



East Bay Innovation Academy

Board Meeting

Date and Time

Tuesday July 20, 2021 at 8:00 PM PDT

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

DUE TO SHELTER IN PLACE ORDER - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Jul 20, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98756600508?pwd=cCt3azNlMithNzVOWk5xQmt5WkUxdz09>

Meeting ID: 987 5660 0508

Passcode: 766487

One tap mobile

+16699009128,,98756600508# US (San Jose)

+12532158782,,98756600508# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 987 5660 0508

Find your local number: <https://zoom.us/u/ad51ojpS4f>

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record East Bay Innovation Academy Board Meeting Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on June 9, 2021			
D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
II. Governance			8:18 PM
Governance			
A. Board Transition - Removal and Addition of Board Member	Vote	Rochelle Benning	20 m
- Proposed EBIA Board Member Removal - Laurie Jacobson Jones effective August 31, 2021			
<p>Laurie is a co-founder and board vice chair and treasurer of the East Bay Innovation Academy. A technology leader with 20+ years of experience, Laurie is currently a Vice President of Development at Oracle. Previously, Laurie founded Customer Zen, a consultancy practice supporting technology companies to build and scale customer delivery operations. She has also worked as the VP of Operations at Salesforce.com, VP of Professional Services Operations at SupportSoft, VP of Global Customer Support at Embarcadero Technologies, and as the VP of Customer Support at PeopleSoft. Laurie has a BA from San Jose State University and a certification in early childhood education. Early in her career, Laurie taught and was the assistant director of a preschool. Her work with children has continued since through volunteer roles at the Junior Center of Arts and Science, Girl Scouts, Girls Leadership Institute and Camp Reel Stories. Laurie lives in Oakland with her husband and two daughters.</p>			
- Proposed EBIA Board Member Addition - Jennifer Afdahl Rice effective August 1, 2021.			
<p>Jennifer Afdahl Rice, Bay Area Executive Director at Pacific Charter School Development, has 15+ years of charter school financial management experience. She also has 20+ years of finance experience at several non-profits as well as CSMC and Harris Bank. She heads up the Bay Area office of PCSD, a non-profit developer of charter school facilities. She has served as the Board President and Treasurer for Community Learning Center Schools, a CMO in Alameda, and on the audit committee for Bread for the World. She obtained her Masters in Social Service Administration from the University of Chicago.</p>			
B. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m
Consent Agenda Items			
- CARS title funding application			
- Revolution Foods SY 22 agreement			

- | | Purpose | Presenter | Time |
|---|---------|-----------|------|
| - Naviance college readiness platform agreement | | | |
| - Linked Learning consultant agreement | | | |

III. Academic Excellence

8:43 PM

Academic Excellence

- | | | | |
|--|------|--------------|------|
| A. Employee and student/family handbook SY 22 - review and approval | Vote | Michelle Cho | 15 m |
| - Employee Handbook | | | |
| - Student/Family Handbook | | | |
| - Student Freedom of Speech and Expression Policy | | | |

- | | | | |
|---|---------|--------------|------|
| B. Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In | Discuss | Michelle Cho | 10 m |
| <ul style="list-style-type: none"> • Discuss any emerging issues, regulatory mandates, or guidance from OUSD, Alameda, or California state agencies • Update on in-person instruction | | | |

- | | | | |
|--|------|--------------|------|
| C. Independent Study Policy - review and approval | Vote | Michelle Cho | 10 m |
|--|------|--------------|------|

In accordance with Section 11701 of Title 5 of the California Code of Regulations, setting policy pursuant to Education Code section 51747, the Board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. This policy shall reflect an awareness that excessive leniency in its terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school.

- | | | | |
|---|------|--------------|------|
| D. Interim academic policies in accordance with AB104 - review and approval | Vote | Michelle Cho | 10 m |
| The Board will review and consider approving the proposed board resolution and policy regarding modified graduation requirements and other procedures to mitigate student hardship caused by COVID-19 as authorized by Assembly Bill 104. | | | |

- | | | | |
|---|-----|--------------|------|
| E. East Bay Innovation Academy Program Updates | FYI | Michelle Cho | 15 m |
| - Summer Bridge/Phoenix Summer Academy updates | | | |
| - Staffing update, enrollment update | | | |
| - SY 21 assessments | | | |

IV. Finance and Development

9:43 PM

	Purpose	Presenter	Time
Finance			
A. State Budget Financial Update	FYI	Michelle Cho	10 m
<ul style="list-style-type: none"> Review the FY 22 California State Budget, specifically the guidance for education 			
V. East Bay Innovation Facility Matters			9:53 PM
Facility			
A. East Bay Innovation Academy Monthly Facility Update	Discuss	Michelle Cho	10 m
<ul style="list-style-type: none"> Update on HNU space 			
VI. Other Business			10:03 PM
A. Confirm Board Meeting Dates through 2021 - 2022 School Year	Discuss	Rochelle Benning	2 m
Current board meetings through the end of the school year are scheduled follows - do we need to make any adjustments that we can incorporate into our schedule now?			
August 18, 2021 September 15, 2021 October 20, 2021 November 17, 2021 December - Holiday Break January 19, 2022 February 16, 2022 March 16, 2022 April 20, 2022 May 18, 2022 June 8, 2022 July 2022 - Summer Break August 17, 2022			
B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
VII. Closing Items			10:15 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes from the Last East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 9, 2021



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday June 9, 2021 at 8:00 PM

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

DUE TO SHELTER IN PLACE ORDER - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board meeting

Time: Jun 9, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94175337916?pwd=YmhrYmVKUUJveDhFeFVVVR3MyYkFydz09>

Meeting ID: 941 7533 7916

Passcode: 933290

One tap mobile

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+12532158782,,94175337916# US (Tacoma)

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+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 941 7533 7916

Find your local number: <https://zoom.us/j/94175337916>

Directors Present

Kelly Garcia (remote), Ken Berrick (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote)

Directors Absent

Brad Edgar

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record East Bay Innovation Academy Board Meeting Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jun 9, 2021 at 8:01 PM.

C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Kelly Garcia made a motion to approve the minutes from Board Meeting on 05-19-21.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

Laurie Jacobson Jones	Aye
Ken Berrick	Abstain
Rochelle Benning	Aye
Kelly Garcia	Aye
Brad Edgar	Absent

D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)

No public comment

II. Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items

Ken Berrick made a motion to approve EBIA consent agenda items.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

Kelly Garcia	Aye
Rochelle Benning	Aye
Laurie Jacobson Jones	Aye
Ken Berrick	Aye
Brad Edgar	Absent

III. Academic Excellence

A. 2021 - 2022 EBIA LCAP Review and Approval

Laurie Jacobson Jones made a motion to approve the LCAP plan.

Ken Berrick seconded the motion.

Michelle presented the final LCAP plan. For specific details please see the board packet.

Shelley asked for public comment and there was no public comment. The board **VOTED** to approve the motion.

Roll Call

Ken Berrick	Aye
Brad Edgar	Absent
Laurie Jacobson Jones	Aye
Kelly Garcia	Aye
Rochelle Benning	Aye

B. Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In

Michelle presented a COVID update.

C. East Bay Innovation Academy Program Updates

Michelle presented program updates. For specifics please see board packet.

IV. Finance and Development

A. East Bay Innovation Academy Year To Date Financial Update

Michelle presented a YTD Financial Update. For specifics please see board packet.

Laurie Jacobson Jones made a motion to approve the annual budget.

Ken Berrick seconded the motion.

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

Roll Call

Ken Berrick	Aye
Laurie Jacobson Jones	Aye
Brad Edgar	Absent
Kelly Garcia	Aye
Rochelle Benning	Aye

V. East Bay Innovation Facility Matters

A. East Bay Innovation Academy Monthly Facility Update

No facility update.

VI. Other Business

A. Confirm Board Meeting Dates through 2021 - 2022 School Year

Shelley confirmed the board meeting schedule for the future.

B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)

No public comment.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:51 PM.

Respectfully Submitted,
Kelly Garcia

Cover Sheet

Board Transition - Removal and Addition of Board Member

Section: II. Governance
Item: A. Board Transition - Removal and Addition of Board Member
Purpose: Vote
Submitted by:
Related Material: Resume Jennifer B. Afdahl Rice 2021.pdf

JENNIFER B. AFDAHL RICE

WORK EXPERIENCE

Executive Director, Bay Area – Pacific Charter School Development, Oakland, CA
2017 — Present

- Managed growth of region to develop nearly 3,000 seats totaling \$56.5MM in project costs
- Facilitated expansion of the Bay Area equity fund by \$16MM, up to \$43.5MM
- Managed an annual budget of \$1.4MM and a team of 3 staff and 4 consultants that developed more than 200,000 square feet of permanent, building space for facility charter school projects
- Strengthened partnerships with charter and school district staff and boards, especially in Oakland
- Led and managed efforts to obtain \$181MM in Charter School Facilities Proposition 51 funding

Chief Client Services Officer – Charter School Management Corporation, Oakland, CA
2014 — 2017

- Served as consultant CFO for key clients working with school boards, budgeting and compliance
- Led national development and client services strategies, including new product development
- Developed social media and marketing, including catalogs, Facebook, Twitter and LinkedIn
- Presented at conferences, symposia, and charter petition hearings at board of education meetings

Vice President, Business Development/Senior Loan Officer – Capital Impact, Oakland, CA
2008 — 2014

- Managed a portfolio of \$63MM, including New Markets Tax Credits and bond credit enhancement
- Structured transactions for charter schools, community health centers, and grocery stores
- Managed partner relations, including with the California Charter Schools Association and Knowledge Is Power Program (KIPP) regarding their credit enhancement programs
- Organized and presented sessions at statewide and national conferences, including the California Charter Schools, National Charter Schools and Green National Schools Conferences
- Managed internal, cross-functional teams to coordinate transactions and loan closings, Environmentally sustainable lending, innovation and strategy, and market sector planning

Lending Manager – RSF Social Finance, San Francisco, CA
2006 — 2008

- Originated and managed more than \$21 million in a loan portfolio of independent schools, non-profit organizations and socially responsible enterprises throughout the United States
- Structured and underwrote lines of credit, mortgage, pledge, guarantee and construction loans
- Reviewed credit memos and approved loans up to \$5 million as a credit committee member
- Represented the loan officers in and presented during operations and organizational meetings

Commercial Banking Officer – Harris Bank, Chicago, IL
2003 — 2005

- Conducted financial feasibility, collateral evaluation and loan structuring for small business loans
- Managed a loan and depository portfolio, which included creating and presenting proposals addressing business owners' needs for cash management and merchant services
- Prospected 100 entrepreneurs weekly through correspondence, cold calls and in person meetings

Senior Commercial Loan Officer – ACCION Chicago, Chicago, IL
1999 — 2003

- Developed and managed a \$1MM portfolio of *microcredit* loans, including collection activities
- Instructed 22 interns in program activities including loan procedures, operations, credit committee

- presentations and marketing materials such as the Illinois State Microenterprise Initiative brochure
- Received the \$250,000 BP Amoco Leader Award after writing and co-managing the grant
- Designed and coordinated public relations in 10 publications and a 13-week television show
- Initiated and implemented a program for independent sales consultants resulting in 100+ loans

Microcredit Internship – Self-Help International, Waverly, IA 1997 — 1999

- Designed and implemented a microcredit loan program, including technical assistance, for entrepreneurs in Ghana, West Africa after synthesizing secondary research on microcredit
- Conducted sociological and economic research on microcredit in Tanzania, East Africa
- Developed educational and promotional material including microcredit brochures and flyers

EDUCATION AND ADDITIONAL SKILLS

UNIVERSITY OF CHICAGO, SCHOOL OF SOCIAL SERVICE ADMINISTRATION

MASTER OF ARTS, 2002

Concentrations: Management and Administration

CUM LAUDE

WARTBURG COLLEGE – WAVERLY, IA

BACHELOR OF ARTS, 1999

Majors: Business and Sociology;

