,000,000 per occurrence, and \$2,000,000 in the aggregate
 - 2. Automobile Liability: \$1,000,000 Combined Single Limit
 - 3. Workers' Compensation and Employer's Liability: per Statute and \$1,000,000
 - 4. Excess Umbrella Liability: \$2,000,000 Each Occurrence
- b. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. Vendor must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- c. Vendor's insurance company shall provide notice to SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

16. **Indemnity and Hold Harmless**

- a. Vendor shall defend, indemnify and hold harmless SFA, its directors, officers, employees, and agents from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by SFA in connection with claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.
- b. SFA shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, and agents from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable

attorney's fees) sustained or incurred by Vendor in connection with claims arising out of or attributable to: (i) any breach of this Agreement by SFA; (ii) any breach of applicable law or regulation by SFA, or (iii) any negligence or willful misconduct by SFA or its employees or contractors, as applicable, in the performance of this Agreement.

- c. In the event any such claim for indemnification is made, or action initiated, the Party seeking indemnification hereunder (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of such actual or threatened claim to enable the Indemnifying Party to arrange for the defense of such claim, provided, however that failure to give prompt written notice shall not limit the rights to indemnification hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure.
- d. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

17. Force Majeure

- a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- b. SFA shall be fully responsible for meals delivered by Vendor and subsequently damaged by any of the causes listed in paragraph (a) above.
- c. If any of the above causes an inability for Vendor to deliver meals, SFA shall not be responsible for the cost of un-delivered meals. However, Vendor may suggest an alternative meal solution (e.g. delivery from a local sandwich shop), in which case, SFA shall be fully responsible for payment of the agreed upon alternate meal solution unless otherwise noted.

18. Breach of this Agreement and Remedies. If Vendor fails to comply with any of the terms and conditions of this Agreement, SFA has the option to send Vendor a ten (10) business day notice to cure the defect or breach. During such cure period, the parties may meet and confer to discuss the resolution of the defect or breach. If there is not a satisfactory resolution at the end of the cure period, SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach. The remedies of SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

19. Taxes. The SFA has tax-exempt status.

H. General Assurances

1. Entire Agreement, Modification, and Amendment

- a. This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the subject matter in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.
- b. This Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

2. **Waiver.** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
3. **Notices.** All notices permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth on page one of this Agreement.
4. **Assignment.** In the event all or substantially all of Vendor's assets are acquired by another company, Vendor shall notify SFA in writing. Within 30 days, SFA has the right to continue service under the guidance of the acquirer, or terminate the Agreement, effective immediately .
5. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a.) such provision shall be excluded from this Agreement, (b.) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c.) the balance of the Agreement shall be enforceable in accordance with its terms.
6. **Survival of Certain Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable as provided herein.
7. **Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any suit relating to this Agreement shall be instituted in a state or federal court in the State of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.
8. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between SFA and Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by SFA or Vendor based on this Agreement. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.
9. **Section Headings.** The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

SPACE INTENTIONALLY LEFT BLANK

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

Name of SFA Authorized Representative		Title
Michelle Cho		COO/ CFO
Signature of SFA Authorized Representative		Date Signed
⊗ Michelle Cho		8/14/19
Name of Vendor Authorized Representative		Title
JOYCE HUANG		DIRECTOR CONTRACTS
Signature of Vendor Authorized Representative		Date Signed
⊗ Joyce Huang		08/01/2019

Attached Exhibit

A: Sites Where Program Will Operate

B: Schedule of Fees

**EXHIBIT A:
SITES WHERE PROGRAM WILL OPERATE**

Site Name	Site Address
EBIA Middle School	3400 Malcolm Ave. Oakland, CA 94605
EBIA High School	3800 Mountain Blvd. Oakland, CA 94619

EXHIBIT B: SCHEDULE OF FEES

1. Calendar Management

- a. SFA shall provide Vendor with a calendar for the school year no later than thirty (30) days prior to the beginning of service, and by June 1 in renewing years. Failure of SFA to provide Vendor with the calendar will result in a \$50 fee. Failure to provide the calendar prior to the service start date will result in a \$250 fee. At a minimum, the calendar shall provide the following:
 - Field trip days
 - Minimum days
 - Testing days
 - Days in which meal participation is expected to be less than 50% of the norm
 - Days in which meals will not be ordered and the reason
- b. SFA shall block out non-service off-days accordingly for each site no later than thirty (30) days prior to the beginning of service using the systems and tools provided by Vendor' online ordering system. Vendor may block out non-service off-days on behalf of SFA and will charge a \$250 fee.
- c. SFA shall notify Vendor of additional events not captured on the initial calendar in which meal times or normal operations may be affected for the following month. For example, SFA shall notify Vendor by September 1st for events occurring in October. Failure of SFA to notify Vendor of additional events will result in a fee equal to 50% of the meal price times the average minimum number of meals per day as for the applicable meal. If the average minimum number of meals per day is a combined minimum across multiple delivery sites, the number shall be divided evenly across sites for the purpose of this calculation only.

2. New Order Placement after Deadline

- a. New orders placed after the stated deadline of Tuesday 5:00 p.m. will be charged the following:
 - First time orders placed after the deadline will not incur an additional charge.
 - Late order placements occurring the second and third time will incur a \$50 charge.
 - Late order placements occurring on/after the fourth incident will incur a \$100 charge.
- b. Late orders are subject to product availability.

3. Order Increase

- a. Order increases made after the stated deadline of Tuesday 5:00 p.m. will be charged the full applicable meal price listed plus an additional \$50.
- b. Order increases are subject to product availability.

4. Order Cancellation or Decrease

- a. Vendor will partner with SFA to accommodate order decreases that occur after the stated deadline of Tuesday 5:00 p.m. in which meals are not needed within 48 hours. The order decrease shall not exceed 50% of the original order.
- b. Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed plus an additional 10% surcharge.
- c. Order cancellations and decreases that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:
 - First time order cancellations and decreases will be charged 50% of the applicable meal price listed.
 - Second time order cancellations and decreases will be charged the full applicable meal price listed.

- Order cancellations and decreases occurring on/after the third incident will incur the full applicable meal price listed plus an additional 10% surcharge.
5. **Convenience Fee.** Vendor reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline of Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to fieldtrip lunches.
 6. **Supplies.** Vendor will provide the necessary utensils, napkins, paper supplies and condiments in sufficient quantity for the number of meals ordered. Any depletion of supplies outside the meal program will be charged to SFA at full case value.
 7. **Inclement Weather**
 - a. **Forecasts Calling for Next Day Inclement Weather.** SFA must contact the Vendor' designated contact via telephone or email (in non-urgent cases) to report possible weather interruptions.
 - b. **For All Schools Initiating Weather Closure Process.** Vendor will offer to refund the cost of the meals ordered if cancelled by 10:00 a.m. preceding the day of delivery. Meals cancelled between 10:00 a.m. and 5:00 p.m. preceding the day of delivery will receive a 50% refund.
 - c. **Local Announcement that School(s) will Remain Closed For Consecutive Days.** SFA must contact Vendor each day of closure by 10 AM to determine plans for the following day and to discuss the upcoming menus and delivery schedule for the when classes resume. The same weather related order cancellation and refund policy applies. Menus are subject to change.
 - d. **Communication to School Administrators.** All communication to Vendor regarding cancellation of planned meal services must be made in email/writing to the designated Vendor contact. In the event that the school is open but road conditions are poor, Vendor reserves the right to alter routes and delivery times at its discretion. Vendor and SFA will work closely to ensure coordinated delivery.

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: REVOLUTION FOODS, INC.

Street address: 985 3RD STREET, UNIT C

City, State, Zip: OAKLAND, CA 94607

CERTIFIED BY: (type or print)

 PEKHNA SINGH

TITLE: **CONTRACTS MANAGER**

(Signature)

 8/9/2019

(Date)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

REVOLUTION FOODS, INC.
 Participant or Respondent Company Name Award Number, Contract Number, or Project Name

PEKHNA SINGH, BIDS AND CONTRACTS MANAGER
 Name(s) and Title(s) of Authorized Representatives


 Signature(s) 8/9/2019
 Date

California Department of Education
PRU 13

Nutrition Services Division
July 2018

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

REVOLUTION FOODS, INC.


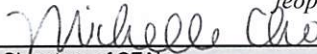
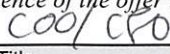
EAST BAY INNOVATION ACADEMY

Name of FSMC

Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

	CONTRACTS MANAGER	8/9/2019
Signature of FSMC's Authorized Representative	Title	Date
<i>In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.</i>		
		8/14/19
Signature of SFA's Authorized Representative	Title	Date

Note: Accepting a Respondent's offer does not constitute award of the contract.



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

2019-2020

Updated August 2019

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OUR TEAM

Contact information for our **School Team** are as follows:

- Phone number: 510-577-9557
- Attendance/Info: info@eastbayia.org
- Quest, After-school Care at Lower School (Janisse Watts): quest@eastbayia.org
- Executive Director (Dean Marolla-Turner): dean.marolla-turner@eastbayia.org
- COO/CFO (Michelle Cho): michelle.cho@eastbayia.org
- Director of Student Support Services (Edmund Zander): Edmund.zander@eastbayia.org
- Director of College and Career Readiness (Alix Coupet): alix.coupet@eastbayia.org
- Director of Enrollment and Student Data (Bonita Herrera): bherrera@eastbayia.org
- Director of Instruction, lower (Kim Frankel): kfrankel@eastbayia.org
- Director of Instruction, upper (Zach Powers): zpowers@eastbayia.org
- Dean of Students, lower (Ron Kemp): rkemp@eastbayia.org
- Dean of Students, upper (Mick Terrizzi): mterrizzi@eastbayia.org

Lower School: 3400 Malcolm Ave, Oakland, CA 94605

Upper School: 3800 Mountain Blvd, Oakland, CA 94619

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**.

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.

WHAT DOES A DAY LOOK LIKE?

EBIA opens at 7:30 am and students are invited to come into the building to 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 18-26 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 on designated office hour days, or participate in enrichment activities designed to engage students and give them exposure to myriad learning experiences. At our Lower School, these activities occur through the EBIA Quest program.

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 Student-Led Conferences 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.

DAILY OPERATIONS

DROP-OFF/PICK-UP PROCEDURES

The Lower School begins at 9:00 a.m. and dismissal time is 3:30 p.m. daily. The Upper School begins at 8:30 a.m. and dismissal time is 3:45 p.m. Supervision is not provided prior to 8:00 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.

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, or park in the front lot. 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. Students are required to park in the upper lot near the gym.

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:

- Notify the Head of School or designee immediately.
- 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.
- Bring students into the lobby of the building. Parents/guardians will be asked to come into the building to collect their student.
- Remain on site until an adult comes to retrieve the student.
- 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.

- 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.
- 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.

RIDESHARING SERVICES

As per state and federal law, ridesharing services like Lyft and Uber are forbidden for unaccompanied minors (under the age of 18) unless the service explicitly states that its drivers are qualified to transport an unaccompanied minor. If your student uses ridesharing services to get to and from school, please use services like HopSkipDrive or Zum to ensure that the driver is qualified to transport minors.

COMMUNICATION WITH SCHOOL

As learning partners in every child's education, we value transparency in communication. Most of our communication to families will be conducted electronically, via emails. Announcements about upcoming events or important issues will be made via email newsletters 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 systems. Every parent/guardian will also receive a Parent Portal account to our learning management system (LMS), Echo. The portal will allow you to see when assignments are due and the grades received on any assessment or assignment. We recommend you check this on a weekly basis, minimally.

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.

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

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	B	C	F
Range	100 - 90	89 - 80	79 - 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 19.20 Student and Parent Handbook

REVISION 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 of the written request, 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 of the written request, 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.

This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

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. A copy of the full policy is available within this handbook in Appendix A.

DRESS CODE

PHILOSOPHY

East Bay Innovation Academy's student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or

increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression
- Student dress code enforcement should not result in unnecessary barriers to school attendance.
- School staff should be trained and able to use student/body-positive language to explain the code and to address code violations.
- Teachers should focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection), dance (bare feet, tights/leotards), or PE (athletic attire/shoes).
- Allow students to wear clothing of their choice that is comfortable.
- Allow students to wear clothing that expresses their self-identified gender.
- Allow students to wear religious attire without fear of discipline or discrimination.
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities.
- Prevent students from wearing clothing or accessories that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.
- Prevent students from wearing clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent lawless action, defamatory speech, or threats to others.
- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

DRESS CODE

East Bay Innovation Academy expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event.

Student dress choices should respect EBIA's intent to sustain a community that is inclusive of a diverse range of identities. The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). EBIA is responsible for seeing that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

1. Basic Principle: Certain body parts must always be covered for all students.

Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric. All items listed in the "must wear" and "may not wear" categories below must meet this basic principle.

2. Students Must Wear, while following the basic principle of Section 1 above:

- A Shirt (with fabric in the front, back, and on the sides under the arms), AND
- Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts)
- Shoes, closed toe with backs (no flip-flops and sandals without backs as they are safety issues)

3. Students Cannot Wear:

- Violent language or images.
- Images or language depicting drugs or alcohol, gang related signs or images, or any illegal item or activity.
- Hate speech, profanity, pornography.
- Images or language that creates a hostile or intimidating environment based on any protected class or consistently marginalized groups.
- Any clothing that reveals visible undergarments.
- Swimsuits (except as required in class or athletic practice).
- Accessories that could be considered dangerous or could be used as a weapon.
- Any item that obscures the face or ears, including headphones (except as a religious observance).
 - At Lower School, hats cannot be worn in class and hoods cannot be on while in class.
 - At Upper School, hoods cannot be on while in class

4. Dress Code Enforcement

To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently using the requirements below. School administration and staff shall not have discretion to vary the requirements in ways that lead to discriminatory enforcement.