MAGNA CUM LAUDE

Concentrations: Marketing & Intercultural Certification

Intermediate level in Spanish | Expertise in Office and Google Suites, PowerPoint, Word, Excel, Project, Salesforce, Outlook, Lotus Notes, Slack, ACCPAC & Moody's

VOLUNTEER ACTIVITIES

Fundraising Committee Member – Manzanita Seed Elementary

2017 — Present

Facilitated major fundraising, including auction and GoFundMe campaigns, doubling growth in a year

School Site Council & PTSA Financial Secretary – Melrose Academy

2015 – 2016; 2016 – 2017

Made budgetary decisions, recorded deposits in PTAEZ.org, and co-led annual giving campaign

Board President & Treasurer – Community Learning Center Schools

2011 — 2016

Led the board, managed finances, and hired an Executive Director for this two school Charter Management Organization with \$6MM in revenues and more than 75 union employees

Tax Preparer – IRS Volunteer Income Tax Assistance Program

2004 — 2005; 2008 — 2017

Prepared low income tax returns in Alameda and Cook Counties

Trip Leader – Environmental Traveling Companions

2006 — Present

Guided and led high adventure trips for under resourced youth and people with disabilities

Board Member – Urban Options

2003 — 2005

Made budgetary, fundraising and personnel decisions for a youth development organization

Treasurer, Member – Graduate Student Government Association

2000 — 2002

Prepared budgets and managed fundraising for 10 University of Chicago student organizations

“The Social and Economic Situation of Tanzanian Women” Research Presentation – Working for Global Justice Conference, American University 1999

Cover Sheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Governance
Item: B. Review and Approve East Bay Innovation Academy Consent
Agenda Items
Purpose: Vote
Submitted by:
Related Material:
EBIA Consolidated Application Title Funding SY 22.pdf
East_Bay_Innovation_Academy_NSLP_Vended_Renewal_2_2021_(v3).pdf
Naviance_EBIA contract July 2021.pdf
Zach Powers consulting agreement July 2021.pdf

East Bay Innovation Academy (01 61259 0129932)

Status: Certified
 Saved by: Michelle Cho
 Date: 7/16/2021 12:17 PM

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Michelle Cho
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	07/16/2021

*****Warning*****

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2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Michelle Cho
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	06/21/2021
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2021-22 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/09/2021
Authorized Representative's Full Name	Michelle Cho
Authorized Representative's Title	Executive Director

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	
---	--

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC is not applicable as the LEA is an independent charter school. LEA has its own governing board.

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant	No

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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SECOND RENEWAL AND AMENDMENT TO VENDED MEALS AGREEMENT

This Second Renewal and Amendment (“Second Renewal”) is made this June 28, 2021 by and between East Bay Innovation Academy (“School Food Authority” or “SFA”), and Revolution Foods, Inc. (“Vendor”). SFA and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

Whereas, the Parties entered into an agreement to provide reimbursable Meals under federal Child Nutrition Programs between August 1, 2019 and July 31, 2020 (“Contract”);

Whereas, the Parties renewed the Term of the Contract from August 1, 2020 – July 31, 2021 (“First Renewal”);

Whereas, the Parties again desire to renew the Term of the Contract on the terms set forth in this Second Renewal.

Now Therefore, in consideration of the premises and mutual agreements contained in this Second Renewal, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. The Parties agree to renew the Term for one (1) year, beginning on August 1, 2021 and ending on July 31, 2022 (“Second Renewal Term”).
3. SFA shall pay the following prices for the Second Renewal Term:

Meal (includes 0% and % white fresh milk)	Delivery frequency	Price per Meal
SBP Breakfast, cold unitized	2x weekly	\$2.36
NSLP Lunch entrée + side vegetable unitized in tray, fruit in bulk on the side	--	\$3.82
Shelf-stable Lunch		\$4.02
Adult Lunch Meal		\$5.40

4. A 1:1 ratio of standard recyclable utensils to the number of breakfast and lunch meals ordered will be provided in bulk. Unitized utensils are available for an additional fee.
5. Menu patterns follow the National School Lunch Program for grades PK, K-5, 6-8, 9-12 for breakfast and lunch.
6. All other terms remain the same and in full force and effect.

ACCEPTED AND AGREED TO:

East Bay Innovation Academy

By: _____
 Name: Michelle Cho
 Title: Executive Director
 Date: 13-Jul-2021

Revolution Foods, Inc.

By: _____
 Name: ALVIN CRAWFORD
 Title: CHIEF REVENUE OFFICER
 Date: 13-Jul-2021

Signatures



Signed by **Alvin Crawford** on **13-Jul-2021**

Job Title: **Chief Revenue Officer**
Company: **Revolution Foods**










Signed by **Michelle Cho** on **13-Jul-2021**

Job Title: **Executive Director**
Company: **East Bay Innovation Academy**

eSign Audit Trail

File name: **East_Bay_Innovation_Academy_NSLP_Vended_Renewal_2_2021_(v3).pdf**
Document ID: **377e6243-a646-42f5-a74f-42e64388414b**
Status: **Completed**

Document History

	Signed by Michelle Cho	13-Jul-2021 20:41.12 UTC	Location: Laguna Niguel, CA 92677, United States 70.175.129.127
	Signed by Alvin Crawford	13-Jul-2021 20:40.47 UTC	Location: New York, NY 10030, United States 69.203.20.52
	Viewed by Alvin Crawford	13-Jul-2021 20:40.33 UTC	Location: New York, NY 10030, United States 69.203.20.52
	Viewed by Alvin Crawford	13-Jul-2021 20:40.32 UTC	Location: United States 51.81.71.224
	Viewed by Alvin Crawford	13-Jul-2021 20:40.30 UTC	Location: United States 45.41.142.247
	Viewed by Michelle Cho	13-Jul-2021 20:40.25 UTC	Location: Laguna Niguel, CA 92677, United States 70.175.129.127
	Started by Pekhna Singh (psingh@revolutionfoods.com)	13-Jul-2021 20:39.24 UTC	Location: Pittsburg, CA 94565, United States 76.77.189.243



NAVIANCE

BY POWERSCHOOL

Sales Order Form

400 E Business Way
Suite 400
Cincinnati, OH 45241
www.hobsons.com

Sold To: East Bay Innovation Academy
Name: Michelle Cho
Address: 3400 Malcolm Ave, Oakland, CA 94605-5353
Email: michelle.cho@eastbayia.org
Phone:
Naviance ID:

Order Date: 13-Jul-2021

Valid Until: 30-Jul-2021
Quote Number: Q419549
Contract Start Date: 19-Jul-2021
Contract End Date: 18-Jul-2024
Contract Term (in months): 36
Currency: USD

Naviance by PowerSchool Contact:
Name: Maggie Goldberg
Email: maggie.goldberg@hobsons.com
Phone:

Purchase Order:
Payment Term: Net 30

Subscription	Start Date	Term (In Months)
Naviance Core Plus: Curriculum	19-Jul-2021	36
Implementation Services: Core Plus: Curriculum	19-Jul-2021	12
Naviance Insights Premium	19-Jul-2021	36
Naviance Alumni Tracker	19-Jul-2021	36
Consulting Hours (Naviance)	19-Jul-2021	12

Professional Services Details	Quantity	Start Date	Term (In Months)
Services School Core Plus: Curriculum Standardized Implementation	1	19-Jul-2021	12
Consulting Hours	2	19-Jul-2021	12

Total Price:	18,875.00
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Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	Invoice Date 1 of \$9,025 billed 7/19/21 Invoice Date 2 of \$4,925 billed 7/23/22 Invoice Date 3 of \$4,925 billed 7/23/23

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Jamia Morgan	jamia.morton@eastbayia.org
Billing	Michelle Cho	michelle.cho@eastbayia.org
Payment Method:	Purchase Order # * If you would like to pay with a credit card, please contact the billing department at 866-337-0080, option 3.	
CEEB Code:	054970	

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

This Sales Order Form is governed by and incorporates the terms and conditions found at <https://static.naviance.com/html/policies/tos.html> (the "Terms of Service"). By signing below, you represent that you have authority to sign on behalf of Customer and bind Customer to the Terms of Service and the attached statement of work, which are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you represent that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

_____ Yes, a Purchase Order is required. It will be sent to Hobsons by _____.

Upon execution by the authorized signatory, Customer hereby agrees to the Terms of Service and the attached statement of work, which will become effective together with this Order Form as of the Contract Start Date above.

ACCEPTED AND AGREED:


NAVIANCE, INC. (a wholly-owned subsidiary of PowerSchool Group LLC)

By: 
Signature

Eric Shander
Name

ACCEPTED AND AGREED:

CUSTOMER

DocuSigned by:
By: 
88736CCD559246E...

Signature
Michelle Cho
Name

Chief Financial Officer
Title

Executive Director
Title

13-Jul-2021
Date

7/13/2021
Date

Address: 400 E-Business Way, Ste. 400
Cincinnati, OH 45241 USA

Address: _____

Purchase Order & Order Forms:
Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

Remit To:
Naviance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

StudentTracker for High Schools/Districts

Terms of Service for Naviance Participating High Schools

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and designates the Clearinghouse as its authorized representative for this purpose.
3. The School will transmit to Naviance lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Naviance, acting on behalf of School as a school official, will conform the data to Clearinghouse standards and submit the data to the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit through Naviance lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data to the School via Naviance on the subsequent enrollment and educational achievements of these students at postsecondary institutions. The Clearinghouse reserves the right to reasonably limit the number of Request Files submitted by the School per calendar year.
5. The services provided by the Clearinghouse under this Agreement will be paid for by the School through Naviance, which will be responsible for forwarding payment to the Clearinghouse.
6. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release

without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.

7. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards, and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
8. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
9. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law.
11. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse will destroy all information provided under this Agreement after all retention requirements for federal, state and local audits have expired but in no event later than six months after termination of the Agreement.
12. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
13. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Admin.
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234
14. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
15. This Agreement commences on the date that School access to the StudentTracker service is first enabled ("Effective Date") and shall continue until the earlier of: (a) termination by either party by providing sixty (60) days notice to the other party, or (b) termination of the School's relationship with Naviance. In the event of termination under (b) above, the School may enter into a direct contract with the Clearinghouse. The parties agree that any subsequent modifications to this Agreement will be made only in writing.

16. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

DocuSigned by:
Michelle Cho
88736CCD559246E...
Signature

Michelle Cho
Printed Name and Position

7/13/2021
Signature Date

Naviance Plus: Curriculum Standardized School Implementation Statement of Work

Introduction/Background

Naviance is an online college, career and life readiness (CCLR) platform that helps middle and high school students discover their strengths, explore college and career interests, create actionable goals and find their best-fit path after high school.

No other provider has the practitioners who have years of experience and thousands of implementations under their belt. Our consulting services ensure a proper and fast onboarding experience to make sure school staff is adequately prepared to use Naviance with their students. Naviance consultants share best practices and support specialists provide unlimited support to ensure schools and districts are set up for success.

Project Consulting: Provides tactical, hands-on support implementing and rolling out Naviance to educators and students through a five- phased proven methodology of assess, import, configure, deploy and measure.

Support Services: Timely phone, email and chat support to respond to questions from school and district uses throughout implementation and ongoing use of the solution.

Naviance Responsibilities

Below is a list of the Naviance' driven activities that will support the success of this effort:

- To provide implementation best practices on all Naviance products that are a part of your subscription, by providing streamlined initial product set up support, training and follow up support resources,
- Naviance will lead a discovery session and prepare the documentation on requirements,
- Based on the requirements, Naviance will recommend the best possible product setup to ensure that key current processes are built and to maximize the utilization of Naviance unique features and capabilities,

- Naviance will provide remote training (via web and phone) during the first year of implementation.
- Support user-testing activities in conjunction with the client.