- Students will only be removed from spaces, hallways, or classrooms as a result of a dress code violation as outlined in Sections 1 through 3 above. Students in violation of Section 1 through 3 will be provided three (3) options to be dressed more to code during the school day:
 - Students will be asked to put on their own alternative clothing, if already available at school, to be dressed more to code for the remainder of the day.
 - Students will be provided with temporary school clothing to be dressed more to code for the remainder of the day.
 - If necessary, students' parents may be called during the school day to bring alternative clothing for the student to wear for the remainder of the day.
- No student should be affected by dress code enforcement because of racial identity, sex assigned at birth, gender identity or expression, sexual orientation, ethnicity, cultural or religious identity, household income, body size/type, or body maturity.
- School staff shall not enforce the school's dress code more strictly against transgender and gender nonconforming students than other students.

These dress code guidelines shall apply to regular school days and summer school days, as well as any school-related events and activities, such as graduation ceremonies, dances and prom. Student athletic apparel will be defined by safety and competitive performance

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. The complete policy is also available upon request in the main office.

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.

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 users 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.

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 Office Hours on select days and enrichment program. The campus will open at 7:30 am for students to 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. 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.
- 6. For the purposes of jury duty in the manner provided for by law.
 - 7. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal.)
 - 8. To permit the pupil to spend time with an immediate family who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
 - 9. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
 - 10. Attendance at the pupil's naturalization ceremony to become a United States citizen.
 - 11. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks.
 - 12. Authorized at the discretion of a school administrator, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse. A pupil who holds a work permit to work for a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.
 - 13. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.

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

- 1. Appearance in court;
- 2. Attendance at a funeral of a family member;
- 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.

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.

As class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for Students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to administrative regulations and law.

TRUANCY

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.

The Executive Director, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

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.

PROCESS FOR ADDRESSING TRUANCY

1. Each of the first three (3) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian. The student's classroom teacher may also call home.
2. Each of the fourth (4th) and fifth (5th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy

Letter #1” from the Charter School notifying the parent/guardian of the student’s “Truant” status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy.

3. Upon reaching seven (7) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive “Truancy Letter #2 – Conference Request,” notifying the parent/guardian of the student’s “Habitual Truant” status and a parent/guardian conference will be scheduled to review the student’s records and develop an intervention plan/contract. Upon reaching ten (10) unexcused absences or unexcused tardies over 30 minutes, the student will be referred to a Student Success Team (SST) and the School Attendance Review Team (SARB). In addition, the parent/guardian will receive a Truancy Letter #3,” and will be asked/invited to attend an evening assembly for parents/guardians of chronically absent students.
4. The SARB panel will be composed of administrators and other staff. The SARB panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.
 - a. The SARB panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 - b. The parent shall be required to sign a contract formalizing the agreement by the parents to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SARB panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 - i. Parent/guardian to attend school with the child for one day
 - ii. Student retention
 - iii. After school detention program
 - iv. Required school counseling
 - v. Loss of field trip privileges
 - vi. Loss of school store privileges
 - vii. Loss of school event privileges
 - viii. Mandatory Saturday school
 - ix. Required remediation plan as set by the SARB
 - x. Notification to the District Attorney

- c. The SARB panel may discuss other school placement options.
 - d. Notice of action recommended by the SARB will be provided in writing to the parent/guardian.
5. If the conditions of the SARB contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known district of residence.
 6. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.
 7. If student is absent fifteen (15) or more consecutive school days without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of the SARB contract, and the SARB panel may recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).

PROCESS FOR STUDENTS WHO ARE NOT IN ATTENDANCE AT THE BEGINNING OF THE SCHOOL YEAR

When students are not in attendance on the first three (3) days of the school year, the Charter School will attempt to reach the parent/guardian on a daily basis for each of the first three days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the fifth day of the school year will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the second day of the school year will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the third day of the school year will receive a phone call reiterating the content of the letter.

4. The Charter School will send the Involuntary Removal Notice to the Parent/Guardian and follow the Involuntary Removal Process described below for any students who have not attended by the fourth day, and do not have an excused absence.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Upon removal, the last known school district of residence will be notified of the student's failure to attend the Charter School and the disenrollment within thirty days of the disenrollment.

INVOLUNTARY REMOVAL PROCESS

No student who has been attending the Charter School shall be involuntarily removed for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the pupil and an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

REFERRAL TO APPROPRIATE AGENCIES OR COUNTY DISTRICT ATTORNEY

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.

If a child's attendance does not improve after a SARB contract has been developed according to the procedures above, or if the parents fail to attend a required SARB meeting, the Charter School shall notify the District's Attorney's office, which then may refer the matter for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

NON-DISCRIMINATION

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

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.

INDEPENDENT STUDY

EBIA may offer independent study to meet the educational needs of students who receive prior approval from an administrator 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.

MEAL PROGRAM

EBIA participates in the National School Lunch Program, which 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 all encouraged to apply. Applications are available in the main office throughout the year. There is no deadline to apply. If your income status changes at any time, please inform the main office immediately to fill out a new NSLP application. This is very important to ensure that your student is qualified for the correct meal price at all times.

HOW TO PAY FOR MEALS

We have partnered with Revolution Foods to provide lunch for our students on regular school days, and Boonli is our online ordering system. We ask that families create an account with Boonli.

Students who qualify for free lunch will not need to pay. Families of students who qualify for reduced lunch will receive a monthly bill. Families of students who pay the full price will be expected to order and pay in advance through Boonli.

EMERGENCY MEALS

Emergency meals may be available for students needing one. Fees will be added to the family's Boonli account.

Note: Due to security concerns, we ask that families please avoid all online ordering vendor such as Doordash, Uber Eats, etc.

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, if applicable, 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. 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.

ADDITIONAL GUIDELINES

- The primary responsibility for the administration of medication rests with the parent/guardian, pupil, and medical professional.
- Medication shall be administered only during school hours if determined by a physician to be necessary.
- Designated staff shall keep records of medication administered at EBIA.
- All medication will be kept in a secure and appropriate storage location and administered per physician's instructions by appropriately designated staff.
- Designated staff shall return all surplus medication to the parent/guardian upon completion of the regimen or prior to extended holidays.
- Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).
- The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.
- A pupil may be subject to disciplinary action if that pupil uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.
- Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Head of School in consultation with the parent or guardian and the pupil's medical professional.

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.

IMMUNIZATIONS

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must have a minimum number of immunizations (shots) before they can attend school. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

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

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

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record. EBIA will file a written report on the immunization status of all new entrants to EBIA with the California Department of Public Health as required by law.

Whenever there is good cause to believe that a student has been exposed to a communicable disease for which immunization is required, that student may be temporarily excluded from the campuses until the local health officer is satisfied that the person is no longer at risk of developing the disease.

DOCUMENTARY PROOF

The Executive Director shall maintain the student’s immunization information in the student’s mandatory permanent record and shall file annual immunization status reports as required by the California Department of Public Health.

EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

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; If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the school or institution until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.
- 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:
 - Birth to Preschool.
 - Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
 - Grades 7 to 12, inclusive.

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.

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.

We are an open enrollment public school committed to equal opportunity. TECA is non-sectarian and employs no admissions exams or special admissions requirements. Admission to the school is open to all students on a non-discriminatory basis without regard to race, color, national origin, creed, sex, ethnicity, behavior, age, ancestry, proficiency in English Language, or academic achievement. Students who currently attend TECA, their siblings, and children of staff have first priority, as long as places are available, before places are opened up to other students. 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 following documents are required for enrollment:

- 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. There is an official withdrawal form that needs to be completed by the student's parent/guardian prior to disenrollment. You will be asked to 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. If you need to get in touch with your child during the school, please call the office and we will ensure that they get your message. Families are expected not to call or text students during the class time.

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.

PARENTAL RIGHTS

VISITS AND CLASSROOM OBSERVATIONS

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.

All visitors (including volunteers) shall register in the Visitors Log Book and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering school grounds, and proof of identity.

While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Executive Director's written permission.

Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.

The Head of School or designee may refuse to provide or withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt EBIA's orderly operation. The Head of School or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Head of School or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.

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 schoolyear. Ninth graders must take a second assessment in Math within 30 days of enrollment per the *Implementing the California Math Placement Act of 2015*.

AP Testing- Students enrolled in Advanced Placement courses at our Upper School are encouraged to take the College Board's AP Exam near the end of the year. While this exam is optional, students who pass the exam have the potential to both earn college credit and bypass certain entry examinations.

PSAT- During the 10th and 11th grade years at our Upper School, students take the Practice SAT (PSAT) exam during the month of October. During the 11th grade assessment, students who perform well may qualify to earn National Merit Scholarships. 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. **SAT**- In the spring of a student's 11th grade year, our upper school campus administers the SAT exam. 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.

SAFE SCHOOL ENVIRONMENT

Parents have the right and are entitled to the assurance of a safe and supportive learning environment for their child. EBIA has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

SEXUAL HEALTH EDUCATION

The Charter School offers comprehensive sexual health education to its students in grades 7-12. 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 school prospectus including curriculum materials of any class offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

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. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and

destruction of the information and inform the parent or eligible student of the amendment in writing.

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.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

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

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

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. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the pupil intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a

certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

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.

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.

EVALUATION FOR SPECIAL EDUCATION

Parents have the right to review an assessment plan and provide consent before their student can be evaluated for special education under IDEA or 504.

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.

COMPLAINTS

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:

Dean Marolla-Turner, 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, discrimination, intimidation 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/citizenship, nationality, national origin, religion, religious affiliation, color, mental disability, physical disability, genetic information, marital status, medical condition, 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, Bilingual Education, California Peer Assistance and Review Programs for Teacher, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Economic Impact Aid, Compensatory 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, Education of Foster or Homeless Youth, Pupils from Military Families, Migratory Pupils, Accommodations for Pregnant and Parenting Pupils, Migrant Education Programs, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, and/or 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 reasonably 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/Executive Director: Dean Marolla-Turner

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 of the parent/guardian, 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 California Department of Education ("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 Section 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 final 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](#).

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 2019-2020 Parent and Student Handbook”.

Parent/Guardian’s Signature

Date

Student’s Signature

Date

PARENT/GUARDIAN AND STUDENT, PLEASE SIGN AND RETURN TO SCHOOL

within 21 days of the first day of school.

THANK YOU!!

APPENDIX A: POLICIES AND ANNUAL NOTICES

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, pregnancy 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, immigration status, 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): Dean Marolla-Turner

3400 Malcolm Avenue, Oakland, CA 94605

Phone: 510-577-9557

dean.marolla-turner@eastbayia.org

PUPIL SUSPENSION AND EXPULSION POLICY

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which lists the offenses and procedures for suspensions and expulsions. This Policy also addresses involuntary removals for violations of the Charter School's attendance policy. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Executive Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth, or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil if being

involuntarily removed and of the right to request a hearing to challenge the involuntary removal. If a parent/guardian/educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

A. GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. ENUMERATED OFFENSES

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the transmission 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:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil

for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

- (a) The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of Bullying. 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) The term "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.

- 3) Notwithstanding subparagraphs (1) and (2) 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.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

- b) Brandishing a knife at another person.

- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or students by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act or an act of “cyber sexual bullying” as defined below.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the transmission 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:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (c) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (d) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (e) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.

- (a) The term “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of Bullying. 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) The term “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.

3) Notwithstanding subparagraphs (1) and (2) 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.

- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3), above.
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free

Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. SUSPENSION PROCEDURE

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.¹

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state

¹ “Designee,” as used in this suspension/expulsion policy includes the Assistant Principal.

the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Executive Director or Executive Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

D. AUTHORITY TO EXPEL

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. EXPULSION PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the body presiding over the hearing from removing a support person whom the presiding chairperson finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness's presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the body conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the

hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. WRITTEN NOTICE TO EXPEL

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. NO RIGHT TO APPEAL

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. EXPELLED PUPILS/ALTERNATIVE EDUCATION

The parents or guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. REHABILITATION PLANS

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. READMISSION

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. NOTICE TO TEACHERS

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code section 49079 and the corresponding enumerated offenses set forth above.

P. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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 of 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.

EDUCATION FOR HOMELESS STUDENTS POLICY

East Bay Innovation Academy (“EBIA” or the “School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

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; or 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/or
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 Student Liaison.

HOMELESS STUDENT LIAISON

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

Homeless Liaison: Dean Marolla-Turner, Executive Director

East Bay Innovations Academy

3400 Malcolm Avenue

Oakland, CA 94605

(510) 577-9557

The Homeless Student Liaison shall ensure that the following requirements are fulfilled by the School (42 USC 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and 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 services through 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 ("IDEA"), 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 frequented by parents or guardians of such youths and unaccompanied youths, including 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 Student 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 and that the youths may obtain assistance from the Homeless Student Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

EDUCATION FOR FOSTER AND HIGHLY MOBILE YOUTH POLICY

INTRODUCTION

The Governing Board of East Bay Innovation Academy (“Charter School”) recognizes that foster youth 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 youth in the Charter School’s local control and accountability plan (“LCAP.”)

DEFINITIONS

Foster youth 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 sections 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 section 56055.

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

Best interests means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Child of a military family refers to a student who resides in the household of an active duty military member.

Currently Migratory Child refers to a child who has moved with a parent, guardian or other person having custody, from one Local Educational Agency to another, either within the State of California or from another state within the 12-month-period immediately preceding his or her

identification as such a child, in order that the child , a parent, guardian, or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services.

Pupil participating in a newcomer program means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

FOSTER YOUTH LIAISON

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

Foster Youth Liaison: Dean Marolla-Turner, Executive Director

East Bay Innovations Academy

3400 Malcolm Avenue

Oakland, CA 94605

(510) 577-9557

The liaison for foster youth 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.
3. When a student in foster care is enrolling in the Charter School, the Foster Youth Liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. The last school attended by the foster child shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth 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, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county youth 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 youth's placement, when he/she is a student with a disability under state and federal special education laws.

5. 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. 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 youth.
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 youth.
8. Monitor the educational progress of foster youth 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 youth pursuant to Welfare and Institutions Code sections 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code Section 56055. The role of the Charter School liaison is advisory with respect to placement options and determination of the school of origin.

SCHOOL STABILITY AND ENROLLMENT

EBIA will work with foster youth and their parents/guardians/educational rights holders to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, including juvenile court youth, and children of military families have the right to remain in their school of origin if it is their best interest. EBIA will immediately enroll a foster youth or child of a military family seeking reenrollment in EBIA as his/her school of origin, regardless of the student's ability to meet normal enrollment requirements (e.g. producing medical records).

A foster youth or military youth who seeks to enroll in EBIA, but does not consider EBIA his/her school of origin, will be immediately enrolled if doing so would not violate the terms of EBIA's charter.

A student placed in a licensed children's institution or foster family home who enrolls in the Charter School 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 pursuant to Sections 361 or 726 of the Welfare and Institutions Code or Section 56055 of the Education Code 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 detention or 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 youth and the person holding the right to make educational decisions for the youth, recommend that the youth'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 youth 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 youth's best interests.

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

If the liaison, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth 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 youth, consistent with any enrollment procedures if the next school is a charter school. The foster youth 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 youth to remain in the school of origin, the youth 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 youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the foster youth.

Charter School is not required to provide transportation to a former foster child who has an IEP that does not require transportation as a related service and who changes residence but remains in his or her school of origin pursuant to this paragraph, unless the IEP team determines that transportation is a necessary related service.

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 youth, currently migratory youth, child of a military family, or pupil participating in a newcomer program transfers into the Charter School, the Charter School shall accept and issue full credit for any coursework that the youth has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall not require the foster youth to retake the course.

If the eligible youth 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 in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency. However, the Charter School may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the Charter School finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth 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 youth 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 student shall complete all courses required by the Charter School, and fulfill any additional graduation requirement prescribed by the Board.

However, when a foster youth, child of a military family, currently migratory youth or pupil participating in a newcomer program 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 in excess of the statewide coursework 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 eligible youth's transfer, the Head of School or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the youth's social worker or probation officer of the availability of the exemption and whether the youth qualifies for it. If the Charter School fails to provide timely notice pursuant to subparagraph, the youth shall be eligible for the exemption from local graduation requirements pursuant to this section once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption pursuant to this section.

To determine whether a youth is in his/her third or fourth year of high school, the Charter School shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. In the case of a student participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in his or her third or fourth year of high school.

If a student in foster care is exempted from local graduation requirements pursuant to this section and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of his or her fourth year of high school and that student would otherwise be entitled to remain in attendance at Charter School, Charter School shall not require or request that the student graduate before the end of his or her fourth year of high school.

The Executive Director or designee shall notify any foster youth 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 youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

A student, who is eligible for the exemption from local graduation requirements pursuant to this section and would otherwise be entitled to remain in attendance at the school shall not be required to accept the exemption or be denied enrollment in, or the ability to complete, courses for which he or she is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a student is not exempted from local graduation requirements or has previously declined the exemption pursuant to this section, Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, Charter School may not revoke the exemption.

If a student is exempted from local graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district

The Charter School shall not require or request a youth 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 youth or any person acting on behalf of a youth.

Upon making a finding that a youth 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 youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the foster youth and the person holding the right to make educational decisions for him/her how remaining in school for a fifth year will affect his/her ability to gain admission to a postsecondary educational institution.
3. Provide information to the foster youth about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the youth to stay in school for a fifth year to complete the Charter School's graduation requirements.

ELIGIBILITY FOR EXTRACURRICULAR ACTIVITIES

A foster youth 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.

ENGLISH LEARNERS

EBIA is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

PREGNANT AND PARENTING STUDENTS

EBIA recognizes that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the pupil's physician, which the pupil may take before the birth of the pupil's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. The Charter School will ensure that absences from the pupil's regular school program are excused until the pupil is able to return to the regular school program or an alternative education program.

Upon return to school after taking parental leave, a pregnant or parenting pupil will be able to make up work missed during his or her leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the pupil to be able to complete any graduation requirements, unless the Charter School determines that the pupil is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting pupils may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Head of School/Executive Director: Dean Marolla-Turner

3400 Malcolm Avenue, Oakland, CA 94605

Phone: 510-577-9557

A copy of the UCP is located in this Handbook and also available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

SECTION 504

EBIA 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 EBIA. 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 EBIA. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Superintendent. A copy of EBIA's Section 504 policies and procedures is available upon request at the main office.

SPECIAL EDUCATION /STUDENTS WITH DISABILITIES

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. EBIA provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the El Dorado County Selpa. These services are available for special education students enrolled at EBIA. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. EBIA collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, EBIA is responsible for identifying, locating, and evaluating children enrolled at EBIA with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. EBIA shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

Director of Student Support Services: Edmund Zander

3400 Malcolm Avenue, Oakland, CA 94605

Phone: 510-577-9557

HUMAN TRAFFICKING PREVENTION

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. Charter School believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of instruction on prevention of human trafficking. Please contact the front office if you wish for your student to opt out from this instruction. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

BULLYING AND CYBERBULLYING PREVENTION

EBIA has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

EBIA advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

EBIA informs Charter School employees, students, and parents/guardians of EBIA's policies regarding the use of technology in and out of the classroom. EBIA encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

EBIA employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. EBIA advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at EBIA and encourages students to practice compassion and respect each other.

EBIA educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other pupils based on protected characteristics.

EBIA's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

EBIA informs EBIA employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

EBIA annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other EBIA employees who have regular interaction with pupils.

EBIA informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

EBIA also informs certificated employees about the groups of students determined by EBIA, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

EBIA encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for EBIA’s students.

SUICIDE PREVENTION

The Board of Directors of East Bay Innovation Academy (“EBIA” or the “Charter School”) 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.

In compliance with Education Code section 215, this policy has been developed in consultation with EBIA and community stakeholders, EBIA school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating EBIA’s strategies for suicide prevention and intervention. EBIA must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, EBIA shall appoint an individual (or team) to serve as the suicide prevention point of contact for EBIA. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

A. Staff Development

EBIA, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model

of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or

social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - Youth who have suffered traumatic experiences.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - Charter School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on EBIA

- guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on EBIA guidelines;
- EBIA -approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- EBIA -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

B. Employee Qualifications and Scope of Services

Employees of EBIA must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

C. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This Suicide Prevention Policy shall be prominently displayed on the EBIA Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

D. Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, EBIA along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. 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 instruction shall not use the stress model to explain suicide.

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. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding EBIA's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

EBIA will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

E. Intervention and Emergency Procedures

EBIA designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Psychologist
- Director of Student Support Services

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at EBIA or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - 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.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
4. After a referral is made, EBIA shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation

and build understanding of care. If follow up care is still not provided, EBIA may contact Child Protective Services.

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 suicide prevention liaison shall follow the crisis intervention procedures contained in EBIA's 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.

In the event a suicide occurs or is attempted off the EBIA campus and unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like EBIA to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

F. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in EBIA activities to notify a teacher, the Executive Director, another EBIA administrator, psychologist, EBIA counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. EBIA staff should treat each report seriously, calmly, and with active

listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

G. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff.

EBIA shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the Executive Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased

- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

H. Student Identification Cards

EBIA will include the telephone number for the National Suicide Prevention Lifeline on all student identification cards. EBIA will also include the number for the Crisis Text Line and a local suicide prevention hotline on all student identification cards.

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 and citizenship 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"):

Dean Marolla-Turner 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, requests 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 employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or 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 themselves 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 conductor 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 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.

SUDDEN CARDIAC ARREST PREVENTION AND AUTOMATED EXTERNAL DEFIBRILLATORS

EBIA is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (“SCA”) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at EBIA, must review the information sheet on sudden cardiac arrest via the link below:

<https://www.cdc.gov/dhdsp/docs/cardiac-arrest-infographic.pdf>.

CONCUSSION/HEAD INJURIES

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because EBIA has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until he or she is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete’s parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

APPENDIX B: AVAILABILITY OF INFORMATION

AVAILABILITY OF HEALTH INSURANCE

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at:

http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf

The Charter School shall not discriminate against a pupil who does not have health care coverage or use any information relating to a pupil’s health care coverage or interest in learning about health care coverage in any manner that would bring harm to the pupil or the pupil’s family.

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.

MENTAL HEALTH SERVICES

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to contact Edmund Zander at 510-577-9557 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact Office Manager at 510-577-9557.

Available in the Community:

- Behavioral Health Care Services

2000 Embarcadero #400, Oakland, CA 94606

(510) 567-8100

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**

Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

Check Register

East Bay Innovation Academy
June 2019



Grand Total 187,485.67

Vendor	Check Number	Void	Date	Description	Check Amount
Alameda County Office of Education	6044	Voided	6/6/2019	customer # 000210	0.00
AT&T	6045	Voided	6/6/2019	BAN 9391062435	0.00
BambooHR	6046	Voided	6/6/2019	51x HR online, 4x performance feature	0.00
Beehively	6047	Voided	6/6/2019	Ongoing creation, hosting, maintenance and upgrades to public and private web pages	0.00
EdTec	6048	Voided	6/6/2019	inv# 16396	0.00
Halat, Anna (ee)	6049	Voided	6/6/2019	Dcoument camera, wooden dominoes, graph paper, Reflex subscription	0.00
Illuminate Education	6050	Voided	6/6/2019	INV0000036006	0.00
LA CHEIM SCHOOL, INC	6051	Voided	6/6/2019	ES Tuition May 2019	0.00
Marlin Business Bank	6052	Voided	6/6/2019	Customer Account Number: 1480401	0.00
Swing Education	6053	Voided	6/6/2019	INV00083621	0.00
Waste Management	6054	Voided	6/6/2019	customer ID 15-00043-73002	0.00
Alameda County Office of Education	6055		6/13/2019	customer # 000210	354.00
Christine Ashley	6056		6/13/2019	Clay for project; parking and dog fee for Intersession	254.69
AT & T	6057		6/13/2019	BAN 9391066883, 3800 Mountain Blvd	673.43
AT&T	6058		6/13/2019	BAN 9391062435	673.50
BambooHR	6059		6/13/2019	51x HR online, 4x performance feature	249.50
Beehively	6060		6/13/2019	Ongoing creation, hosting, maintenance and upgrades to public and private web pages	720.00
Bonsai	6061		6/13/2019	Inv# 2155, Wifi and network upgrade	17,986.53
CFI	6062		6/13/2019	Inv# 18392	2,758.56
Christina Clemens	6063		6/13/2019	8th grade food	80.85
CliftonLarsonAllen LLP	6064		6/13/2019	Account Number 213-115060	4,910.00
Lauren Combs	6065		6/13/2019	Clay for Art	41.29
Copower	6066		6/13/2019	CoPower ID 902360	2,441.37
East Bay Speech Pathology, Inc.	6067		6/13/2019	Inv #1066	18,984.00
Michelle Fitts	6068		6/13/2019	Capstone presentation supplies, 6th grade GLT funds	1,298.44
Darius Foster	6069		6/13/2019	Socks, one receipt	80.65

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
Halat, Anna (ee)	6070		6/13/2019	Dcoument camera, wooden dominoes, graph paper, Reflex subscription	410.27
Kaiser Foundation Health Plan	6071		6/13/2019	July 2019 healthcare premium	21,078.28
LA CHEIM SCHOOL, INC	6072		6/13/2019	ES Tuition May 2019	2,843.68
Law Offices of Young, Minney & Corr, LLP	6073		6/13/2019	Inv# 60261	4,749.52
Peter Leahey	6074		6/13/2019	Capstone project supplies	206.86
Marlin Business Bank	6075		6/13/2019	Customer Account Number: 1480401	237.78
Casey McAlduff	6076		6/13/2019	8th grade screen printing	37.98
Office Depot	6077		6/13/2019	Account number 16610744	61.15
Ready Refresh	6078		6/13/2019	Account Number 0035832427	111.70
Ready Refresh	6079		6/13/2019	Account number 0035832435	177.09
Revolution Foods, Inc.	6080		6/13/2019	customer #C001339	6,626.80
RingCentral Inc.	6081		6/13/2019	Customer ID 1184099019	714.16
Nicole Solis	6082		6/13/2019	8th grade food, notebook supplies, experiment supplies	146.47
STARLINE SUPPLY COMPANY	6083		6/13/2019	Customer #0001249	93.41
Swing Education	6084		6/13/2019	Sub coverage US week of 5/11-5/17	3,300.00
Teachers on Reserve	6085		6/13/2019	Inv# 82266	3,864.32
Mick Terrizzi	6086		6/13/2019	Health education sesssions, recycling bin, intersession supplies, end of year party pizza	667.14
THE COLLEGE BOARD	6087		6/13/2019	37 SATs, 7 unused test fees	2,612.25
Waste Management	6088		6/13/2019	customer ID 15-00043-73002	1,189.14
Janisse Watts	6089		6/13/2019	8th grade promotion supplies	43.76
Golden Gate Academy	6090		6/26/2019	Golden Gate Academy rent	25,965.00
Peter Leahey	6091		6/26/2019	Wood glue, glue guns, paint brushes, sharpies for capstone	36.00
Lina's Janitorial Services	6092		6/26/2019	June daily cleaning services, upper and lower, Inv 5	6,000.00
OUSD Buildings & Grounds	6093		6/26/2019	inv EBIA1OVSF19	46,437.00
PG&E	6094		6/26/2019	Account No: 40528656932	2,619.10
Holy Names University	6095		6/27/2019	First installment of HNU lab use fee for 19-20	5,750.00