The objective of the Scope of Work is to define all products to be implemented as part of your subscription within the promised implementation timeline.

Your Responsibilities

Below is a list of your key responsibilities, which is not inclusive of all tasks that will be completed during the implementation. A more detailed list of tasks the client will have to complete will be provided in the project plan after discussions with your assigned consultant:

- Dedicate a project team lead to manage the implementation process on your behalf,
- Establish a core team of participants to represent all stakeholders and be empowered to make decisions on behalf of the institution. This core team must include at a minimum your designated project lead, a super user/administrator from the District and representation from the IT organization who will be responsible for maintaining User Access and Data Integrity via Imports or Manual Entry. Some responsibilities may be shared (i.e. your project lead is also the designated super user),
- Ensure that all resources can dedicate time throughout the implementation process, which includes making decisions on data and assets that will need to be implemented,
- Ensure team members are willing to learn and build some of the data assets, such as students, course plans, and surveys in Naviance (8 - 12 hours per week) for the first 5 weeks of the implementation,
- Core team members attend regular meetings with Naviance to receive training and to review the status and progress of the project and to address any questions and outstanding issues,
- Provide all deliverables in the format specified by Naviance in the project plan,
- Meet the agreed upon deadlines in the project plan or let Naviance know in advance when deadlines will be missed,
- Test components in conjunction with Naviance.

Place of Performance

Professional Product Training during the implementation will be available onsite at your authorized facilities or conducted virtually through Zoom Meeting technology, access information to be provided by Naviance, as planned and confirmed during the initial kickoff call where the implementation timeline will be reviewed. Training is standardized and limited to the products noted in the Tasks and Services Provided Section of the Scope of Work.

Ongoing Implementation Status Meetings as planned and confirmed during the initial kickoff call, are to be virtual through Zoom Meeting technology, access information to be provided by Naviance.

Scope of Work

The objective of the Scope of Work is to define all products to be implemented as part of your subscription within the recommended implementation timeline.

PROJECT CONSULTING
Staffing
Implementation Consultant
Tasks and Services Provided
Naviance Plus: Curriculum (Standardized School Implementation)
<ul style="list-style-type: none"> • Naviance
<input type="checkbox"/> eDocs (High Schools Only)
<input type="checkbox"/> AchieveWORKS
<input type="checkbox"/> Curriculum

Provisioning

- User Set up
 - 1 – School Level Admin User
 - 2 – School Level Users

□ School Site Set up

- Turn all sites on, base permission set up (admin user + student)

□ Advise on SSO and Data Integration Options (Clever vs. SAML)

- Student Login Options
- Staff Login Options
- Parent Login Options

Assess Phase:

- Conduct implementation kickoff meeting & establish regular cadence for ongoing meetings

□ Create Project Plan

□ Create Professional Development Product Training Plan

Import Phase:

- Conduct Initial Data Import Meeting
- Provide guidelines on user roles and rights

□ Discuss Data and Access

- Integration option chosen (Clever, SAML)
- Provide Data import Templates and review of the import process to 1-District User (per district)

□ Review and verify data import completion

Configure Phase:

- Review CCLR Framework Configuration

□ Customize and Activate Naviance Student Pages

□ Configure Curriculum

□ Configure Naviance eDocs

□ Activate AcheiveWORKS

□ Configure Work Based Learning Settings

□ Conduct Professional Development according to plan

Deploy Phase:

- Review client's student go-live plan

□ Review client's parent go-live plan

Measure Phase:

- Assess progress
- Standard Reporting Tools

Project Schedule

Naviance implementations typically runs for a 12 - 15 week time period over the course of one school year (2 semesters) adjusted by project start date and is generally driven as listed below. Tasks and deliverables, which are outlined in the implementation plan, may be dependent on other tasks being completed, while others can be completed in parallel, thus some modification may be reflected.

After the Kickoff Meeting & Project Planning task is completed, Naviance will provide you with a detailed project timeline based on the individual client requirements. Both parties must agree to the project timeline before work will begin.

Sample Naviance Project Plan: Key Milestones

Phase	Task	Expected Completion
ASSESS	Conduct implementation kickoff meeting	Week 1
ASSESS	Create project plan	Week 1
ASSESS	Create professional development plan	Week 1

ASSESS	Establish regular meeting cadence	Week 1
IMPORT	Conduct initial data import meeting	Week 3
IMPORT	Provide guidelines on user roles and rights	Week 3
IMPORT	Discuss SSO options (Clever, SAML)	Week 3
IMPORT	Review and verify data import completion	Week 3
CONFIGURE	Review CCLR Framework configuration	Week 4
CONFIGURE	Customize and activate Naviance Student pages	Week 4
CONFIGURE	Configure Naviance eDocs	Week 5
CONFIGURE	Activate AchieveWORKS	Week 6
CONFIGURE	Activate Career Key	Week 6
CONFIGURE	Work Based Learning Settings	Week 6
CONFIGURE	Configure Naviance Curriculum	Week 6
CONFIGURE	Conduct professional development according to plan	Week 2 - 10
CONFIGURE	Review Naviance Insights fields	Week 11
DEPLOY	Review client's student go-live plan	Week 11
DEPLOY	Review client's parent go-live	Week 11
MEASURE	Assess progress via reporting	Week 12
ANALYZE	Conduct Year 1 implementation review	Week 12

Work Requirements

Kickoff and Project Planning Meeting: There will be a Kickoff and Project Planning Meeting at the beginning of the project with your project team and the Naviance Implementation Manager. Additional individuals from Naviance may be included including the Naviance Account Manager and any other support members determined to be required. The agenda for the monthly meeting will be driven by input from your Project Lead as well as the Naviance Consulting and Account Management team. Meeting content will be planned for 1 to 1 ½ hours and will allow time for questions.

Bi-Weekly Check-In Meetings: This meeting will be your Project Lead and the Naviance Implementation Manager. This meeting will be to ensure all is working smoothly and confirm there are no outstanding support issues.

Implementation Close Meeting: We will conduct a formal review of the Naviance implementation at the completion of the Implementation. The agenda for the close meeting will be driven by input from your Project Lead as well as the Naviance Consulting and Account Management team. Meeting content will be planned for 1 to 1 ½ hours and will allow time for questions. Below is the suggested agenda:

Session	Topics	Your Attendees	Length
Project End Review	<ul style="list-style-type: none"> Implementation Status Review Progress on Goals and KPIs Success and Challenges 	District Site Manager(s) District Stakeholders Assistant Superintendent (Optional) School Leadership Representatives (Optional)	1 hours
IT Check In	<ul style="list-style-type: none"> Year End Data Analysis End-of-year data updates Discuss student roll-up Data cleanup (as needed) 	District Site Manager(s) Data/IT Leaders	30 minutes

Project Scope Change Process

Naviance will provide you with periodic updates on the status of the project. If the project scope is off-track, both parties will discuss

the situation and work to keep the total project within the scope as defined in this document. In the event the project continues to be off-track, Naviance will provide you with a revised project plan that outlines the remaining implementation work with a cost estimate for additional Naviance implementation services. You and Naviance will jointly agree on the best course of action for completing the implementation.

When both You and Naviance agree to a change in this Statement of Work, a change request will be prepared **along with a new order form**, which both parties must sign. The change request will describe the change, the rationale for the change, and specify any change in the estimated schedule or associated incremental costs. Depending on the extent and complexity of the requested changes (for example, additional training sessions), Naviance may charge for the effort required. The terms of a mutually agreed upon change request form will prevail over those of this Statement of Work or any previous change request.

A change of scope to the project is:

- An additional deliverable not defined in this document.
- An additional activity or step not defined in this document for a planned deliverable.
- Further changes to an accepted deliverable.
- A contradiction to items or assumptions stated in the document.

You or a member of the Naviance project team may initiate a change in scope. Upon approval by all parties, the change will be incorporated into the project plan.

Other Requirements

You will need to provide detailed information on your SSO plans, so that the Naviance consultant can assist with the proper setup of the selected security option and automate other non-supported data fields. This information should be provided to Naviance within the first week of the implementation effort.

You will need to provide a complete list of all middle school and high school counselors and their associated email address for coordination of meetings. This information is required to be sent via email at least five business days prior to the first meeting.

Contact: Naviance Implementation Consultant

Customer is subject to the terms of service when a need to reschedule training or consulting services, which can be found here: <https://ui-production.papaya.naviance.com/naviance-static-assets/html/policies/tos.html>. Questions concerning the terms of service should be addressed to the Naviance Account Manager.

Revision History

Version	Date	Reason	Executive Sponsor Sign Off
Version #	Date	Reason for Change\Area of Change	Signature
Version #	Date	Reason for Change\Area of Change	Signature
Version #	Date	Reason for Change\Area of Change	Signature

East Bay Innovation Academy
Agreement: ZP consulting



Independent Contractor Agreement PROJECT DESCRIPTION

1.0 General Information

This Project Description is entered into and made effective July 7, 2021 (the “Effective Date”) by and between Zach Powers (“Consultant”), having a principal place of business at 3152 Knowland Ave, Oakland, CA 94619 and the East Bay Innovation Academy (“Client”), having a principal place of business at 3400 Malcolm Ave, Oakland CA 94605.

2.0 Service Description

Consultant agrees to provide consulting services to the Client for consultations and services on an as-requested basis as follows:

- Measure N/Linked Learning support
- Systems (Echo, CAASPP, NWEA, Google) support
- Discrete projects, as mutually agreed upon/needed

3.0 General Terms

- Consulting services delivered upon request, at most 5 hours /week on average
- Rate: \$100/hour, to be billed by Consultant according to services delivered
- All instructors must have a valid DOJ Live Scan on file with EBIA. EBIA will reimburse for Live Scan. Use DOJ form attached.
- All instructors must have proof of TB Risk Assessment and any required follow up tests.
- Independent contractors who monitor their employees LiveScan and TB Risk Assessments may submit an affidavit instead.
- All independent contractors must submit proof of minimum insurance coverage, as delineated in Table One.

Invoices will be sent monthly for actual time expended, and include a description of services performed. All invoices will be issued and payments made in US dollars, due net 30 days. Amount billed in total, will not exceed estimates above without prior written approval from Client via a Change Order or updated project description.

PAYMENT

Billing Address: East Bay Innovation Academy
3400 Malcolm Ave, Oakland CA 94605

Contact Phone Number: 510-577-9557

Bill to email address: info@eastbayia.org

East Bay Innovation Academy
Agreement: ZP consulting

4.0 Signatures

IN WITNESS WHEREOF, Zach Powers and East Bay Innovation Academy, each acting under proper authority, have caused this Project Description to be executed as of the Effective Date.

Consultant

Signature: _____
Printed Name: _____
Title: _____
Date: _____

East Bay Innovation Academy

Signature: *Michelle S. Cho*
Printed Name: Michelle Cho
Title: Executive Director
Date: 07/07/21

East Bay Innovation Academy
Agreement: ZP consulting

Terms of Business

1 DEFINITIONS

1.1 In these Terms of Business, the following words and expressions will have the following meanings:

“Confidential Information” means all information (whether written or oral) furnished in connection with an Engagement Letter (including any Project Description, Statement of Work and these Terms), together with all copies thereof and all notes, analyses, compilations, forecasts, studies or other documents containing such information.

“Engagement Letter” means any engagement letter (including any attached Project Description) previously entered into between us and you or accompanying these Terms.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Project Description” means the description of consulting services (if any) attached as an exhibit to the Engagement Letter.

“East Bay Innovation Academy” means East Bay Innovation Academy, its subsidiaries, affiliates, successors or assigns.

“Services” means the advisory, consulting and additional services to be provided to us by you, subject to these Terms, as set forth in the Project Description, including any related Statement of Work.

“Statement of Work” means the statement of work (if any) accompanying or delivered in connection with the Project Description and executed by the parties that describes the Services to be provided to us and which contains other material terms and conditions of the engagement.

“Terms” means these Terms of Business accompanying a Project Description.

“We” “us” “our” and similar expressions refer to the East Bay Innovation Academy.

“You” “your” “the Consultant” and similar expressions refer to the person, firm or company providing the Services, as identified in our Engagement Letter, Project Description and/or Statement of Work.

2 AGREEMENT

2.1 These Terms and the Engagement Letter, including any related Project Description and/or Statement of Work, shall govern the provision of the Services by you to us to the exclusion of any other terms and conditions.

3 SERVICES/NATURE OF OUR APPOINTMENT

3.1 For each project contemplated, you shall provide us with a Project Description or Statement of Work that will set forth the Services to be provided, your fees and expenses, and other material terms of the engagement. You will use reasonable skill and care to advise and assist us with the project and, where applicable, you will prepare and deliver project deliverables in accordance with the requirements set forth in the applicable Project Description or Statement of Work. We acknowledge and agree that we are ultimately responsible for the results to be achieved from using your Services.

3.2 We agree to give you clear briefings on our proposed projects and requirements from you and give you all relevant information and facts about the Services we require.

East Bay Innovation Academy
Agreement: ZP consulting

3.3 Changes to the Services or changes to any other aspect of the engagement may be requested by either party but may be subject to changes in applicable charges, timetables or other aspects of the Engagement Letter, Project Description or Statement of Work. All agreed changes must be confirmed in writing signed by both parties.

4 FEES AND EXPENSES

4.1 Fees and expenses will be charged on the basis set out in the Project Description and/or Statement of Work.

4.2 You shall issue us with an invoice on or around the last day of each month in which Services are performed by you and we agree to pay all invoices within thirty (30) days of the date of the invoice.

4.3 All fees and expenses shall be payable without deduction, withholding or set-off and are stated exclusive of sales, use and/or value-added taxes which (if and to the extent applicable) shall be payable at the prevailing rate.

4.4 All contractors must submit a valid W9 before commencing work, and it shall be updated annually or as needed.

5 TERMINATION

5.1 You shall continue to provide Services as set forth in the applicable Project Description or Statement of Work until completion of the project, unless the engagement is earlier terminated by one of us upon not less than thirty (30) days' written notice to the other.

5.2 Notwithstanding the foregoing either party may terminate the engagement immediately by written notice to the other if the other party: (i) commits a material or persistent breach(es) of any of these Terms (including any Project Description or Statement of Work) and, in the case of a breach or breaches capable of remedy, fails to remedy such breach within 30 days of receipt of written notice describing in reasonable detail the breach(es) and requesting that the same be remedied; (ii) admits in writing its inability to pay its debts generally as they become due; (iii) is subject to a general assignment for the benefit of creditors; (iv) institutes proceedings, or has proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (v) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property or provide for the liquidation of such party's property or business affairs.

5.3 Termination of the engagement for any reason shall not affect any rights, duties or responsibilities accrued to the parties prior to such termination. Upon such termination, we shall pay all sums due in respect of Services performed and expenditures incurred (or committed to) by you up to and including the effective date of termination. In addition to, and without limiting the generality of the foregoing, these Terms shall survive any expiration or termination of our engagement.

6 CONFIDENTIALITY

6.1 The parties acknowledge that by reason of the relationship established under the Engagement Letter, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party") in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of the Engagement Letter, Project Description, Statement of Work and these Terms to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purposes of providing or receiving Services under this or any other contract between the parties.

East Bay Innovation Academy

Agreement: ZP consulting

The foregoing restrictions shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (iv) is independently developed by the Receiving Party without resort to the Confidential Information. Confidential Information may be disclosed to the extent required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts (at the Disclosing Party's expense) to secure such a protective order or other legal remedy to prevent or limit the disclosure.

6.2 The parties' respective obligations hereunder will survive the expiration or early termination of the engagement for a period of 1 year. Upon the expiration or termination of the engagement, each party will, upon the written request of the other party, return or destroy (at the option of the party making the request) all Confidential Information, documents, manuals and other materials specified by the other party.

6.3 Notwithstanding sections 7.1 and 7.2, you acknowledge and agree that we may cite the performance of the Services to you as an indication of our experience in our marketing brochures and other materials and in discussions with existing and/or prospective clients or business partners.

7 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, EQUITY, STRICT LIABILITY, NEGLIGENCE, FRAUD, MISREPRESENTATION OR OTHER TORT, OR ANY OTHER THEORY), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EAST BAY INNOVATION ACADEMY RELATING TO THE ENGAGEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO EAST BAY INNOVATION ACADEMY IN CONNECTION WITH SUCH ENGAGEMENT.

8 INSURANCE

8.1 Contractor shall obtain and maintain during the term of this Agreement insurance policy to satisfy minimum insurance coverage and limits as delineated in Table One "Minimum Recommended Insurance and Coverage Limits for Small Vendors and Contractors" appended to the end of this document.

8.2. Within five days of the effective date of this Agreement, the Contractor shall provide to East Bay Innovation Academy a certificate of insurance evidencing the required insurance coverage.

9 LAW AND JURISDICTION

9.1 These Terms shall be governed in all respects by the laws of the State of California without regard for the choice of law provisions thereof.

9.2 Should any dispute arise between the parties each will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial each will seek to resolve the dispute through mediation using the services of a mediator selected by mutual agreement. If the dispute is

East Bay Innovation Academy

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not resolved through negotiation or mediation, both parties shall submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Northern District of California located in Oakland, California. If there is no jurisdiction in the United States District Court for the Northern District of California, then jurisdiction shall be in the Superior Court of California, County of Alameda.

10 GENERAL

10.1 Neither party may assign any of the rights or delegate duties hereunder without the express prior written consent of the other.

10.2 No amendment, waiver or any other change in any term or condition of these Terms, the Engagement Letter, Project Description or any Statement of Work will be valid or binding unless mutually agreed to in writing by both parties. The failure of either party to enforce any term or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

10.3 The invalidity or unenforceability of any term or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

10.4 These Terms together with the Engagement Letter and any related Project Description and/or Statement of Work constitute the entire agreement and understanding between the parties with respect to their subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein and in the Engagement Letter and any related Project Description and/or Statement of Work.

10.5 Any notice which either party may desire or may be required to give to the other party under these Terms will be in writing, addressed to the party at its address set forth in the Engagement Letter, Project Description or Statement of Work, as the case may be, unless written notice of a change of address is given. Notices will be deemed given on the earlier of: (i) actual receipt, if and when personally delivered; (ii) two business days after being placed for delivery, if sent by a nationally recognized overnight courier; (iii) when sent by confirmed facsimile transmission with a copy delivered by another means specified in this Section; or (iv) on the third (3rd) business day after being sent by registered or certified mail, postage prepaid, return receipt requested.

10.6 The Engagement Letter and any Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. We agree that the Engagement Letter and any related Statement of Work may be delivered by facsimile and such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of an Engagement Letter and Statement of Work to the same extent that an original signature could be used.

10.7 In the event of a conflict between these Terms and any Project Description or Statement of Work, the terms of the Project Description or Statement of Work, as applicable, shall govern, but only in regard to the specific Services provided under that Project Description or Statement of Work.

East Bay Innovation Academy
 Agreement: ZP consulting

Table One

Minimum Recommended Insurance Coverage and Limits For Small Vendors and Contractors			
Type of Contractor	Recommended Coverage	Recommended Coverage Limits	Other
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.)	Commercial General Liability (or equivalent which would include products/completed operations, blanket contractual, broad form property damage and personal/advertising injury)	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal and Advertising Injury \$ 500,000	Additional Insured Endorsement Indemnity / Hold Harmless Agreement
Service Providers (copier/fax service, computers, security, drug dogs, activity venues, equipment, etc.)	Automobile Liability Including: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> Hired Vehicles <i>(Required for vehicles driven on school property)</i>	Combined Single Limit \$1,000,000	Indemnity / Hold Harmless Agreement
	Workers' Compensation* Employers' Liability	Limit California - Statutory Each Occurrence \$ 500,000	Indemnity / Hold Harmless Agreement

For the contractor categories below, the following coverages are recommended in addition to those listed above:

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (may require project-specific coverage)	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Professional Services (accountants, architects, attorneys, education consultants, nurses, therapists, etc.)	Professional Liability (or Medical Malpractice, as applicable)	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Payroll company, Data managers	Cyber Liability	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement

- *Owner to be covered or must provide proof of valid health insurance.
- If vendor will have unsupervised access to students (not recommended) they must have background check and general liability must include sexual molestation coverage.
- Certificates of insurance are to provide for 15 days advance notice to charter school in the event of cancellation of coverage.
- All subcontractors are to be included under the above policies or must provide separate, compliant evidence of insurance and "Other" provisions.



Cover Sheet

Employee and student/family handbook SY 22 - review and approval

Section: III. Academic Excellence
Item: A. Employee and student/family handbook SY 22 - review and approval
Purpose: Vote
Submitted by:
Related Material:
EBIA SY 22 Employee Handbook FINAL.pdf
EBIA SY 2021-2022 Parent_Student Handbook FINAL.pdf
EBIA Student Freedom of Speech and Expression Policy July 2021.pdf



EAST BAY INNOVATION ACADEMY (EBIA) PARENT/STUDENT HANDBOOK

2021-2022

Updated July 2021

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GENERAL INFORMATION

OUR TEAM

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

- Phone number: 510-577-9557
- Attendance/Info (Jessica Rangel Flores – Lower, Jasmine Sanchez – Upper): info@eastbayia.org
- Quest, After-school Care at Lower School (Janisse Watts): quest@eastbayia.org
- Executive Director (Michelle Cho): michelle.cho@eastbayia.org
- Principal, lower (Ashley DeGrano): ashley.degrano@eastbayia.org
- Principal, upper (Rodolfo Ornelas): rodolfo.ornelas@eastbayia.org
- Dean of Students, lower (Melissa Saunders): melissa.saunders@eastbayia.org
- Dean of Students, upper (Mick Terrizzi): mterrizzi@eastbayia.org
- Director of Operations (Amanda Okamoto): amanda.okamoto@eastbayia.org
- Director of Student Support Services (Robert Moore): rmoore@eastbayia.org
- Director of College and Career Readiness (Jamia Morton): jamia.morton@eastbayia.org
- Director of Enrollment and Student Data (Bonita Herrera): bherrera@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 <https://eastbayia.org/about/board-materials> .

EBIA MODEL

OUR MISSION

East Bay Innovation Academy's ("EBIA," the "School," 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 fifty (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 prepare 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 being 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 achieving 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 do not 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 eighteen (18) to twenty-six (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.

* In light of the COVID-19 pandemic and the subsequent public health response to prioritize the safety and health of all students, staff and families, the EBIA experience may be modified as needed to include social distancing and/or other health and safety protocols for the 2021-22 school year.

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 (3) times during the year, students will have one (1) week intersessions where they will have markedly different learning experiences than they experience during the approximately six (6) 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.

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 Petition.

We are an open enrollment public school committed to equal opportunity. EBIA 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 children of staff, the Board, or Founding Families, student who currently attend EBIA and their siblings, students who reside within the public elementary school where EBIA is physically located, and residents of the district have 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. Children of EBIA employees, the EBIA Board of Directors, and EBIA Founding Families identified in the initial charter.
2. Siblings of enrolled students
3. Residents of the District and school zones.
4. 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 phone numbers and emergency contact numbers.

WITHDRAWAL FROM SCHOOL

Please notify the office personnel at least one (1) week in advance if your child will be withdrawing from EBIA. 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 last known district of residence that the student has withdrawn from EBIA within thirty (30) days, 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.

STUDENT ATTENDANCE

It is the intent of the Governing Board ("Board") of East Bay Innovation Academy ("EBIA" or the "Charter School") to ensure that students attend school every day on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and behavior problems.