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Credit Card Register

East Bay Innovation
Academy
June 2019

Grand Total 0.00

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Thunder Data Systems	6/25/2019		0.00
9515-2022	Black Tie Transportation	6/25/2019		0.00
9515-2022	Catsone.com	6/25/2019		0.00
9515-2022	Wells Fargo	6/25/2019		0.00

Check Register



EBIA
July 2019

Grand Total 217,776.48

Vendor	Check Number	Void	Date	Description	Check Amount
AT & T	6096		7/11/2019	BAN 9391066883, 3800 Mountain Blvd	673.43
AT&T	6097		7/11/2019	BAN 9391062435	673.43
BambooHR	6098		7/11/2019	Customer 25902	317.00
CoPower	6099		7/11/2019	CoPower ID 902360	2,338.33
Darius Foster	6100		7/11/2019	Set of Nike socks	80.65
Sean Gambrell	6101		7/11/2019	LiveScan reimbursement	69.00
Kaiser Foundation Health Plan	6102		7/11/2019	customer ID 709549-0000	22,517.04
Ronald Kemp	6103		7/11/2019	LiveScan reimbursement	52.00
Knowles Teacher Initiative	6104		7/11/2019	Christine Mandilage PD 6/10-6/14, Inv 1015	200.00
Marlin Business Bank	6105		7/11/2019	Customer Account Number: 1480401	237.78
Office Depot	6106		7/11/2019	Account number 16610744	196.07
RingCentral Inc.	6107		7/11/2019	Customer User ID 1184099019	714.16
Sandy Park	6108		7/11/2019	May and June LCAP consulting	7,250.00
Teachers On Reserve	6109		7/11/2019	inv 82930	1,095.15
Valerie Villarreal	6110		7/11/2019	LiveScan reimbursement	94.00
Vision Service Plan - (CA)	6111		7/11/2019	Client ID 30050552	393.89
BambooHR	6112		7/18/2019	Customer 25902	277.00
CDW Government	6113		7/18/2019	Customer Number 12218286	53,349.97
EBMUD	6114		7/18/2019	Account No: 49867400001	2,421.26
EdTec	6115		7/18/2019	inv# 16396	5,995.09
Esther B. Clark School at CHC	6116		7/18/2019	EBIA JW Inv 84970EBC	9,205.34
Illuminate Education	6117		7/18/2019	INV0000036006	13,248.00
Law Offices of Young, Minney & Corr, LLP	6119		7/18/2019	EBIA inv 60715	3,238.55
Office Depot	6120		7/18/2019	Account number 16610744	325.07
Ready Refresh	6121		7/18/2019	Account Number 0035832427	47.86
Ready Refresh	6122		7/18/2019	Account number 0035832435	68.56
Seneca Family of Agencies	6123		7/18/2019	Inv EBIA COMMAY19	7,500.00
Elizabeth Sims	6124		7/18/2019	LiveScan reimbursement	76.00
Swing Education	6125		7/18/2019	INV00088920	1,800.00
Waste Management	6126		7/18/2019	Customer ID 22-24511-33000	1,678.31
Waste Management	6127		7/18/2019	Customer ID: 15-00043-73002	1,098.46
WASC	6128		7/18/2019	Account No. 0161259932	2,460.00

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Vendor	Check Number	Void	Date	Description	Check Amount
AALRR Attorneys at Law	6129		7/29/2019	Client No 006340, invoice no 572336	141.63
Devereux	6130		7/29/2019	Account Number 348720	27,371.05
EdTec	6131		7/29/2019	EdTec back office services July 2019 (Inv 16685)	5,250.00
Golden Gate Academy	6132		7/29/2019	Monthly rent of Golden Gate Academy campus 19-20	26,745.00
LA CHEIM SCHOOL, INC	6133		7/29/2019	Transportation costs for ES from Feb-June 2019	4,827.20
Mountain Valley Child & Family Services	6134		7/29/2019	JW, EASTBAY, IN000030236	10,930.00
PG&E	6135		7/29/2019	Account No: 40528656932	1,799.60
Waste Management Of Alameda County	6136		7/29/2019	Customer ID 00513-38904	320.60
WASC	6137		7/29/2019	Account No. 0161259932	700.00

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EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

The Board of Directors of East Bay Innovation Academy (“EBIA”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by EBIA.

I. DEFINITIONS

1. Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by EBIA or by a party acting for EBIA. Such information includes, but is not limited to:

- a. Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
- b. Grades, test scores, courses taken, academic specializations and school activities;
- c. Special education records;
- d. Disciplinary records;
- e. Medical and health records;
- f. Attendance records and records of past schools attended; and/or
- g. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- a. Records that are kept in the sole possession of the maker, are used only as a



personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;

- b. Records maintained by a law enforcement unit of EBIA that were created by that law enforcement unit for the purpose of law enforcement;
- c. In the case of a person who is employed by EBIA but not in attendance at EBIA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
- d. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at EBIA;
- e. Records that only contain information about an individual after he or she is no longer a student at EBIA; or
- f. Grades on peer-graded papers before they are collected and recorded by a teacher.

2. Personally Identifiable Information

Personally identifiable information is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). Personally identifiable information includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to



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identify the student with reasonable certainty; or information requested by a person who EBIA reasonably believes knows the identity of the student to whom the education record relates.

3. Directory Information

EBIA may disclose the personally identifiable information that it has designated as directory information, consistent with the terms of the annual notice provided by EBIA pursuant to the FERPA (20 U.S.C. § 1232g). EBIA 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
- Participation in officially recognized activities and sports
- 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.)

4. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.



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5. Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

6. School Official

A school official is a person employed by EBIA 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 Board of Directors of EBIA. A school official also may include a volunteer for EBIA or an independent contractor of EBIA or other party who performs an institutional service or function for which EBIA would otherwise use its own employees and who is under the direct control of EBIA with respect to the use and maintenance of personally identifiable information 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.

7. Legitimate Educational Interest

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.

II. **DISCLOSURE OF DIRECTORY INFORMATION**

At the beginning of each school year, EBIA shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to require that EBIA not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify EBIA in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. EBIA will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

III. **ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS**

At the beginning of each school year, in addition to the notice required for directory information, EBIA shall provide eligible students currently in attendance and parents of students currently in attendance



with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by EBIA to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that EBIA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that EBIA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, EBIA shall comply with the request.



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1. Copies of Education Records

EBIA will provide copies of requested documents within five (5) business days of a written request for copies. EBIA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former pupils' records or (2) up to two verifications of various records of former pupils. The charge will not include a fee to search for or to retrieve the education records.

2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- (1) Inaccurate.
- (2) Misleading.
- (3) In violation of the privacy rights of the student.

EBIA will respond within thirty (30) days of the receipt of the request to amend. EBIA's response will be in writing and if the request for amendment is denied, EBIA will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, he or she must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

3. Hearing to Challenge Education Record

If EBIA denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Executive Director or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has



given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- (1) The Executive Director of a public school other than the public school at which the record is on file;
- (2) A certificated employee; and
- (3) A parent appointed by the Executive Director or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by EBIA to the parent or eligible student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Executive Director or designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, EBIA's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, EBIA decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, EBIA decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of EBIA, or both. If EBIA places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.



V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

EBIA must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and EBIA shall provide him or her with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

EBIA will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. EBIA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, EBIA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that EBIA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

EBIA will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, EBIA will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the pupil intends to enroll. EBIA will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, EBIA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon



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- request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
 4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
 5. Organizations conducting certain studies for EBIA in accordance with 20 U.S.C. § 1232g(b)(1)(F);
 6. Accrediting organizations in order to carry out their accrediting functions;
 7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
 8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
 9. Persons who need to know in cases of health and safety emergencies;
 10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
 11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the pupil’s educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by EBIA for student and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by EBIA; and/or
 12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by EBIA



with respect to that alleged crime or offense. EBIA may disclose the final results of the disciplinary proceeding, regardless of whether EBIA concluded a violation was committed.

VI. RECORD KEEPING REQUIREMENTS

EBIA will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of EBIA in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of EBIA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, EBIA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, EBIA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of EBIA.

Student cumulative records may not be removed from the premises of EBIA, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the EBIA premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)



VII. COMPLAINTS

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by EBIA to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-5920



EAST BAY INNOVATION ACADEMY (EBIA)
TEAM MEMBER HANDBOOK
July 2019

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Team Member Handbook

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

Team Member Handbook

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 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 (including but not limited to traits historically associated with race, such as hair texture and hairstyle, including braids, locks, and twists);
- 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 (including but not limited to traits historically associated with race, such as hair texture and hairstyle, including braes, locks, and twists); 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 prevention training within six (6) months of hire or their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and 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 prevention training 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.

Notwithstanding the above, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Head of School.

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) are encouraged to receive, renew, and

maintain basic first-aid and CPR certification. EBIA will periodically host First Aid and CPR training for teachers, assistants and staff; the class may take place outside of normal working hours

For additional information on these trainings, 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 any 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.

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

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days’ time record and to the team member’s supervisor immediately. Team members are encouraged to report any concerns regarding meal or rest periods to the 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. Such room/location shall not be a bathroom. 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 team members who are scheduled to work at least thirty (30) hours per week. The benefits package includes medical, dental and vision insurance.

EBIA employees who qualify to receive the EBIA insurance package (that is, regular full-time team members who work at least thirty (30) hours per week) and can provide written proof of alternate health and welfare benefits coverage as required by applicable law shall receive a “cash in lieu of benefits” stipend of \$3,000 annually in exchange for declining EBIA coverage. The employee must decline all three medical benefits—medical, dental, and vision

EBIA believes that providing for a team member’s future is important. All team members performing creditable service (e.g. teachers, counselors, administrators, etc) as defined by law automatically contribute to the State Teacher’s Retirement System (“STRS”). Operational and Administrative salaried employees who do not qualify for STRS membership will instead be able to contribute to a 403(b) retirement plan with up to a 3% matching contribution from EBIA.

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 reached 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- AND ALCOHOL-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 understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School. 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: _____



FREE AND REDUCED-PRICE MEALS POLICY

East Bay Innovation Academy (“EBIA” or “Charter School”) Governing Board (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Executive Director or designee shall facilitate and encourage the participation of students from low-income families in the Charter School’s food service program.

EBIA shall provide at least one nutritionally adequate meal (breakfast or lunch) each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

Free and Reduced-Price Meals Application and Notification

The Executive Director or designee shall ensure that the application form for free and reduced-price meals and related materials include the following statements:

1. Applications for free and reduced-price meals may be submitted at any time during a schoolday.
2. Children participating in the federal National School Lunch Program will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that if a child qualifies for free school lunches, then the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant’s consent for the child to participate in the Medi-Cal program, if eligible for free school lunches, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.
3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child’s parent or guardian.



4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If EBIA elects to post its free and reduced-price meals application online, it will include the following:

1. Require completion of only those questions necessary for determining eligibility.
2. Include clear instructions for families that are homeless or migrant.
3. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
4. Comply with the privacy rights and disclosure protections.
5. Include links to all of the following:
 - (i) The online application to CalFresh.
 - (ii) The online single state application for health care.
 - (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.
 - (iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.



Eligibility and ongoing eligibility shall be determined for the free and reduced-price meal program based on the criteria made available by the California Department of Education.

It is the policy of the Board that non-paying students shall not be shamed, treated differently, or served a meal that differs from the meal of a paying student. This Policy prohibits the Charter School from disciplining a pupil which would result in the denial or delay of a nutritionally adequate meal to that pupil.

EBIA shall notify a parent/guardian of the negative balance of a pupil's school meal account no later than thirty (30) days after the account has reached a negative balance. Before sending this notification to the parent/guardian, EBIA must exhaust all options and methods to directly certify the pupil for free or reduced-price meals. In the event that EBIA determines that a student who has accrued a negative balance would have been eligible for free or reduced-price school meals, the Charter School shall credit such balance in accordance with this Policy. EBIA shall reimburse school meal fees paid by a pupil's parent/guardian in the event that the pupil is subsequently determined to have qualified for free or reduced price meals. In the event that EBIA is not able to directly certify the pupil, EBIA shall provide the parent or guardian with a paper copy of, or an electronic link to, an application with the notification and contact the parent or guardian to encourage application submission.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Executive Director or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.



The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled pupil for purposes related to program eligibility and data used in local control funding formula calculations.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Executive Director or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Executive Director or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any pupil, unless otherwise authorized by law.
2. The public release of information regarding individual pupil participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.



Parent and Family Engagement Policy

East Bay Innovation Academy (“EBIA” or “Charter School”) has developed a written Parent and Family Engagement Policy (“Policy”) with input from Title I parents and families. EBIA has a copy of this policy available in the front office and it is also referenced in the Parent Student Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

EBIA Expectations and Objectives

In establishing the Charter School’s expectations and objectives for meaningful parent and family involvement, EBIA has established the following practices:

1. EBIA involves parents and family members in the joint development of the Charter School’s Parent and Family Engagement Plan.
 - School leadership meets regularly with the parent community and public at Cafelitos, where specific topics related to community engagement, academic program or other relevant areas are discussed,
 - School leadership seeks feedback at least annually from parents and family members through surveys on related topics,
 - School leadership collaborates with PAC, the Parent Advisory Council, to review, plan and implement strategies to engage the community.

2. EBIA provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
 - School leadership annually hosts Family Tech night, which is a tutorial designed for families to learn the learning management tools that the school uses to track student work and performance.