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 184 calendar days with Lower School hours running from 9:00 am – 3:30 pm and Upper School hours running from 8:30 am – 3:45 pm, followed by Office Hours on select days and enrichment program. The campus will open at 7:30 am for students to do school work.

Parents have the right to be notified in a timely manner if their child is absent from school without permission, except for when students in grades 7-12, inclusive, are excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

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 do not 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;
 - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. Attendance at funeral services for a member of the student's immediate family:
 - a. Excused absence in this instance shall be limited to one (1) day if the service is conducted in California or three (3) days if the service is conducted out of state.
 - b. "Immediate family" shall be defined as parent or guardian, grandparent, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's 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 (4) 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.
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 member 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, which may be extended if deemed medically necessary by the student's physician.
12. Authorized at the discretion of the Executive Director or designee, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse.
13. A pupil who holds a work permit to work for a period of not more than five (5) 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 (5) absences per school year subject to the requirements of Education Code Section 48225.5.
14. 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 (5) 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.
15. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
 - a. Appearance in court.
 - b. Observance of a holiday or ceremony of the pupil's religion.
 - c. Attendance at religious retreats.
 - d. Attendance at an employment conference.
 - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is

absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

METHOD OF VERIFICATION

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

When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.

A healthcare provider's note of illness will be accepted for any reported absence. When a student has had fourteen (14) absences in the school year for illness verified by methods listed above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

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.

TRUANCY

Students shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one (1) school year, or if the student is tardy or absent for more than any thirty (30) minute period during the school day without a valid excuse on three (3) occasions in one (1) school year, or any combination thereof. Such students shall be reported to the Executive Director or designee.

Students shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) 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 five (5) occasions in one school year, or any combination thereof.

In addition, students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one (1) school year, 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 two (2) unexcused absences or unexcused tardies over thirty (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 third (3rd) and fourth (4th) unexcused absences or unexcused tardies over thirty (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 three (3) unexcused absences or unexcused tardies over thirty (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. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked.
3. Upon reaching five (5) unexcused absences or unexcused tardies over thirty (30) minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and 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.
4. Upon reaching six (6) unexcused absences or unexcused tardies over thirty (30) minutes, the student will be referred to a Student Success Team ("SST") and the School Attendance Review Board ("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.

5. 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. Required remediation plan as set by the SARB
 - ix. 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.
6. 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.

7. 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.
8. 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 five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) 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, the student's parents/guardian 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 sixth (6th) 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 (1st) 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 third (3rd) day of the school year and do not have an excused absence 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 fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.
4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process

described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.

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 proposed disenrollment date.

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

1. the charges against the pupil,
2. an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action,
3. The CDE Enrollment Complaint Notice and Form.

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) calendar 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).

REPORTS

The Executive Director, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

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. Light supervision is provided prior to 8:00 a.m. Please pick students up within ten (10) minutes of dismissal. If class is being conducted at an off-campus site, students not picked up within ten (10) minutes of dismissal will be returned to the school site.

Lower School:

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 thirty (30) seconds in the turnabout 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.

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 thirty (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

EBIA is committed to providing a safe campus for all students. When students are left on school property after the close of school 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 Principal 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 pick up their student. Students must remain on site until an adult comes to retrieve the student.

- Notify the Principal or designee within forty-five (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 sixty (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.

EBIA understands unforeseen circumstances can occur. Should a late pick-up be likely, please inform the main office at 510-577-9557. Five (5) or more late pick-ups during a school year may result in a 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, you may consider using services like HopSkipDrive or Zum and ensure that the driver is qualified to transport minors. EBIA does not assume responsibility for the safety of students whose parents elect to privately contract with a transportation service.

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 (2) 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 PowerSchool, 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.

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.

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 (30) hours per year. Parents are encouraged to volunteer, however, no parent is required to volunteer. In no way will a parent's participation affect a student's enrollment and/or grades.
- 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 (1) conference per year with their student's advisor, and more as necessary.
- Support and encourage on-time attendance.

PARENT AND FAMILY ENGAGEMENT POLICY

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the main office.

INSTRUCTIONAL PROGRAM

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/documented 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.

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 (2) 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 (2) 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%.

STUDENT TESTING

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

CAASPP - California Assessment of Student Performance and Progress (“CAASPP” includes the Smarter Balanced Summative Assessments; the California Alternate Assessments (CAAs), including the CAA for Science; the California Science Test (CAST); and the California Spanish Assessment (CSA).CAASPP testing takes place in the Spring. Notwithstanding any other provision of law, a parent’s or guardian’s written request to the Executive Director 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 math, reading, language and science assessment tests during the schoolyear. Ninth graders must take a second assessment in Math within thirty (30) days of enrollment per the *California Math Placement Act of 2015*.

AP Testing- Students enrolled in Advanced Placement (“AP”) 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 Preliminary Scholastic Aptitude Test (“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 Executive Director 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 Scholastic Aptitude Test (“SAT”) exam. A parent’s or guardian’s written request to the Executive Director to excuse his or her child from any or all parts of this state assessment shall be granted.

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 Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) 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 through a passive consent ("opt-out") process. 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 upon request 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 AND INFORMATION REGARDING FINANCIAL AID

EBIA is required by state law to submit the Grade Point Average ("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 1st. Charter School shall ensure that each of its students receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the student enters grade 12. ACE will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
 - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:

<https://www.csac.ca.gov/post/resources-california-dream-act-application>

TEACHER CONFERENCES

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

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.

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.

SURVEYS ABOUT PERSONAL BELIEFS

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

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 (3) consecutive school days due to travel, extended illness, or another cause of three (3) 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 the school's Board Policy on Independent Study, which is available for review on the school website and in the main office.

STUDENT BEHAVIOR

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**

A copy of the complete Suspension & Expulsion Policy is located within the Appendix of this Handbook.

DRESS CODE

PHILOSOPHY

EBIA'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 dress code and to address dress 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

EBIA 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:

- Clothing that depicts Violent language or images.
- Clothing that depicts Images or language depicting drugs or alcohol, gambling, gang related signs or images, or any illegal item or activity.
- Clothing that depicts Hate speech, profanity, or is sexual suggestive or obscene.
- Clothing that depicts 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 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.

Students may not be disciplined or penalized academically as a consequence for wearing attire in violation of this school dress code.

CELL PHONE/ELECTRONIC DEVICES

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 on campus must throw it in the trashcan.

APPROPRIATE 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.

Plagiarism and Copyright Infringement definitions:

1. Users will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.
2. Users will respect the rights of copyright owners and not infringe on those rights. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

Assignments for which students have engaged in plagiarism and/or copyright infringement will be scored as a zero (0), and students will be asked to re-submit the assignment within two (2) 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.

STUDENT HEALTH AND SAFETY

ILLNESS

A student who is ill should not be sent to school, since this may result in their 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 is encouraged to remain home until lice free. Please treat your student and notify the school.

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.

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.

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 receive classroom-based instruction 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 classroom-based instruction 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.

These required immunizations include:

Child’s Grade	List of shots required to attend school
<p>Entering Kindergarten</p>	<p>Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses</p> <p>NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. 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. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<p>Entering 7th Grade</p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses</p> <p>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, varicella and primary series for diphtheria, tetanus, and pertussis), <u>in addition to</u> the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

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 (1) overnight stay away from home.

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 healthcare provider 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.
 - If applicable, a written statement from the parent, foster parent, or guardian of the student indicating the desire that EBIA assist the student in the matters set forth in the statement of the authorized health care provider.
- 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 during the regular school day 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 Executive Director 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.

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.

PHYSICAL EXAMINATIONS AND RIGHT TO REFUSE

All students are to have completed a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes,

please provide the teacher with a physician’s written verification of the medical issue, especially if it impacts in any way your child’s ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

SCHOOL BUS AND PASSENGER SAFETY

All students who are transported in a schoolbus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. EBIA’s procedures are outlined in the School Safety Plan.

SCHOOL SAFETY PLAN

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

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/dhds/dsp/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.

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:

Executive Director: Michelle Cho
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.

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.

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 are 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 Robert Moore 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:

- Alameda County 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.

SCHOOL OPERATIONS & PROCEDURES

NONDISCRIMINATION STATEMENT

The Charter School does not discriminate against any person 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 (“IDEIA”).

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School’s charter and relevant policies.

The Charter School does not request nor require student records prior to a student’s enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also 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:

Executive Director: Michelle Cho
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557
michelle.cho@eastbayia.org

The lack of English language skills will not be a barrier to admission or participation in Charter School’s programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

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.

All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. EBIA reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. EBIA shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by EBIA consistent with the law. The EBIA Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

The Executive Director 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 Executive Director 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 Executive Director 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.

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.

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

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

- Lunch or morning supervision

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. If you have any concerns or do not give consent, please contact info@eastbayia.org.

LOST OR DAMAGED SCHOOL PROPERTY

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

MEAL PROGRAM

EBIA participates in the National School Lunch Program ("NSLP"), which is a federally assisted meal program that provides nutritionally balanced, low-cost, or free lunches to children each school day. All parents/guardians of EBIA students are all encouraged to apply in order to include as many eligible students as possible. 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. EBIA will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per school day.

EBIA also maintains a School Wellness Policy pursuant to state and federal requirements. A copy of the complete Policy is available upon request at the main office.

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 vendors such as Doordash, Uber Eats, etc.

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 five (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 Executive Director 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, consultant, vendor, 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, or contracted provider of digital educational platforms and/or service; 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:

Student Privacy Policy 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 to the following parties:

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;
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 about their questions.

DIRECTORY INFORMATION

“Directory information” is information that is generally not considered harmful or an invasion of privacy if released. Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. 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/video
- * 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. A copy of the complete Policy is available upon request at the main office.

EDUCATION OF HOMELESS CHILDREN AND YOUTH ANNUAL NOTICE

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 U.S.C. section 11434a):

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 Executive Director 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)):

Homeless Liaison: Michelle Cho, 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, public libraries, 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. Charter 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 under section 480 of the Higher Education Act of 1965 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 described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

High School Graduation Requirements: Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter

School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the EBIA, a copy of the complete policy shall be provided at the time of enrollment. 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.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of

military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

5. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
6. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
7. Provide information to the student about transfer opportunities available through the California Community Colleges.
8. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency (“LEA”), the Charter School shall provide these student records within five (5) business days. The Charter School shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth’s grades as a result of the student’s absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available on the school website and upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School’s complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

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 Executive Director. 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: Robert Moore
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557

APPENDIX: COMPLETE POLICIES

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, the East Bay Innovation Academy ("EBIA" or the "Charter School") 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 mental or physical disability, sex, (including pregnancy and related conditions, and parental status) gender, gender identity, gender expression, nationality (including national origin and country of origin), , race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), immigration and citizenship status, religion (including agnosticism and atheism), religious affiliation, sexual orientation, childbirth or related medical conditions, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable federal, state, local law, ordinance or regulation. 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 who 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 and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. EBIA complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

Michelle Cho, Executive Director
East Bay Innovation 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 work or 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 discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by EBIA.

EBIA is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire 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 or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex
- Sexual or discriminatory displays or publications anywhere in the work or 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 work or educational environment.
 - o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or 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.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in EBIA’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that EBIA investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

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 may not 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.

Charter School 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 students 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 students.

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

Charter School 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.

Grievance Procedures

1. Scope of Grievance Procedures

EBIA will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the EBIA UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, EBIA will utilize the following grievance procedures in addition to its UCP when applicable.

2. 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 when 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:

Michelle Cho, 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. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. EBIA will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. 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 they are a target of such behavior should immediately contact a teacher, counselor, the Coordinator, a staff person or a family member so that the student 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 to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, 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 individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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, and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to EBIA's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or EBIA's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. EBIA will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of EBIA to provide the supportive measures.