3. EBIA coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
 - For instance, the strategies mentioned above are also utilized to collaborate with the community to improve service delivery for students with special needs.



4. EBIA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
 - Executive Director or designee will share and revisit the policy at Cafelitos or other community events to gather feedback.
5. EBIA conducts an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
 - Through attendance, school leadership will ascertain if any groups are under-represented, and seek to increase representation by adjusting meeting times and/or making more translation services available.
6. EBIA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
 - In addition to Family Tech Night, EBIA welcomes individual and general feedback on the Personalized Learning Plan (PLP) conferences.
7. EBIA conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
 - In addition to the school-wide survey which invites feedback on effectiveness of communication strategies, EBIA administration welcomes specific and general feedback through direct outreach.
8. EBIA uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
 - EBIA seeks to maintain and augment strategies that are working, and to revisit the strategies that may not be working.
9. EBIA involves parents in the activities of the Charter School to adequately represent the needs of the population.
 - EBIA's Parent Advisory Council (PAC) collaborates with School staff directly on many student service and operational activities throughout the year. PAC recruits parent volunteers on on-going basis.



Involvement of Parents in the Title I Program

To involve parents in the Title I program at EBIA, the following practices have been established:

1. EBIA convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
 - One of the Cafelitos and PAC meetings cover Title I requirements and provides overview of the program at EBIA.
2. EBIA offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
 - Cafelitos are generally scheduled for the am, while PAC meetings are generally scheduled in the evenings.
3. EBIA involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the Charter School's Title I programs and the Parent and Family Engagement Policy.
 - At least once a year, Cafelitos and PAC meetings will report out on the status of the Title I program and seek comments and feedback.
4. EBIA provides parents of Title I students with timely information about Title I programs.
 - Parent Student Handbook contains overview of EBIA's
5. EBIA provides parents of Title I students with an explanation of the curriculum used at the Charter School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
 - This occurs at the Family Tech Night, and through our weekly grade-level newsletters.
6. If requested by parents of Title I students, EBIA provides opportunities for regular meetings that allow the parents to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children
 - Cafelitos and PAC meetings, which are regularly scheduled, are platforms for feedback on all topics, including Title I.

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If EBIA has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

School-Parent Compact



EBIA distributes to parents of Title I students a School-Parent Compact (the “Compact”). The Compact, which has been jointly developed with parents, outlines how parents, the entire Charter School staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the Charter School and families will partner to help children achieve the State’s high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- EBIA’s responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children’s learning, volunteering in the classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child’s class; and opportunities to observe classroom activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

Currently, the Parent Student Handbook serves as the Compact.

Building Capacity for Involvement

EBIA engages Title I parents in meaningful interactions with the Charter School. The Charter School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, EBIA has established the following practices.

1. EBIA provides Title I parents with assistance in understanding challenging state academic standards, state and local assessments, and how to monitor and improve the achievement of their children.
 - Family Tech night covers these topics, and individual family meetings, including PLPs, also review these topics.
2. EBIA provides Title I parents with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
 - Family Tech night covers these topics, and individual family meetings, including PLPs, also review these topics.



3. With the assistance of Title I parents, EBIA educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the Charter School.
 - Professional Development before the school year covers these topics and they are reiterated through staff meetings and Professional Development weeks during Intersession.
4. EBIA coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
 - In addition to activities mentioned above, parents are welcome to reach out to our Director of Student Support Services and the team, to seek and inquire about additional support.
5. EBIA distributes information related to Charter School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
 - EBIA communications are translated in Spanish as well as English, and repeated to ensure receipt. EBIA's website also contains helpful content and contact information.
6. EBIA provides support for parental involvement activities requested by Title I parents.
 - The Executive Director will designate staff on a case-by-case basis to meet the needs of Title I parents.

Accessibility

EBIA provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by bilingual website, emails and calls in English and Spanish, and translation at school events.



STUDENT WELLNESS POLICY

The Board of Directors of East Bay Innovation Academy (“EBIA” or the “School”) is committed to the optimal development of every student. EBIA believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines EBIA’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in EBIA have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the School campus—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after School;
- The School engages in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of EBIA in creating continuity between School and other settings for students and staff to practice lifelong healthy habits; and
- The School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students and staff in EBIA. Specific measurable goals and outcomes are identified within each section below.



I. School Wellness Task Force

Role and Membership

EBIA will convene a task force that meets at least once per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this Policy.

The task force will represent all school levels (middle and high schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g., Executive Director, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the task force will include representatives from each school building and reflect the diversity of the community.

Leadership

The Executive Director or designee(s) will convene the task force and facilitate development of and updates to the Policy and will ensure the School's compliance with the Policy.

Additionally, the designated official for oversight of the task force is:

Bonita Herrera, Director of Enrollment and Student Data

II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

Using the steps outlined below, EBIA will ensure the School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found at: www.eastbayia.org

Recordkeeping

EBIA will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy;
- Documentation demonstrating that the Policy has been made available to the public;
- Documentation to demonstrate compliance with the annual public notification requirements;
- Documentation of the triennial assessment of the Policy;



- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

Annual Notification of Policy

EBIA will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. EBIA will make this information available via the School website and/or School-wide communications. EBIA will provide as much information as possible about the School nutrition environment. This will include a summary of School's events or activities related to Policy implementation.

Triennial Progress Assessments

At least once every three years, EBIA will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the School is in compliance with this Policy;
- The extent to which the School's policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:
Dean Marolla-Turner, Executive Director, 510-577-9557

The Executive Director will monitor the School's compliance with this Policy.

EBIA will actively notify households/families of the availability of the triennial progress report.

EBIA will update or modify this Policy based on the results of the annual task force activities and triennial assessments and/or as School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

Community Involvement, Outreach and Communications

EBIA is committed to being responsive to community input, which begins with awareness of the wellness policy. EBIA will actively communicate ways in which representatives of the School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. EBIA will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards.

EBIA will use electronic mechanisms, such as email or displaying notices on the School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The School will ensure that communications are culturally and linguistically appropriate



to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important School information with parents.

The School will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. EBIA will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

III. Nutrition

School Meals

EBIA participates in USDA child nutrition programs, including the National School Lunch Program (NSLP), and The School is committed to offering school meals through the NSLP and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations (The School offers reimbursable school meals that meet USDA nutrition standards).
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
 - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
 - Sliced or cut fruit is available daily.
 - Daily fruit options are displayed in a location in the line of sight and reach of students.
 - All available vegetable options have been given creative or descriptive names.
 - Daily vegetable options are bundled into all grab-and-go meals available to students.
 - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
 - White milk is placed in front of other beverages in all coolers.
 - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
 - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
 - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
 - Student artwork is displayed in the service and/or dining areas.
 - Daily announcements are used to promote and market menu options.

Water



To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. EBIA will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

EBIA is committed to ensuring that all foods and beverages available to students on the School campus during the school day support healthy eating. The foods and beverages sold and served outside of the School meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the EBIA campus will meet or exceed the USDA Smart Snacks in School nutrition standards, including through:

1. Celebrations and parties. EBIA will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. EBIA will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. EBIA will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the EBIA campus during the school day. EBIA will make available to parents and teachers a list of healthy fundraising ideas

Nutrition Promotion

EBIA will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.



Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director or designee reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

IV. Physical Activity

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The School strives to meet the CDC recommendations through its programs and s

In developing these goals, the School reviewed and considered evidence-based strategies and techniques and parent input. EBIA will work toward achievement of these goals by encouraging physical activities during breaks in school schedule and by encouraging full participation in Fitness blocks.

V. Other Activities that Promote Student Wellness

EBIA will integrate wellness activities across the entire School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. EBIA will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of the task force and the community.

All School-sponsored events will adhere to this Policy’s wellness guidelines. All School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

EBIA will develop and maintain relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of



this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

Cover Sheet

Spring 2019 SBAC and AP Results

Section: V. Academic Excellence
Item: A. Spring 2019 SBAC and AP Results
Purpose: Discuss
Submitted by:
Related Material: AP Data May 2019.pdf
CAASPP Data May 2019.pdf
CAASPP Data by Subgroups.pdf
Lexile data 2018-2019.pdf
SAT data March 2019.pdf

AP Scores May 2019

	# of students	1	2	3	4	5
AP ES	24	7 29%	10 42%	1 4%	4 17%	2 8%
Comp Sci	16	2 13%	3 19%	7 44%	2 13%	2 13%
USH	39	13 33%	11 28%	9 23%	4 10%	2 5%
Physics	18	4 22%	4 22%	8 44%	2 11%	0 0%
AP Seminar	20	0 0%	2 10%	14 67%	4 19%	1 5%
WH	28	5 18%	10 36%	11 39%	1 4%	1 4%
ELA Lang	30	3 10%	13 43%	7 23%	6 20%	1 4%
Total	175	34 18%	53 29%	57 35%	23 13%	9 6%

AP Scores May 2018

	# of students	1	2	3	4	5
WH	42	8 19%	15 36%	10 24%	9 21%	0 0%

% 3 or better	EBIA	National
7	29%	49%
11	70%	69%
15	38%	54%
10	55%	63%
19	90%	81%
13	47%	56%
14	47%	55%
75	54%	

% 3 or better	
19	45%

CAASPP DATA

Class of 2025	6th grade	2019				
Proficiency Level	Not Met	Nearly Met	Met	Exceed	% Prof	State
ELA	18%	20%	36%	28%	64%	48%
Math	26%	25%	17%	32%	49%	37%
Class of 2024	7th grade	2019				
Proficiency Level	Not Met	Nearly Met	Met	Exceed	% Prof	State
ELA	25%	27%	34%	13%	48%	50%
Math	27%	24%	28%	22%	49%	37%
Class of 2023	8th grade	2019				
Proficiency Level	Not Met	Nearly Met	Met	Exceed	% Prof	State
ELA	25%	27%	34%	13%	47%	49%
Math	27%	24%	28%	22%	53%	37%
Class of 2019	11th grade	2019				
Proficiency Level	Not Met	Nearly Met	Met	Exceed	% Prof	State
ELA	12%	15%	29%	44%	73%	56%
Math	27%	24%	22%	27%	49%	31%

6th grade **2018**
% Prof
43.70%
42%

7th grade **2018**
% Prof
54.30%
48%

8th grade **2016**
% Prof
67.00%
43%

6th grade **2017**
% Prof
52.00%
66%

7th grade **2015**
% Prof
70.00%
52%

Grade 6 Means	ALL Prof %	AA (29) Prof %	Asian (6) Prof %	Latino (21) Prof %	Multi (15) Prof %	White (38) Prof %	SES(29) Prof %	EL(6) Prof %	Sped(12) Prof %
Math	49%	14%	50%	33%	87%	68%	28%	0%	9%
Reading	64%	43%	50%	47%	87%	79%	44%	0%	36%
Grade 7 Means	ALL Prof %	AA (26) Prof %	Asian (11) Prof %	Latino(28) Prof %	Multi(14) Prof %	White(38) Prof %	SES(38) Prof %	EL(7) Prof %	Sped(19) Prof %
Math	49%	27%	73%	29%	50%	75%	29%	0%	17%
Reading	48%	35%	55%	36%	50%	68%	32%	17%	22%
Grade 8 Means	ALL Prof %	AA (20) Prof %	Asian (9) Prof %	Latino(36) Prof %	Multi(19) Prof %	White(38) Prof %	Low SES(35) Prof %	EL(6) Prof %	Sped(11) Prof %
Math	48%	32%	56%	29%	44%	74%	41%	0%	9%
Reading	54%	37%	75%	29%	61%	78%	39%	0%	10%
Lower School Means	ALL Prof %	AA (75) Prof %	Asian (26) Prof %	Latino(85) Prof %	Multi(48) Prof %	White(114) Prof %	Low SES(102) Prof %	EL(19) Prof %	Sped(42) Prof %
Math	49%	24%	59%	30%	60%	72%	33%	0%	13%
Reading	55%	38%	60%	37%	66%	75%	38%	7%	23%

Grade 11 Means	ALL Prof %	AA(6) Prof	Asian (1) Prof %	Latino(15) Prof %	Multi(7)Prof of %	White(11) Prof %	Low SES(15) Prof %	EL (5) Prof %	Sped(13) Prof %
Math	50%	40%	100%	23%	60%	80%	23%	0%	13%
Reading	74%	60%	100%	62%	100%	80%	62%	67%	25%
Whole School Means	ALL Prof %	AA(101) Prof	Asian (36) Prof %	Latino(136) Prof %	Multi(74) Prof %	White(163) Prof %	SES(117)Prof %	EL(24) Prof %	IEP(55) Prof %
Math	49%	24%	63%	29%	60%	73%	32%	0%	13%
Reading	56%	40%	62%	39%	69%	75%	41%	17%	23%

Achieve 3000 Lexile Data

August 2018 to April 2019

Total students enrolled	574
Completed Activities	11,882
Activities/student	26
Average Score	74%
Student use after school	86.10%

Monthly usage

August	125
September	3151
October	3919
November	1949
December	3317
January	3839
February	2352
March	3407
April	4547

Annual Growth

	Expected	Actual
6th grade	48	41
7th grade	44	76
8th grade	43	26
9th grade	76	0
10th grade	30	43
11th grade	27	29

College Readiness

	Percent	# of Stdnts
08/01/18	25.80%	146
05/01/19	32.40%	186

SAT - March 2019

College Readiness

		EBIA	National
ELA (510)	25/33	76%	70%
Math (540)	14/33	42%	49%

Average Scores

ELA	541
Math	525
Total	1066

Subgroup Averages

	EBIA
AA	1001
Latinx	940

Score bands

600 - 790	6%
800 -990	39%
1000 - 1190	24%
1200 - 1390	27%
1400 - 1600	3%

PSAT Data

	# of students	ELA avg	Math avg	Total avg	ELA - CR
9th (Class 2022)	69 students	446	422	868	59%
10th (Class 2021)	63 students	500	475	975	76%
11th (Class 2020)	36 students	498	465	963	67%

National
967
990

Math - CR

39%

48%

31%

Cover Sheet

2019 Summer Activity Report Out

Section: V. Academic Excellence
Item: B. 2019 Summer Activity Report Out
Purpose: Discuss
Submitted by:
Related Material: US Summer School Completion 2019.pdf

# Students Completed	Total Students
18	21
Class Pass Rate:	85%
No Pass List (deadline extended)	Reason
Student 1	<45 hrs <62% Progress
Student 2 Class 1	<45 hrs <62% Progress
Student 2 Class 2	<45 hrs <62% Progress
Student 3 Class 1	<45 hrs <62% Progress
Student 3 Class 2	<45 hrs <62% Progress

Cover Sheet

EBIA Academic Programs and Priorities for 2019 -2020

Section: V. Academic Excellence
Item: C. EBIA Academic Programs and Priorities for 2019 -2020
Purpose: Discuss
Submitted by:
Related Material: Beginning of Year PD Feedback.pdf
Goals 2019 -2020.pdf
Lower School Course Offerings 19-20.pdf
Orientation Week Survey results.xlsx
US course schedule revised.pdf
WASC - Initial Introduction.pdf

New Staff

	Monday	Tuesday	Wednesday	Thursday	Friday	Average
#	16	15	14	13	15	
A	87.50%	66.70%	50%	61.50%	80%	69.14%
B	12.50%	12.50%	35.70%	38.50%	20%	23.84%
C			14.30%			14.30%

All Staff

	Monday	Tuesday	Wednesday	Thursday	Friday	Average
#	27	30	26	26	7	
A	44.40%	46.20%	50%	66.70%	71%	55.74%
B	40.70%	42.20%	50.00%	29.20%	29%	38.14%
C	11.10%	11.60%		4.20%		8.97%
D	3.70%					3.70%

Goals for 2019 - 2020

- Graduate our First Class, College, Career, and Community Ready
- Complete WASC SelfStudy and secure 6 year Accreditation
- Build School and Staff Culture and Climate
- Revise and Refine Intervention and Enrichment thru ILT time
- Scale up enrollment to fulfill our goal of Diversity by Design
- Refine, revise and codify structures and systems, both Instructional and Operational
- Collaboratively investigate bell schedules that best meet the needs of our kids and teachers
- Work to close the Achievement Gap for our Students through laser-light focused data driven instruction.....



Lower School Course Offerings 19-20

6th

Advisory
SEL
ELA
Math
History
Science
ILT
Fitness
Computer Science
Academic Success

7th

Advisory
SEL
ELA
Math
History
Science
ILT
Fitness
Art

8th

Advisory
SEL
ELA
Math
History
Science
ILT
Fitness
Spanish

Dept	P1	P2	P3	ILT	P4	P5	P6
Art		VIS ART I	VIS ART I		VIS ART II		APSA
		C2	C2	C2	C2		C2
CS	VIS ART I	CS1			CS1	AP CS	
	C2	H2		H2	H2	H2	
D42	ACAD42		MATHD42			ELAD42	ACAD42
	H2		H2	NA		B1	H2
ELA		ENG9	ENG9			ENG9	AP LANG
		C1	C1	C1		C1	C1
ELA	AP RES				AP SEM		AP LIT
	B2			B2	B2		D1
ELA	ENG10						
	C1			NA			
Hist	APWH	GOVECON	WH		WH	(PHYSED) PHYSED	
	D1	D1	D1	Library	D1	Gym	
Hist/ELA		US HIST	AP US HIST			US HIST	ENG10
		D2	B2	D2		D2	D2
Hist/ELA	ENG11		GOVECON		GOVECON		ENG11
	D2		D2	D1	D2		B2
Math	ALG1	STAT			ALG1		ALG1
	I1	I1		I1	I1		I1
Math	PRECAL	PRE CALC			GEO	GEO	
	H3	I2		G1	I2	I2	
Math/PE	ALG2		ALG2			AP CAL BC	PHYSED
	I2		I2	I2		I1	Gym
Sci	AP PHYS		CS2		PHYS		PHYS
	H1		H1	H1	H1		H1
Sci			CHEM		CHEM	CHEM	BIO
			F2	F2	F2	F2	F2
Sci/PE	BIO	AP ENV SCI	BIO			PHYSED	
	G1	G1	G1	Library		Gym	
Span		SPAN3	SPAN2			SPAN1	SPAN2
		H3	H3	H3		H3	H3

WASC Introduction

ACS WASC Philosophy

The philosophy of the Accrediting Commission for Schools centers upon three beliefs:

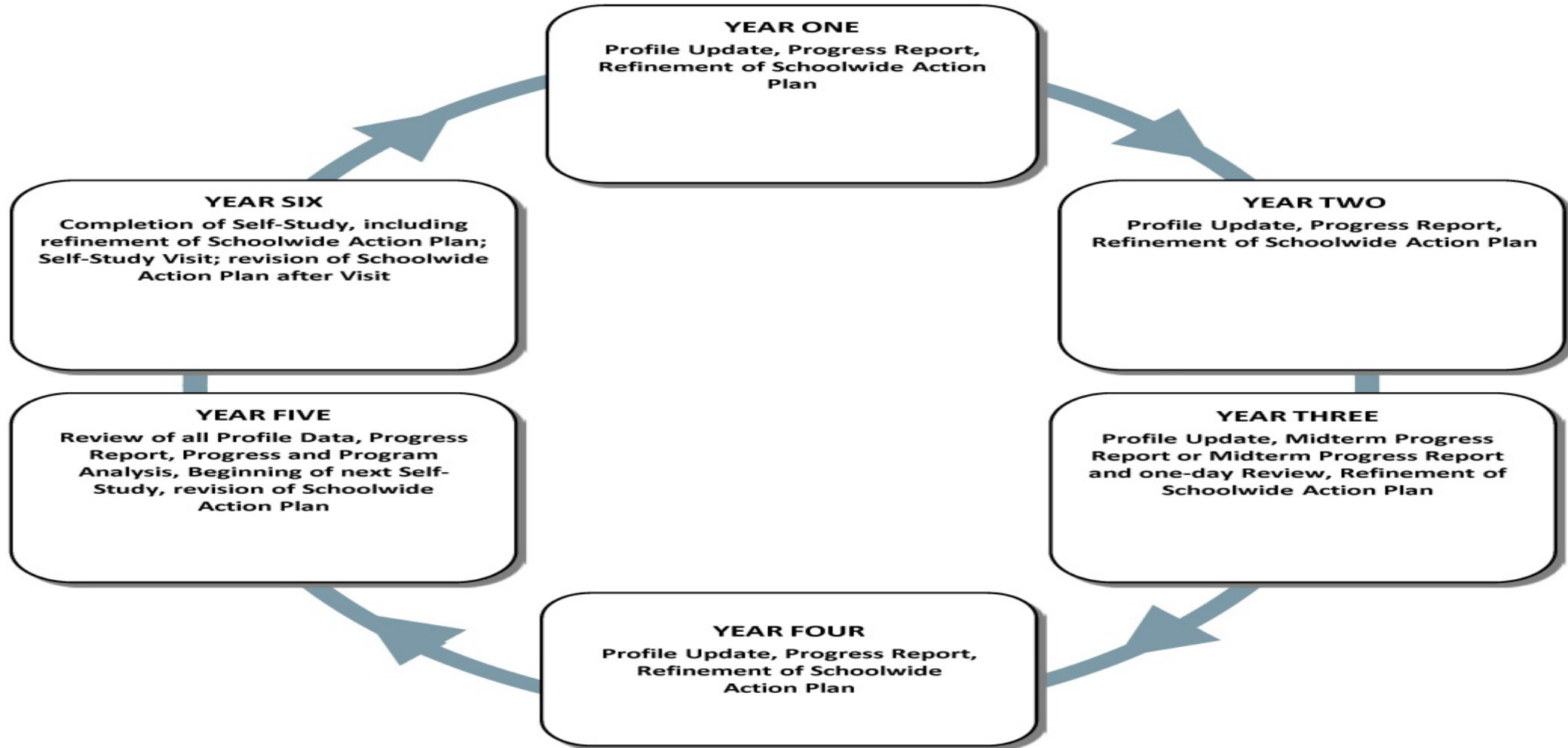
- (1) a school's goal is successful student learning;
- (2) each school has a clear purpose and schoolwide student goals;
- (3) a school engages in external and internal evaluations as part of continued school improvement to support student learning.

Accreditation is integral to a school's perpetual cycle of assessment, planning, implementation, monitoring, and reassessment based upon student achievement. It fosters excellence in elementary, secondary, adult, and postsecondary education by encouraging school improvement through a process of continuing evaluation and to recognize, by accreditation, schools that meet an acceptable level of quality in accordance with established criteria. In addition to its official title, WASC also means *We Are Student-Centered*.

Why Accreditation?

- Validates the integrity of the school's program and transcripts
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable education program — a trustworthy institution for student learning
- Facilitates transfer of credits to other English-speaking schools — critical for college/university acceptance worldwide
- Fosters the ongoing improvement of the school's programs and operations to support student learning
- Provides valuable insight from fellow educators visiting the school

ACS WASC Accreditation Cycle of Quality



Self-Study:

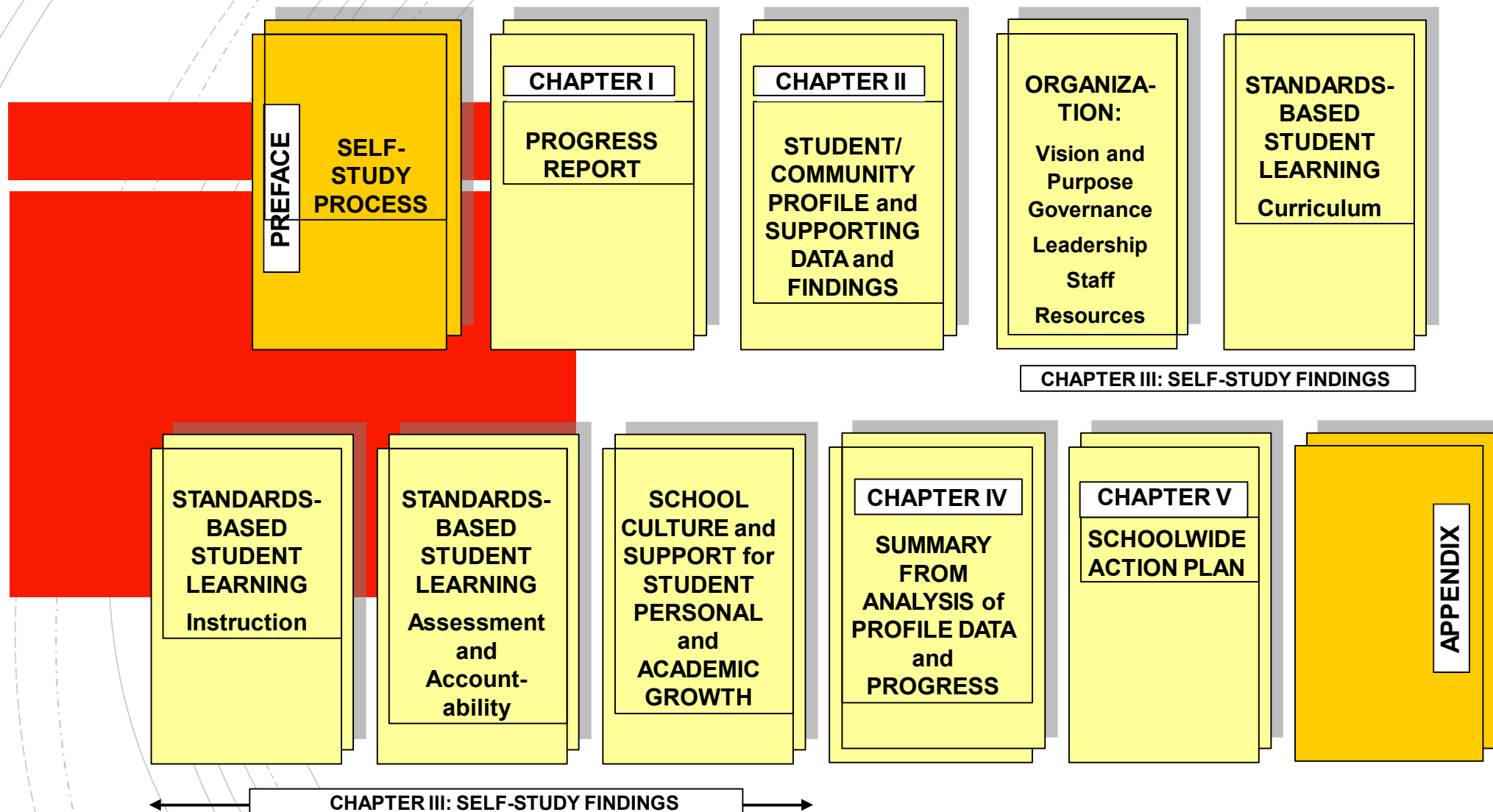
- **Review progress on schoolwide action plan from previous self- study**
- **Refine Student/Community Profile**
- **Clarify schoolwide learner outcomes**
- **Identify major student learner needs**
- **Analyze the quality of all students' learning, the programs and processes based on ACS WASC/CDE criteria**
- **Revise the schoolwide action plan and monitoring process**

Visit:

- **Work with visiting committee chair to support the self-study process**
- **Gain insight and perspective from visiting committee regarding school program based on ACS WASC/CDE criteria and student learning data**

Follow-Up:

- **Refine, implement, and monitor schoolwide action plan aligned with LCAP**
- **Analyze evidence of student achievement of academic standards and schoolwide learner outcomes**
- **Refine next steps**
- **Inform school community of progress**



Chapter I: Progress Report (correlates to Task 1)

- Describe any significant developments that have had a major impact on the school and/or specific curricular programs since the last full visit.
- Comment on the process for implementing and monitoring the schoolwide action plan aligned with LCAP.
- Summarize progress on each section of the current schoolwide action plan that incorporated *all schoolwide critical areas (growth areas for continuous improvement)* from the last full self-study and all intervening visits.
- Comment on the original critical areas for follow-up (*growth areas for continuous improvement*) not in the current plan.