4. Investigation and Response

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 twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension 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, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

- A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that EBIA prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - EBIA may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with EBIA's policies.
 - EBIA may remove a respondent from EBIA's education program or activity on an emergency basis, in accordance with EBIA's policies, provided that EBIA undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - If a formal complaint of sexual harassment is filed, EBIA may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If EBIA offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - EBIA will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. EBIA shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the

complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, EBIA will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in EBIA's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable EBIA policy.
 - EBIA may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at EBIA; or
 - The specific circumstances prevent EBIA from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, EBIA will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - EBIA will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of EBIA's code of conduct to the facts;
 - The decision and rationale for each allegation;

- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from EBIA or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by EBIA in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find EBIA's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of EBIA's decision or resolution, submit a written appeal to the Chair of the EBIA Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and EBIA will implement appeal procedures equally for both parties.
- EBIA will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

7. Recordkeeping

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

EBIA will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, Harassment, Intimidation, Discrimination & Bullying 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 EBIA 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 that providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up Meeting with Complainant held

EMPLOYEE INTERACTIONS WITH STUDENTS POLICY (FROM EMPLOYEE HANDBOOK)

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.

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.

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 involuntary removal 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 (5) schooldays

before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth, or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent or guardian, or educational rights holder of the basis for which the pupil is being involuntarily removed and the student, the student's parent or guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, 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 Offense. Students may be suspended for any of the following acts when it is determined the pupil:

- a) 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. This section applies to pupils in any of grades 9 to 12, inclusive.

2. Discretionary Suspension and Expellable Offenses. Students may be suspended or suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- b) Caused, attempted to cause, or threatened to cause physical injury to another person.
- c) Willfully used force or violence upon the person of another, except self-defense.
- d) Unlawfully possessed, used 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.
- e) 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.
- f) Committed or attempted to commit robbery or extortion.

- g) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- h) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- i) 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.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- 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 school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 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 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:

- i. A message, text, sound, video 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) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 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)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the pupil 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.

3. Non-Discretionary Suspension and Expellable 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 destructive device 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 Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

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 destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3½ inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

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

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

C. SUSPENSION 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 (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with 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 the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the 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

¹ "Designee," as used in this suspension/expulsion policy includes the Principal or Dean of Students.

be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parent or guardian, unless the pupil and the pupil's parent or guardian fail to attend the conference.

4. Homework Assignments During Suspension

In accordance with Education Code Section 48913.5, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 48913.5(b), if a homework assignment that is requested pursuant to Section 48913.5(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

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 neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three (3) members who are certificated and neither a teacher of the pupil nor 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, and the Charter School Board of Directors shall make the final determination.

E. EXPULSION PROCEDURES

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing 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 (5) 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 Board shall make the final determination regarding the expulsion 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, or the Board of Directors ultimately decides not to expel, the pupil shall immediately be returned to his/her previous 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 and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with 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 OR ADMISSION OF PREVIOUSLY EXPELLED STUDENT

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the pupil's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and pupil's parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission or admission of the pupil during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

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. INVOLUNTARY REMOVAL FOR TRUNACY

As charter schools are schools of choice and as a charter school pupil who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as

described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal.

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

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment 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 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.

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 2021-22 Parent and Student Handbook,” including the attached Appendices.

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!!



**EAST BAY INNOVATION ACADEMY (EBIA)
TEAM MEMBER HANDBOOK
July 2021**

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WELCOME

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

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

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

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

Team Member Handbook

this Handbook or any other policy or procedure, please ask the Executive Director, your Supervisor, or the Director of Operations.

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 Executive Director 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 Executive Director 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 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 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 Director of Operations or designee.

When EBIA receives allegations of unlawful harassment, discrimination, or retaliation, the Executive Director (if a complaint is about the Director of Operations) or the Director of Operations 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; and/or (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 two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and 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 Director of Operations. 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.

CORPORAL PUNISHMENT

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 this 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 property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

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 Executive Director, 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. All reports shall be as confidential as possible under the circumstances. It is the duty of the Executive Director 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 Executive Director 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 Executive Director 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 Executive Director.

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 Director of Operations 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 Executive Director or Director of Operations 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.

OCCUPATIONAL SAFETY

EBIA is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. EBIA's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

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 Executive Director 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 Director of Operations 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 Director of Operations.

A team member or former team member (or designee) has the right to inspect or receive a copy of his or her personnel records, as provided by law, at reasonable times, at a reasonable place, and on reasonable advance notice to the Director of Operations. 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 Executive Director.

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 Executive Director 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). 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 is 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.

Employees are provided School devices, networks and accounts (i.e., RingCentral App, Slack) and are expected to use them for all work-related communications and assignments. As such, employees are encouraged to avoid using their personal devices to prevent any unnecessary and non-reimbursable expenses or wear and tear on their own devices. Furthermore, as employees of a public entity, team members may be subject to Public Records Act searches of their communications to the extent they concern school business, including when stored on personal devices or accounts.

SOCIAL MEDIA POLICY

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;

- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

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 Executive Director 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 all directors, officers, team members and volunteers 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: Executive Director and Director of Operations. Any supervisor, manager, or staff that receives complaints of retaliation must immediately inform Executive Director and the Director of Operations.

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 Executive Director 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 required by law and 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. Consistent with applicable law, 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 Director of Operations will evaluate the new information and determine whether it justifies a response from the School. If the arrest results in a conviction or a similar determination, the School will thereafter determine whether the employee is suitable 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 notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director 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 Executive Director.

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 Director of Operations 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 Director of Operations.

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 Executive Director. 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 Executive Director. The results of this survey are factored into annual performance reviews and compensation decisions. Similarly, parents and students receive the opportunity to grade their Executive Director 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 administrators, 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director and approved by the EBIA Board of Directors.

EXEMPT VS NONEXEMPT 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. Nonexempt 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. Nonexempt employees are entitled to an overtime premium in accordance with applicable law (see the Overtime policy 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 leaders 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 Director of Operations.

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, nonexempt 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 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 (NONEXEMPT EMPLOYEES)

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

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

Nonexempt 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 Director of Operations to make the correction and such correction must be initialed by both the employee and the Director of Operations.

Nonexempt 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 Director of Operations with any questions concerning their pay so that inadvertent errors can be corrected.

MEAL PERIODS (NONEXEMPT 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.

Nonexempt 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 (NONEXEMPT 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 Director of Operations.

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 nonexempt 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, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. 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. Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal will discuss the situation with the employee. 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 Director of Operations 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 Director of Operations.

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, dies, 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 Executive Director 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 Executive Director. 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 Director of Operations). 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 Director of Operations, 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/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- Employee Eligibility Criteria

To be eligible for FMLA/CFRA 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 CFRA where the threshold is five (5) employees).

- Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA 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 each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
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. A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
 4. 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 additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. 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. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA 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/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember may 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 and CFRA leave may

be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA 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 or CFRA 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/CFRA Leave
 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA 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/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA 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/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA 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/CFRA 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/CFRA 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/CFRA leave; and
- 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/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

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

- Medical Certifications
 1. An employee requesting FMLA/CFRA 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/CFRA Leave
 1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director of Operations. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA 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 qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA 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/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, 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/CFRA 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/CFRA 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/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA 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/CFRA leave period, an employee 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/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an 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/CFRA 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.
- Employment during Leave

No employee, including employees on FMLA/CFRA 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 Director of Operations. 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, to bond with a new child or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the Armed Forces of the United States. PFL offers up to eight (8) 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, stalking or other crimes. 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, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. 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.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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 Director of Operations.

VICTIMS LEAVE FOR JUDICIAL PROCEEDINGS RELATED TO A CRIME

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 felony, serious felony, felony theft or felony embezzlement, 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.

Prior to taking leave to attend such judicial proceedings, all employees must provide EBIA with a copy of notices for each scheduled proceeding, provided to the employee by the relevant governmental agency. Such documentation can be from the following sources”

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney’s office.
- The victim/witness office that is advocating on behalf of the victim.

Any absence from work to attend judicial proceedings will be unpaid, unless the team member chooses to use accrued and unused sick time, vacation time or 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 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 sixty (60) 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.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses 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 (3) 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 five-hundred 500 miles from a team member's home, s/he may receive paid leave for five (5) days with prior approval from his/her Supervisor. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

JURY DUTY

A leave of absence for jury duty will be granted to any team member who has been notified to serve. For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to work duties as assigned. For all nonexempt employees, for the first ten (10) days of this leave, EBIA will compensate employees payment of an amount equal to their regular rate of pay. EBIA does not provide jury duty pay to nonexempt employees 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 Director of Operations.

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 Executive Director, Supervisor or colleague to agree to write an honest letter of recommendation for a departing teammate. Executive Director, Supervisors and teammates who choose to write letters of recommendation should provide the Director of Operations with a copy for the team member's file.
- *Verbal references:* Only the Executive Director 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 Executive Director or the former employee's direct Manager should simply refer the prospective employer to the Director of Operations. In this case, EBIA's policy is for the Director of Operations 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 (2) 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. 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 Director of Operations 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 Executive Director 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 Executive Director. 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 Executive Director 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? _____

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: _____



STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

The Board of Directors of East Bay Innovation Academy (“EBIA” or the “Charter School”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Definitions

1. “*Obscenity*”: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. “*Defamation*”: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. “*Discriminatory Material*”: material that demeans a person or group because of the person/group’s mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, 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 that has the purpose of humiliating, offending, or provoking a person/group.
4. “*Harassment (including sexual harassment), Intimidation and/or Bullying*”: 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 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 student or students in fear of harm to that student’s or those students’ person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student



to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

5. “*Fighting Words*”: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. “*Vulgarity and/or Profanity*”: the continual use of curse words by a student, even after warning.
7. “*Violating Privacy*”: publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations or the substantial disruption of the orderly operation of the Charter School.

A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Charter School Executive Director or designee at least one (1) school day prior to distribution. The Charter School Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. The Charter School



Executive Director or designee shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this Policy).

2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Charter School Executive Director). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Charter School Executive Director or designee).

The Charter School Executive Director or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

B. Official School Publications

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.¹ The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. EBIA officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Executive Director.

C. Buttons, Badges, and Other Insignia of Symbolic Expression

¹ "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.



Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and EBIA administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

E. Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.



Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Charter School Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the EBIA Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the EBIA campus.
3. No EBIA employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. EBIA shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.



Complaints and Appeals

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with EBIA through following the Charter School's General Complaint Policies and Procedures.

Cover Sheet

Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In

Section:	III. Academic Excellence
Item: Check-In	B. Monthly COVID-19 Update and EBIA Re-Opening Plan
Purpose:	Discuss
Submitted by:	
Related Material:	CDPH K-12 Guidance 2021-22 School Year.pdf



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
State Public Health Officer & Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

July 12, 2021

TO: All Californians

SUBJECT: COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year

Related Materials: CDPH Guidance for the Use of Face Coverings | Safe Schools for All Hub | K-12 Schools Testing Framework 2021-2022

On July 9, 2021, the Centers for Disease Control and Prevention (CDC) published its updated recommendations for K-12 schools. The following guidance applies CDC's recommendations to the California context, in order to help K-12 schools formulate and implement plans for safe, successful, and full in-person instruction in the 2021-22 school year. This guidance is effective immediately and will be reviewed regularly by the California Department of Public Health (CDPH).

The foundational principle of this guidance is that all students must have access to safe and full in-person instruction and to as much instructional time as possible. In California, the surest path to safe and full in-person instruction at the outset of the school year, as well as minimizing missed school days in an ongoing basis, is a strong emphasis on the following: vaccination for all eligible individuals to get COVID-19 rates down throughout the community; universal masking in schools, which enables no minimum physical distancing, allowing all students access to full in-person learning, and more targeted quarantine practices, keeping students in school; and access to a robust COVID-19 testing program as an available additional safety layer. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are fully implemented. This is consistent with CDC K-12 School Guidance.