Chapter II: Student/Community Profile and Supporting Data and Findings (correlates to Task 2)

Tell the story of your school through the use of data and information. This thorough examination of the school includes:

- The history and background of the school
- A description of the school programs
- California School Dashboard performance indicators and other local measures
- Examination of perceptual data, such as surveys
- Provide findings, noting trends, irregular patterns or anomalies for the data, including longitudinal and disaggregated data
- Provide a **brief summary** that includes:
 - Implications of the data
 - Identification of 2–3 preliminary major student learner needs (at this stage of analysis)
 - Important questions to be discussed in the Focus Groups.
- Include related profile materials in the appendices at the end of the report.

Chapter IV: Summary from Analysis of Identified Major Student Learning Needs (correlates to Task 4)

- Summarize the identified major student learner needs based on profile and Focus Group findings and California School Dashboard Results for student groups.

Chapter V: Schoolwide Action Plan (correlates to Task 5)

- A. Revise the schoolwide action plan. Ensure the plan is aligned with the Local Control and Accountability Plan.
- B. State any additional specific strategies to be used by staff within each subject area/ support program to close achievement gaps of student groups in the schoolwide action plan.
- C. Describe the school's follow-up process, ensuring an ongoing improvement process.

**Chapter III:
Self-Study
Findings
(correlates to Task
3 and Tools)**

- **The meat of the report!**
- **Your turn!**
- **Working in Chapter III Groups, develop a 5 minute presentation to explain the what goes into each criteria in your category!!**
 - **A. Organization: Vision and Purpose, Governance, Leadership, Staff, and Resources**
 - **B. Standards-based Student Learning: Curriculum**
 - **C. Standards-based Student Learning: Instruction**
 - **D. Standards-based Student Learning: Assessment and Accountability**
 - **E. School Culture and Support for Student Personal and Academic Growth Culture.**

Cover Sheet

Director of College Readiness - College Readiness Program Overview - 12th Grade Launch

Section: V. Academic Excellence
Item: D. Director of College Readiness - College Readiness Program Overview
- 12th Grade Launch
Purpose: Discuss
Submitted by:
Related Material: Tri1 College Readiness Update 8_24_19 .pdf

College Readiness Update 2019-2020



College Readiness Agenda

- Graduation Requirements Update
- “True Trimester” and Credits Update
- Best Practices for Counseling Update
- 19-20 Fall College Readiness Calendar

Graduation Requirement Systems

System	ELA	Math	Comp. Sci.	LOTE	History	Science	Art	PE
CA State	3 years	2 years	1 year*	1 year*	3 years	2 years	1 year*	2 years**
EBIA	4 years	4 years	1 year	2 years	3 years	4 years	1 year	1 year
CSU	4 years	3 years	N/A	2 years	2 years	2 years	1 year	N/A
UC	4 years	3 years	N/A	2 years	2 years	2 years	1 year	N/A

*One year of either visual arts, foreign language or career technical education

**As a charter school, EBIA exempt from 2 year PE requirement

By the UC/CSU “A-G” Letter

A-G Subject Requirements	EBIA Graduation Requirements	California State University (CSU) Requirements	University of California (UC) Requirements
History/Social Science (A)	3 years	2 years	2 years
English (B)	4 years	4 years	4 years
Mathematics (C)	4 years	3 years (4 years recommended)	3 years (4 years recommended)
Laboratory Science (D)	4 years	2 years (3 years recommended)	2 years (3 years recommended)
Foreign Language (E)	2 years	2 years	2 years (3 years recommended)
Visual/Performing Art (F)	1 year	1 year	1 year
Comp Sci (EBIA req.) (G)	1 year	No requirement	No requirement
Physical Education (CA req.)	1 year	N/A	N/A
Exams	N/A	SAT or ACT	SAT with writing or ACT with Writing

Language other than English (LOTE) 2019-2020 “F”

- Last year during this time, 3 years of Foreign Language were required to graduate
- Two years of Foreign language required this year
- Three years are still highly recommended! The UCs and private colleges do still place value on the third year

Physical Fitness 2019-2020

- Last year at this time, two years of Fitness were required to graduate from EBIA
- One year is required starting this academic year
- You can still take Fitness here as many years as you want, so long as you are fulfilling your other graduation requirements
- You may request a Fitness log from Mr. Terrizzi to fulfill this requirement outside of school

Physical Fitness 2019-2020 cont'd

- If you opt to take Fitness outside of school, a professional must log your hours on the EBIA fitness log
- This person cannot be your mom or anyone in your family :)
- If you opt to go to the gym, bring your log so that the front desk employee can log your entry and exit times
- Fitness at community college counts as well! 1 college unit = 3.333 high school credits
- To fulfill EBIA's fitness graduation requirement, a student needs to complete **120 hours of fitness** outside of school OR do a section of Fitness at EBIA

Credit Policy 2019-2020

- To graduate from EBIA, a student needs to complete **212 credits** in Math (40), English (40), Science (40), History (30), Foreign Language (20), Fitness (10), Computer Science, Art (10), and Advisory/ILT (12)
- 1 year of passing grade = 10 High School Credits
- Yes, you can fail advisory and not graduate!
- Work with your advisor and Mr. Alix to determine how many credits you have
- You need 80 hours of community service in addition to these requirements to graduate
 - Check in with Mr. Terrizzi to figure out what counts and what doesn't!

How a Student Earns Credit



Trimester	Credits
Trimester 1	3
Trimester 2	3
Trimester 3+ Capstone	4
Total	10

Each Trimester's grade determines whether you earn credit for that trimester.

Scenario 1:
Fail Tri 1, then Pass Tri 2, 3 and capstone
Total Credits Earned = _____
Summer School Credits Needed: _____

Scenario 2:
Pass Tri 1, Fail the rest of the year
Total Credits = _____
Summer School Credits Needed: _____

Pros to Bearing Credit at Trimester

- Rewards students multiple times in the year for sustained effort
- Prevents “tanking”
 - Students who have performed so poorly during T1 and T2 (no mathematical chance of passing during T3) begin to focus on other classes
- Gives students many attempts in year to improve GPA
 - Can improve GPAs in time for summer and college applications
 - Incentivizes sustained effort with checkpoints throughout the year
 - student's GPAs change throughout the year, making it easier for them to see the fruits of their labor in their cumulative GPA
- Rewards transitioning students

Credit Recovery and Outside Coursework

- So long as the course is UC/CSU approved, students may take coursework online (APEX, UC Scout, BYU, etc) to fulfill EBIA and UC college requirements
- Most summer and evening coursework in the Peralta Community College system (Laney, Merritt, etc.) is also UC/CSU approved
- Check the [UCOP Website](#) or check with Mr. Alix to see if your course is UC approved!

Student's GPA

- In past year's, we had +/- on grades, but they didn't affect UC GPA calculation. Pluses and Minuses are no longer assigned.
 - This year: a B is 80 to 89. This is worth 3 points in your GPA Calc.
 - This is a change from last year to create stronger alignment with the UC GPA
- Your EBIA GPA and UC GPA are calculated on the same scale.
 - F = 0, C = 2, B = 3, A = 4
- Your UC GPA (and don't tell freshmen yet :)) only takes into account your 10th and 11th grade years
- AP coursework gives you a 1 point addition to your regular GPA

GPA Calculation Example:

	Math	ELA	History	Science (AP class)	Span	Elective	GPA
Tri 1	B = 3	A = 4	C = 2	B = 4	A = 4	A = 4	$21/6 = 3.5$
Tri 2	B = 3	B = 3	F = 0	A = 5	A = 4	C = 2	$17/6 = 2.8$
Tri 3 + Cap	B = 3	C = 2	B = 3	A = 5	A = 4	B = 3	$20/6 = 3.3$
Overall							$9.6/3 = 3.2$

Best Practices- Advisor/Teacher

- Encourage students to calculate their UC/CSU GPAs (remember, pluses and minuses don't count)
- Don't be afraid to think outside of box for students who are within ~4 percentage points of a passing grade
 - Sometimes, a single percentage point from passing means a student has to repeat an entire year's worth of coursework
 - Consider extra credit, additional assignments, additional projects
 - Equity over equality; we want good outcomes for everyone
 - This affects our target populations disproportionately
 - Disrupts school to prison pipeline when students pass classes

East Bay Innovation Academy - Board Meeting - Agenda - Monday August 26, 2019 at 8:00 PM

EBIA College Readiness Calendar

September 2019

N°	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
36	1	2	3 CSU Monterey Bay 2:30pm	4 San Francisco State 8:30am	c5	6	7
37	8	9	10 Bucknell University 2:30pm	11	12 Notre Dame de Namur University 9:00am	13 College of Mount Saint Vincent 8:30am	14 ACT Testing Date
38	15	16 St. Mary's College 8:30am	17 Washington State University 2:30pm	18	19 Northwestern University 8:30am College Readiness Night @ Upper: 6-7pm	20	21
39	22	23	24	25	26	27 UC San Diego 8:30am	28

October 2019

N°	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
36			1 CSU Application Goes Live! Dartmouth College 3pm First Day to Submit FAFSA	2	2 FAFSA Workshop in ILT Part 1 8:30am	4 Preferred AP Exam Ordering Deadline	5 SAT Testing Date
37	6	7	8 College Application Workshop in ILT 8:30	9	10 FAFSA Workshop in ILT Part 2 8:30am	11	12
38	13	14	15	16 Schoolwide PSAT Testing Date	17	18	19

October, cont'd

	20	21 Babson College 8:30am	22	23	24	25	26
39							
40	27 College Intersession /FAFSA Workshop	28 College Intersession /FAFSA Workshop	29 College Intersession /Apps Workshop	30 College Intersession /Apps Workshop	31 College Intersession /Apps Workshop		

November 2019

N°	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
36						1 UC APPS GO LIVE! Early Action/Early Decision Deadline for most Common App Schools!	2 SAT Testing Date
37	3	4	5 College Application Workshop in ILT 8:30	6	7	8	9
38	10	11	12	13	14	15 Early Action/Decision Deadline for many Common App Schools!	16

November, cont'd

39	17	18	19	20	21	22	23
40	24	25	26	27	28	29	30 <u>UC AND CSU</u> APPS DUE!!

Cover Sheet

Update on 2019 - 2020 Staffing

Section: V. Academic Excellence
Item: E. Update on 2019 - 2020 Staffing
Purpose: Vote
Submitted by:
Related Material: EBIA_Local Assignment Option.pdf

Board Policy regarding the use of the Local Assignment Option

Discussion/Action Item

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. One option is EC § 44258.3 which allows local school districts to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher's subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment.

This policy is to establish the East Bay Innovation Academy district's plan (in attachment A) to implement these options.

Recommendation:

The administration recommends approval of this Board Policy to provide greater flexibility in local teacher assignments in grades K-12.

Attachment A

East Bay Innovation Academy District Plan

Education Code §44258.3

Purpose: It is the intent of East Bay Innovation Academy District to facilitate the assignment of teachers in accordance with EC §44258.3 when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s). The following procedures are intended to provide for the implementation of this Board Policy.

1. Head of School or Director of Innovative Instruction (Site Administrator) identifies a subject-matter assignment need at one of our schools.
2. Site Administrator determines whether any existing staff or candidates have the appropriate credential and are interested in the assignment or whether EC §44258.3 should be used.
3. Site Administrator identifies consenting teacher for possible assignment pursuant to EC §44258.3 or a teacher may request to fill the assignment.
4. Teacher submits a petition form to teach in the position. (Attachment A.1 for form draft). The petition denotes criteria upon which petition is based, teacher consent, site administrator's recommendation of assignment, and that the assignment is for one year and may be extended for additional time if the teacher and school district consents.
5. A review panel, selected by the district, will consist of site administrators, teachers, and a representative from the Admin credentialing team. This Assignment Review Panel conducts, prior to the beginning of the assignment, an assessment in accordance with EC §44258.3. This assessment must determine evidence of the candidate's knowledge of the subject matter to be taught and at the grade level to be taught.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
- b. Successful completion of intensive professional development in the subject to be taught
- c. Review of portfolio containing evidence of demonstrated knowledge
- d. Results of oral interviews
- e. Practical experience
- f. Passage of an examination that is valid for the subject and grade level
- g. Observation over time of the teacher in the subject in the grade level currently being taught
- h. Observation of a demonstration lesson in the subject and at the grade level to be taught
- i. Professional Growth Plan - The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position
- j. Successful completion of college or university course work in the subject to be taught
- k. Successful prior work experience in the content area

6. The Assignment Review Panel makes a final disposition on whether to recommend that a teacher be assigned under EC §44258.3. The Assignment Review Panel informs the designee of the district of the results of the review, and records on form (Attachment A.2 for form draft).

Note:

- For assignments under EC §44258.3, the Head of School, or other appropriate administrator, shall notify the exclusive representative of the certificated employees for East Bay Innovation Academy, as provided under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, of each instance in which a teacher is assigned to teach classes pursuant to the section.
- East Bay Innovation Academy will report to our chartering authority instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9. A school district may forward a copy of their board- approved policies that may assist the chartering authority during the monitoring process.