Masks are one of the most effective and simplest safety mitigation layers to prevent in-school transmission of COVID-19 infections and to support full time in-person instruction in K-12 schools. SARS-CoV-2, the virus that causes COVID-19, is transmitted primarily by aerosols (airborne transmission), and less frequently by droplets. Physical distancing is generally used to reduce only droplet transmission, whereas masks are one of the most effective measures for source control of **both** aerosols and droplets. Therefore, masks best promote both safety and in-person learning by reducing the need for physical distancing. Additionally, under the new guidance from the CDC, universal masking also permits modified quarantine practices under certain conditions in K-12 settings, further promoting more instructional time for students.

Finally, this approach takes into account a number of key considerations: current unknowns associated with variants and in particular the Delta Variant, which is more transmissible; operational barriers of tracking vaccination status in order to monitor and enforce mask wearing; and potential detrimental effects on students of differential mask policies. Detrimental effects of differential mask policies include: potential stigma, bullying, isolation of vaccinated OR unvaccinated students, depending on the culture and attitudes in the school or surrounding community.

CDPH will continue to assess conditions on an ongoing basis, and will determine no later than November 1, 2021, whether to update mask requirements or recommendations. Indicators, conditions, and science review will include vaccination coverage status, in consideration of whether vaccines are available for children under 12, community case and hospitalization rates, outbreaks, and ongoing vaccine effectiveness against circulating variants of SARS-CoV-2, the virus that causes COVID-19 in alignment with the CDC-recommended indicators to guide K-12 school operations.

This guidance is designed to enable all schools to offer and provide full in-person instruction to all students safely, consistent with the current scientific evidence about COVID-19, even if pandemic dynamics shift throughout the school year, affected by vaccination rates and the potential emergence of viral variants.

This guidance includes mandatory requirements, in addition to recommendations and resources to inform decision-making. Implementation requires training and support for staff and adequate consideration of student and family needs. Stricter guidance may be issued by local public health officials or other authorities.

COVID-19 vaccination is strongly recommended for all eligible people in California, including teachers, staff, students, and adults sharing homes with these members of our K-12 communities. See CDC recommendations about how to promote vaccine access and uptake for schools. Additional California-specific vaccine access information is available on the Safe Schools Hub and Vaccinate All 58 – Let’s Get to Immunity.

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) or in some workplaces the CalOSHA Aerosol Transmissible Diseases Standard, and should consult those regulations for additional applicable requirements.

General Considerations:

Consideration should be given to both the direct school population as well as the surrounding community. The primary factors to consider include: 1) level of community transmission of COVID-19; 2) COVID-19 vaccination coverage in the community and among students, faculty, and staff; and 3) any local COVID-19 outbreaks or increasing trends. Discussion of these factors should occur in collaboration with local or state public health partners.

As the CDC explained in its July 9, 2021 Guidance:

“Schools will have a mixed population of both people who are fully vaccinated and people who are not fully vaccinated. . . These variations require K-12 administrators to make decisions about the use of COVID-19 prevention strategies in their schools to protect people who are not fully vaccinated. . . Together with local public health officials, school administrators should consider multiple factors when they make decisions about implementing layered prevention strategies against COVID-19.”

In an effort to streamline and tailor this decision-making process for the California context, guidance regarding each of the measures that can be used in a layered prevention strategy is provided below.

Safety Measures for K-12 Schools

1. Masks

- a. Masks are optional outdoors for all in K-12 school settings.
- b. K-12 students are required to mask indoors, with exemptions per CDPH face mask guidance. Adults in K-12 school settings are required to mask when sharing indoor spaces with students.
- c. Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- d. Schools must develop and implement local protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.
- e. Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering. Note: Public schools should be aware of the requirements in AB 130 to offer independent study programs for the 2021-22 school year.
- f. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.

2. Physical distancing

- a. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

3. Ventilation recommendations:

- a. For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

4. Recommendations for staying home when sick and getting tested:

- a. Follow the strategy for Staying Home when Sick and Getting Tested from the CDC.
- b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.
- c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:

- i. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - ii. Other symptoms have improved; and
 - iii. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.
- 5. Screening testing recommendations:
 - a. CDPH has a robust State- and Federally-funded school testing program and subject matter experts available to support school decision making, including free testing resources to support screening testing programs (software, test kits, shipping, testing, etc.).
 - i. Resources for schools interested in testing include: California's Testing Task Force K-12 Schools Testing Program and K-12 school-based COVID-19 testing strategies; The Safe Schools for All state technical assistance (TA) portal; and the CDC K-12 School Guidance screening testing considerations (in Section 1.4 and Appendix 2) that are specific to the school setting.
- 6. Case reporting, contact tracing and investigation
 - a. Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.
 - b. Schools or LEAs should have a COVID-19 liaison to assist the local health department with contact tracing and investigation.
- 7. Quarantine recommendations for vaccinated close contacts
 - a. For those who are vaccinated, follow the CDPH Fully Vaccinated People Guidance regarding quarantine.
- 8. Quarantine recommendations for unvaccinated students for exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.
 - a. When both parties were wearing a mask in the indoor classroom setting, unvaccinated students who are close contacts (more than 15 minutes over a 24-hour period within 0-6 feet indoors) may undergo a modified 10-day quarantine as follows. They may continue to attend school for in-person instruction if they:
 - i. Are asymptomatic;
 - ii. Continue to appropriately mask, as required;
 - iii. Undergo at least twice weekly testing during the 10-day quarantine; and
 - iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.
- 9. Quarantine recommendations for: unvaccinated close contacts who were not wearing masks or for whom the infected individual was not wearing a mask during the indoor exposure; or unvaccinated students as described in #8 above.
 - a. For these contacts, those who remain asymptomatic, meaning they have NOT had any symptoms, may discontinue self-quarantine under the following conditions:

- i. Quarantine can end after Day 10 from the date of last exposure without testing; OR
 - ii. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative.
 - b. To discontinue quarantine before 14 days following last known exposure, asymptomatic close contacts must:
 - i. Continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND
 - ii. Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure.
 - c. If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.
10. Isolation recommendations
 - a. For both vaccinated and unvaccinated persons, follow the CDPH Isolation Guidance for those diagnosed with COVID-19.
11. Hand hygiene recommendations
 - a. Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.
 - b. Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.
 - c. Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.
12. Cleaning recommendations
 - a. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.
 - b. For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see [Cleaning and Disinfecting Your Facility](#).
 - c. If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.
13. Food service recommendations
 - a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible.
 - b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.

- c. Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.
14. Vaccination verification considerations
- a. To inform implementation of prevention strategies that vary by vaccination status (testing, contact tracing efforts, and quarantine and isolation practices), refer to the CDC vaccine verification recommendations.
15. COVID-19 Safety Planning Transparency Recommendations
- a. In order to build trust in the school community and support successful return to school, it is a best practice to provide transparency to the school community regarding the school's safety plans. It is recommended that at a minimum all local educational agencies (LEAs) post a safety plan, communicating the safety measures in place for 2021-22, on the LEA's website and at schools, and disseminate to families in advance of the start of the school year.
- Note: With the approval of the federal American Rescue Plan, each local educational agency receiving Elementary and Secondary School Emergency Relief (ARP ESSER) funds is required to adopt a Safe Return to In-Person Instruction and Continuity of Services Plan and review it at least every six months for possible revisions. The plan must describe how the local educational agency will maintain the health and safety of students, educators and other staff. Reference the Elementary and Secondary School Relief Fund (ESSER III) Safe Return to In-Person Instruction Local Educational Agency Plan Template.

Additional considerations or other populations

1. Disabilities or other health care needs recommendations
- a. When implementing this guidance, schools should carefully consider how to address the legal requirements related to provision of a free appropriate public education and requirements to reasonably accommodate disabilities, which continue to apply.
- b. Refer to the CDC K-12 guidance section on "Disabilities or other health care needs" for additional recommendations.
2. Visitor recommendations
- a. Schools should review their rules for visitors and family engagement activities.
- b. Schools should limit nonessential visitors, volunteers, and activities involving external groups or organizations with people who are not fully vaccinated, particularly in areas where there is moderate-to-high COVID-19 community transmission.
- c. Schools should not limit access for direct service providers, but can ensure compliance with school visitor policies.
- d. Schools should continue to emphasize the importance of staying home when sick. Anyone, including visitors, who have symptoms of infectious illness, such as flu or COVID-19, should stay home and seek testing and care.
3. Boarding schools may operate residential components under the following guidance:
- a. COVID-19 vaccination is strongly recommended for all eligible people in California, including teachers, staff, students, and adults sharing homes with these members of our K-12 communities.** See CDC recommendations about how to promote vaccine access and uptake for schools. Additional California-specific vaccine access information is available on the Safe Schools Hub.

- b. Strongly recommend policies and practices to ensure that all eligible students, faculty and staff have ample opportunity to become fully vaccinated.
 - c. Strongly recommend that unvaccinated students and staff be offered regular COVID-19 screening testing.
 - d. Consider students living in multi-student rooms as a “household cohort.” Household cohort members, regardless of vaccination status, do not need to wear masks or physically distance when they are together without non-household cohort members nearby. If different “household cohorts” are using shared indoor when together during the day or night, continue to monitor and enforce mask use, and healthy hygiene behaviors for everyone.
The non-residential components of boarding schools (e.g., in-person instruction for day students) are governed by the guidelines as other K-12 schools, as noted in this document.
4. Additional information about how this guidance applies to other supervised settings for K-12 school-aged children and youth (including activities such as band, drama) is forthcoming. Childcare settings and providers remain subject to separate guidance.

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



Cover Sheet

Independent Study Policy - review and approval

Section:	III. Academic Excellence
Item:	C. Independent Study Policy - review and approval
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT EBIA Independent Study Policy revised July 2021.pdf



INDEPENDENT STUDY POLICY

REVISED JULY 2021

East Bay Innovation Academy (“Charter School”) may offer independent study to meet the short-term educational needs of pupils enrolled in the Charter School who require independent study based upon **extraordinary** circumstances which would prevent the pupil from attending in-person instruction. Independent study is an optional educational alternative in which no pupil may be required to participate. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the East Bay Innovation Academy Board of Directors for implementation at Charter School:

1. “Extraordinary circumstances” may include but is not limited to a documented¹ illness, death of an immediately family member, or mandatory quarantine. Independent study must be pre-approved by the Executive Director and is limited to a total of fourteen (14) schooldays in a school year, unless the Executive Director agrees that a longer period of independent study cannot be avoided due to the extraordinary circumstances which triggered the request for independent study.
2. For pupils in all grade levels and programs offered by the Charter School, the **maximum length of time** that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
3. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete **three (3) assignments** during any period of five (5) school days.
 - b. In the event Student’s **educational progress falls below satisfactory levels** as determined by the Charter School’s tiered intervention process which considers ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

¹ Supported by a written and signed note from a physician.



A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The records shall be maintained for a period of three (3) years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

4. The Charter School shall provide **content aligned to grade level standards** that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.
5. In the rare case the Executive Director approves any independent study beyond the fourteen-school day limit as described above in paragraph 1, **for independent study of fifteen or more school days in a school year**, the following (a)-(c) shall apply:
 - a. The Charter School has adopted **tiered reengagement strategies** for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follow:
 - i. Verification of current contact information for each enrolled pupil;
 - ii. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
 - iii. Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary:
 1. Verification of access to connectivity.
 2. Seeking to understand what is happening for pupil and at home;
 3. Establishing an understanding for parents regarding compulsory education and how lack of attendance impacts learning.
 - iv. When the evaluation described above in paragraph 3 is triggered to consider whether remaining in independent study is in the best interest of the pupil, a **pupil-parent-educator conference** shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.
 - b. The Charter School serves grades 6-12. For pupils in grades 6-12, all pupils will be provided the opportunity for thirty (30) minutes of office time daily with the assigned certificated teacher either in-person or through virtual or telephonic means for purposes of **daily interaction and synchronous instruction opportunities**. During these opportunities, student and teacher will have the opportunity to interact and individual instruction or group instruction, will be offered to increase pupil academic progress and connectivity with the Charter School.