Attachment A.1

**East Bay Innovation Academy
Petition to Teach Departmentalized Subjects Under EC §44258.3**

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades 1 through 12 in accordance with EC §44258.3.

Teacher: _____ SSN: _____

School: _____

Subject(s) being requested: _____

Initial Request

Subsequent Request

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

College/university course work

Relevant on-the-job experience or previous teaching in the subject area

Relevant volunteer experience

Subject-matter examination

Demonstrated competency in the subject to be taught

Portfolio related to subject(s)

Relevant professional growth activities

Recommendations from other subject-matter specialists or experts

Other (specify) _____

Attachment A.2

**East Bay Innovation Academy
Assessment of Adequacy of Subject-Matter Knowledge**

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades 1 through 12, in accordance with EC §44258.3.

Teacher: _____ SSN: _____

Subject(s) being requested: _____

Assessment Team Leader: _____

Assessment Team Members:

Subject-Matter Specialist on Team/Consulted _____

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher (please circle elements considered):

Successful prior teaching of the subject

Successful completion of intensive professional development in the subject

Review of a portfolio containing evidence of demonstrated knowledge

Results of a semi-structured interview

Successful completion of college or university course work in the subject

Passage of an examination related to the course, grade level and state framework for the subject to be taught

Observation of the teacher in the subject and grade level currently being taught

Observation of a demonstration lesson in the subject to be taught at the grade level to be taught

Successful prior work experience in the content area

Proof of professional performance in the content area

Other (specify) _____

The results of the methods indicated on the first page of this form are as follows:

Based upon the assessments indicated, we recommend the following action:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying:

Clear verification

Approval with professional growth/support plan

DISAPPROVAL of the petition

The panel recommends that the following elements be included in the professional growth/support plan:

Assessment Team Leader's Signature

Date

Cover Sheet

2018 -2019 EBIA Unaudited Financials

Section: VI. Finance and Development
Item: A. 2018 -2019 EBIA Unaudited Financials
Purpose: Vote
Submitted by:
Related Material: EBIA 18-19 Unaudited Actuals.pdf
EBIA_financial summary for the board_Aug 2019.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

CHARTER SCHOOL CERTIFICATION

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

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

For information regarding this report, please contact:

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

To the entity that approved the charter school:

() 2018-19 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: _____ Title: _____

To the County Superintendent of Schools:

() 2018-19 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:

() 2018-19 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, 2018 to June 30, 2019

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	3,174,734.00		3,174,734.00
Education Protection Account State Aid - Current Year	8012	106,720.00		106,720.00
State Aid - Prior Years	8019	9,225.00		9,225.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,362,254.00		1,362,254.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		4,652,933.00	0.00	4,652,933.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		45,600.00	45,600.00
Special Education - Federal	8181, 8182		292,770.00	292,770.00
Child Nutrition - Federal	8220		31,809.48	31,809.48
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	370,179.48	370,179.48
3. Other State Revenues				
Special Education - State	StateRevSE		466,132.00	466,132.00
All Other State Revenues	StateRevAO	234,309.21	300,187.52	534,496.73
Total, Other State Revenues		234,309.21	766,319.52	1,000,628.73
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	294,421.98	197,440.96	491,862.94
Total, Local Revenues		294,421.98	197,440.96	491,862.94
5. TOTAL REVENUES				
		5,181,664.19	1,333,939.96	6,515,604.15
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,773,145.43	370,118.19	2,143,263.62
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	447,173.12	165,137.33	612,310.45
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		2,220,318.55	535,255.52	2,755,574.07
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	28,074.50	135,398.30	163,472.80
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	217,789.57	4,711.19	222,500.76
Clerical, Technical and Office Salaries	2400	145,107.30	2,527.54	147,634.84
Other Noncertificated Salaries	2900	70,464.76	1,646.18	72,110.94
Total, Noncertificated Salaries		461,436.13	144,283.21	605,719.34

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: East Bay Innovation Academy

CDS #: 01612590129932

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	351,519.68	77,151.31	428,670.99
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	67,780.95	17,963.23	85,744.18
Health and Welfare Benefits	3401-3402	191,463.50	41,994.51	233,458.01
Unemployment Insurance	3501-3502	12,426.77	3,007.76	15,434.53
Workers' Compensation Insurance	3601-3602	29,106.41	6,191.40	35,297.81
OPEB, Allocated	3701-3702	3,722.64	2,644.96	6,367.60
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		656,019.95	148,953.17	804,973.12
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	1,599.20	0.00	1,599.20
Books and Other Reference Materials	4200	689.77		689.77
Materials and Supplies	4300	49,599.90	41,980.82	91,580.72
Noncapitalized Equipment	4400	242,623.74	19.97	242,643.71
Food	4700	23,999.39	35,140.43	59,139.82
Total, Books and Supplies		318,512.00	77,141.22	395,653.22
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	1,004.51	81.64	1,086.15
Dues and Memberships	5300	12,448.51	0.00	12,448.51
Insurance	5400	38,102.00	0.00	38,102.00
Operations and Housekeeping Services	5500	150,083.32	1,917.67	152,000.99
Rentals, Leases, Repairs, and Noncap. Improvements	5600	224,586.16	209,465.93	434,052.09
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	712,630.39	450,515.88	1,163,146.27
Communications	5900	23,601.28	0.00	23,601.28
Total, Services and Other Operating Expenditures		1,162,456.17	661,981.12	1,824,437.29
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		4,818,742.80	1,567,614.24	6,386,357.04

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

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)		362,921.39	(233,674.28)	129,247.11
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	(274,868.50)	274,868.50	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(274,868.50)	274,868.50	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		88,052.89	41,194.22	129,247.11
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	502,252.67		502,252.67
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		502,252.67	0.00	502,252.67
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		590,305.56	41,194.22	631,499.78
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		41,194.22	41,194.22
c. Unrestricted Net Position	9790A	590,305.56	0.00	590,305.56

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

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	140,230.95	41,194.22	181,425.17
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	995,000.81		995,000.81
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	73,033.65		73,033.65
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		1,208,265.41	41,194.22	1,249,459.63
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	567,953.24		567,953.24
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	50,008.00		50,008.00
6. TOTAL LIABILITIES		617,961.24	0.00	617,961.24
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)		590,304.17	41,194.22	631,498.39

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

July 1, 2018 to June 30, 2019

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	except 3801-	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, 2018 to June 30, 2019

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 2017-18 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 2020-21.

a. Total Expenditures (B8)	6,386,357.04
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]	370,179.48
c. Subtotal of State & Local Expenditures [a minus b]	6,016,177.56
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]	\$ 6,016,177.56



Unaudited Actuals

FY 2018-19

EBIA, August 2019

\$129K operating income, \$41K is restricted

	Approved Budget	Previous Month's Forecast	Unaudited Actuals	(Previous vs. Unaudited Actuals)
SUMMARY				
Revenue				
LCFF Entitlement	4,632,813	4,652,732	4,652,933	201
Federal Revenue	115,010	298,442	370,179	71,738
Other State Revenues	860,119	999,679	1,000,629	950
Local Revenues	163,901	220,445	296,360	75,914
Fundraising and Grants	244,060	190,400	195,503	5,103
Total Revenue	6,015,904	6,361,698	6,515,604	153,906
Expenses				
Compensation and Benefits	4,137,341	4,188,635	4,166,267	22,369
Books and Supplies	347,546	316,889	395,653	(78,764)
Services and Other Operating Expenditures	1,515,410	1,793,927	1,824,437	(30,510)
Depreciation	-	-	-	-
Total Expenses	6,000,296	6,299,452	6,386,357	(86,905)
Operating Income	15,608	62,246	129,247	67,001

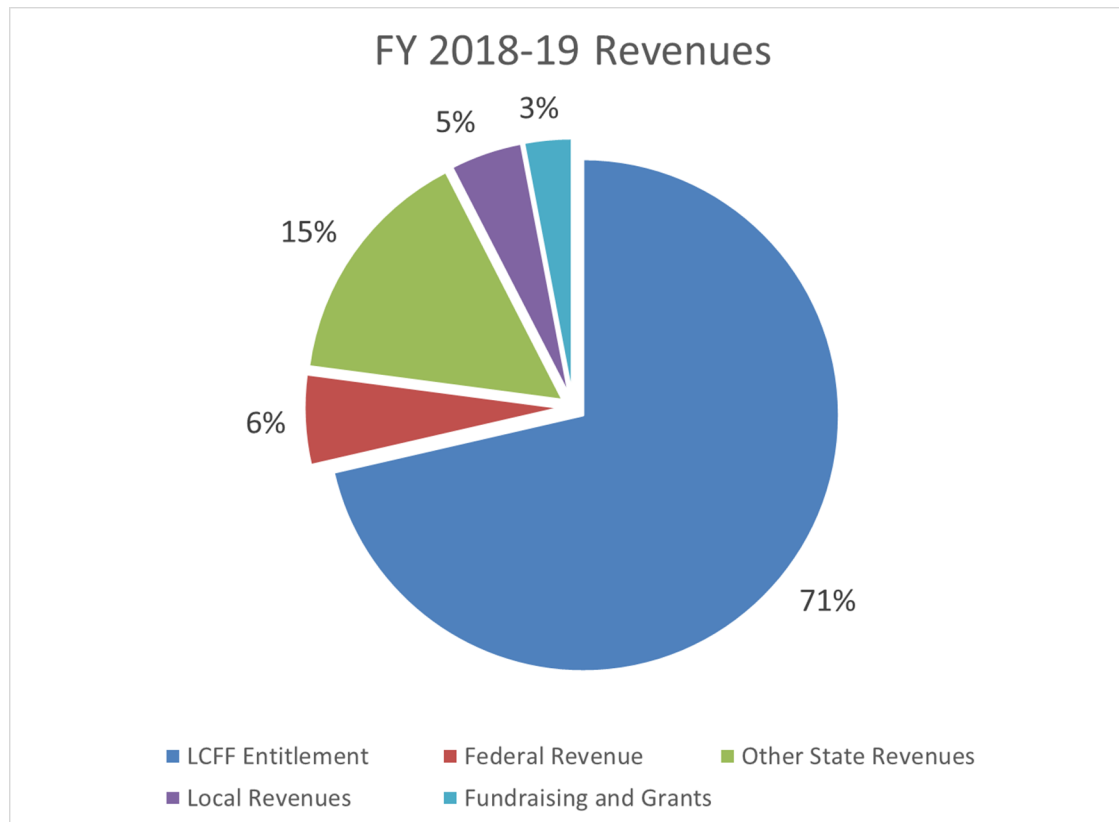
Fund balance at \$631K (9% of expenses)



Revenue Highlights

FY 18-19 revenues: \$6.5M

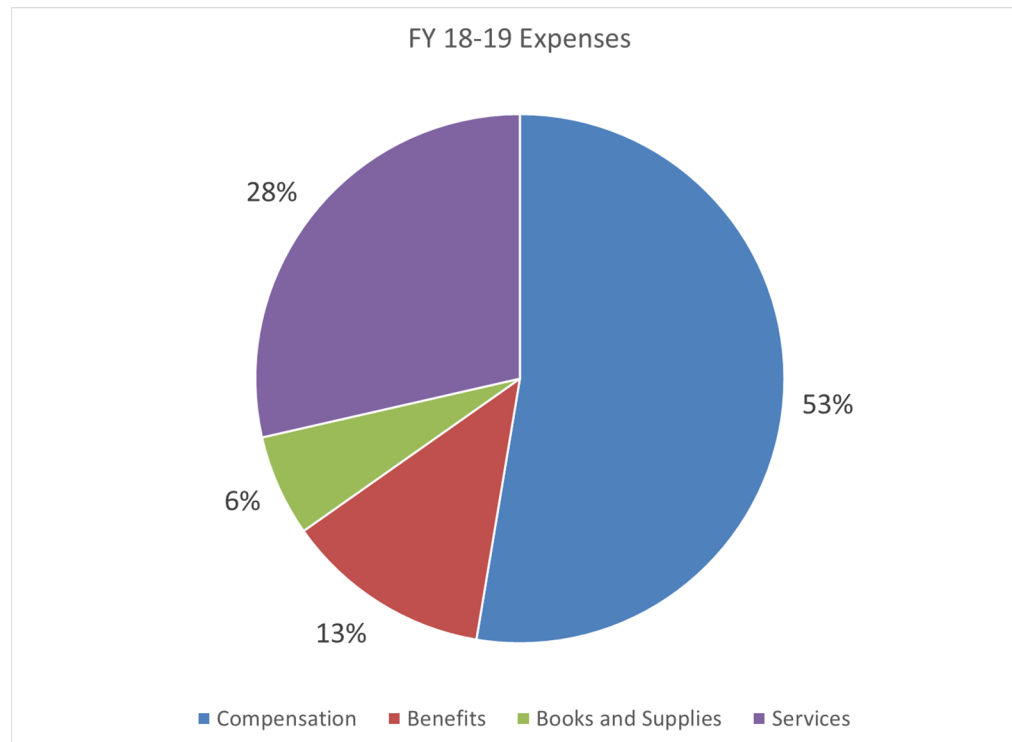
- State and federal rev driven largely by ADA (533.6)
 - Special Education rev: \$759K, ERMHS rev higher than initial allocation
- Local rev includes Oakland Measure N and G1 (\$197K)
- Fundraising rev (\$195K)



Expense Highlights

FY 18-19 expenses: \$6.4M

- Compensation and benefits (\$4.2M)
- Special education (\$1.1M)
- After School Quest (\$65K)
- Intersession services (\$61K)
- Food services (\$70K)



Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

Orientation Week Survey results.xlsx