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- c. Upon written parent/guardian request for **return to in-person instruction**, pupil will be expeditiously returned to in-person instruction and in no case later than five instructional days.

6. A **current written agreement** shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments and for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted herein, pursuant to Education Code Section 51747(a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. Pursuant to this policy, no pupil may participate in independent study beyond 14 school days in a school year unless approved by the Executive Director or designee.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.



- i. Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements Family Code section 6550. For the 2021-22 school year only, this written agreement shall be signed no later than 30 days after the first day of instruction.
7. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
8. The Executive Director may establish procedures/regulations to implement these policies in accordance with the law.

Cover Sheet

Interim academic policies in accordance with AB104 - review and approval

Section: III. Academic Excellence
Item: D. Interim academic policies in accordance with AB104 - review
and approval
Purpose: Vote
Submitted by:
Related Material:
EBIA board resolution_graduation requirements AB104 July 2021.pdf
EBIA_Interim Policy to Mitigate Student Hardship Caused by Covid-19_AB104_July
2021.pdf

EAST BAY INNOVATION ACADEMY
BOARD OF DIRECTORS
RESOLUTION NO. SY2022-1
MODIFIED GRADUATION REQUIREMENTS IN LIGHT OF THE COVID-19 CRISIS AND
DISTANCE LEARNING IN ACCORDANCE WITH AB 104

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, as of the date of this Resolution, California remains in State of Emergency due to the ongoing threat of COVID-19; and

WHEREAS, during the 2020-2021 school year, East Bay Innovation Academy (“EBIA”) operated in a full virtual distance learning model in accordance with directives and guidance from the California Department of Education (“CDE”) and the California Department of Public Health (“CDPH”); and

WHEREAS, EBIA’s graduation requirements as set forth in the EBIA charter exceed the California minimum graduation requirements established by Education Code Section 51225.3 and exceed the minimum University of California “A-G” requirements; and

WHEREAS, on July 1, 2021, Governor Newsom signed into law Assembly Bill 104, which added Education Code Section 51225, requiring EBIA to “[e]xempt a pupil who was enrolled in the pupil’s third or fourth year of high school during the 2020-21 school year and who is not on track to graduate in four years from all coursework and other requirements adopted by the governing body that are in addition to the statewide coursework requirements specified in [Education Code] Section 51225.3;” and

WHEREAS, Education Code Section 51225 further requires EBIA to “[p]rovide a pupil who was enrolled in the third or fourth year of high school during the 2020-21 school year and who is not on track to graduate in 2020-21 or 2021-22 school years, the opportunity to complete the statewide coursework required for graduation pursuant to [Education Code] Section 51225.3, which opportunity may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework;” and

WHEREAS, EBIA seeks to comply with Education Code Section 51225 to ensure that, in light of the COVID-19 crisis, all students enrolled during the 2020-2021 school years, shall be able to obtain their high school diploma within the timeline of expected graduation had the COVID-19 crisis not occurred.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of EBIA (“Board”) hereby authorizes EBIA’s administration to comply with Education Code Section 51225 and award a regular high school diploma to any student who was a junior or senior during the 2020-2021 school year who has satisfactorily completed the required coursework as detailed in Section 51225.3.

BE IT RESOLVED that the Board hereby authorizes EBIA’s administration to comply with Education Code Section 51225 and allow any student who was a junior or senior during the 2020-2021 school year who is not on track to graduation in the 2020-21 or 2021-22 school years to remain at EBIA for a fifth year or complete credit recovery or other opportunity to complete the required course work for a California minimum diploma pursuant to Education Code Section 51225.3.

BE IT FURTHER RESOLVED that any student in any grade level enrolled at EBIA during the 2019-2020 and 2020-2021 school years who meets the California “A-G” requirements by their senior year, as detailed in the Adjusted Graduation Plan, even if that student does not meet the heightened EBIA charter requirements set forth in the charter, shall be eligible to receive an “A-G” diploma. This resolution does not apply to freshman (ninth grade) students enrolling at EBIA in the 2021-2022 school year and beyond unless otherwise resolved by this Board.

PASSED AND ADOPTED by the Board of Directors of EBIA at a meeting held on July 20, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Directors
4824-5894-1938, v. 2



INTERIM POLICY FOR MITIGATION OF STUDENT HARDSHIP CAUSED BY COVID-19

The East Bay Innovation Academy (“Charter School” or “EBIA”) Board of Directors (“Board”) recognizes the challenges posed by the COVID-19 pandemic, including interruptions to traditional educational and extracurricular programming and in-person instruction. To ensure each student is provided an opportunity to succeed in this unique and unprecedented environment, EBIA shall provide eligible students with the following options to complete course requirements, to earn a high school diploma, and participate in extracurricular activities.

Definitions

“*Parent*” means the natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

“*Eligible student*” means a student who has received deficient grades for at least one-half of the student’s coursework in the 2020–21 academic year. A deficient grade is a F, a No Pass, or an equivalent as determined by EBIA. Notwithstanding existing law and school policy, a student enrolled in grade 12 during the 2020–21 school year shall not be eligible for retention under this section.

A. Parent-initiated Retention Requests

1. The parent of an eligible student may submit a written request to retain the student for the 2021–22 school year. A retention request form shall be made available on the CDE website and EBIA website (www.eastbayia.org). The retention request form should be submitted to:

Grades 6-8:

Ashley DeGrano (ashley.degrano@eastbayia.org)
Lower School Principal
3400 Malcolm Ave,
Oakland, CA 94605

Grades 9-12:

Rodolfo Ornelas (Rodolfo.ornelas@eastbayia.org)
Upper School Principal
3800 Mountain Blvd,
Oakland, CA 94619



2. If a parent submits a retention request form, the Executive Director/Principal or their designee shall respond with a written invitation to a Retention Team Conference (“RTC”) with the parent, student, student’s teacher, and an administrator. Any other staff members deemed necessary shall also be invited. The RTC shall occur within thirty (30) days of the written request for retention.
3. The RTC shall include consultation on all of the following:
 - a. Discussion of all available learning recovery options, including but not limited to the following specific interventions and supports:
 - i. Supplemental instruction, including tutoring or other one-on-one or small group learning supports;
 - ii. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
 - iii. Supports for credit recovery to complete graduation or grade promotion requirements and to increase or improve college eligibility.
 - iv. Supports for students experiencing homelessness, foster youth, English language learners, and students with disabilities.
 - v. Access to prior semester courses in which the student received a F letter grade in the 2020–21 academic year.
 - b. Consideration of the student’s academic data, and any other information relevant to whether retention is in the in best academic and social interest of the student.
 - c. Discussion about research on the effects of student retention and the types of interventions and supports that have been shown to be beneficial to students.
 - d. If the student is a student with a disability, a retention discussion shall include assurances that it is consistent with the student’s Individualized Education Plan (“IEP”).
4. If there is disagreement among the Retention Team, the Executive Director/Principal or designee will make the determination based upon all information discussed at the RTC.
5. EBIA shall notify Parent of its decision, in writing, within ten (10) calendar days of the RTC.
6. A student who is retained shall be offered appropriate interventions, supports, and recovery options as discussed in Paragraph A(3)(a) above.



7. A student who is **not** retained shall be offered appropriate interventions, supports, and recovery options as discussed in Paragraph A(3)(a) above, as well as access to prior semester courses in which the student received a F letter grade in the 2020–21 academic year.

B. Requests for Grade Changes

The parent of any student (or a student who is 18 years of age) who was enrolled in grades 9-12 at EBIA in the 2020-21 school year may request to change a letter grade earned in the 2020-21 school year to Pass or No Pass on their transcript. While they are encouraged to do so, please note that some postsecondary educational institutions, including those in other states, may not accept a Pass or No Pass grade instead of a letter grade for admission purposes. EBIA shall comply with the following legal requirements in notifying Parents/Guardians of the option for a grade change and for processing requests:

1. Written notice of the option to request a grade change shall be provided to all families and shall be posted on the school website.
2. A request form for this grade change request shall be available at (<https://www.cde.ca.gov/ci/gs/ps/documents/gradechange20form.pdf>) and must be completed and submitted to the school contact listed on the form no later than fifteen (15) calendar days from the date of EBIA written notice. No requests submitted after the cut-off date shall be considered. Absent a request to change a transcript pursuant to this Policy, a letter grade earned in the 2020–21 school year shall remain on the student’s transcript.
3. All properly and timely submitted requests shall be granted, the requested letter grade changed to Pass or No Pass, and the parent notified of same within fifteen (15) calendar days of the submission of the grade change request form.
4. EBIA shall not limit the number or type of courses eligible for the grade change.
5. The grade change shall not negatively affect the student’s grade point average.

C. Extended Opportunities for High School Coursework Completion

For any student who, in the 2020–21 school year, was in their 3rd or 4th year of high school and who is not on track to graduate in four years from all coursework and other requirements detailed in EBIA’s charter, which is beyond the minimum statewide coursework requirements for a California high school diploma pursuant to Education Code Section 51225.3, EBIA shall exempt the student from all coursework and other requirements adopted by the Board that are in addition to the statewide coursework requirements. For purposes of this section, “exempt” means the coursework or requirement shall not be considered mandatory for graduation with a high school diploma, and exemptions may be made following unsatisfactory completion of a course such that



a failing grade shall be removed from the student's transcript and shall have no impacts on the student's GPA nor eligibility for a diploma. In accordance with EBIA's charter, students may still be required to enroll in courses beyond the California minimum coursework requirements so long as such enrollment does not impede the student's ability to graduate with a diploma in accordance with Education Code Section 51225.3.

For any student who was enrolled in the pupil's third or fourth year of high school during the 2020–21 school year, and who is not on track to graduate in the 2020–21 or 2021–22 school years, the opportunity to complete the minimum statewide coursework required for a California high school diploma pursuant to Education Code Section 51225.3, which opportunity may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework.

D. Eligibility for Extracurricular Activities

Students who do not meet the conditions for participation in EBIA's extracurricular or cocurricular programs (including school events and after and before school programs) due to not achieving satisfactory academic progress as defined by existing school procedures shall remain eligible during a probationary period of one semester in length due to the impact of COVID-19. Probationary periods shall no longer be implemented following the end of the first semester of the 2021-22 school year.

Cover Sheet

State Budget Financial Update

Section: IV. Finance and Development
Item: A. State Budget Financial Update
Purpose: FYI
Submitted by:
Related Material: 2021_Final_Budget_Act_Brief.pdf



2021-22 FINAL BUDGET BRIEF

Funding Relief for Schools Through New and Expanded Programs

The Legislature and the Governor have reached agreement on a state budget for the 2021-22 fiscal year through a series of legislative actions. The primary Budget Bill is [Assembly Bill 128](#) (Chapter 21/2021) which was subsequently amended by [Senate Bill 129](#) which contains additional budget actions and amendments to AB 128. Finally, [Assembly Bill \(AB\) 130, the Education Trailer Bill](#) to the 2021-22 budget was signed on July 9, 2021. AB 130 is a 398 page bill that provides the final implementing provisions of the budget for K-12 education. [A full summary of the agreement can be found here.](#)

Of particular note for charter schools is a two-year extension of charter school renewals, a three-year extension of the moratorium on new nonclassroom-based charter schools, significant changes to Independent Study requirements, an increase to the Charter School Facility Grant Program, buyback of all apportionment deferrals, and a five percent increase to the LCFF. The budget also contains a large number of new and expanded categorical programs. These issues are discussed in more detail throughout this Brief.

State Budget Overview

The final budget package reflects total state spending of \$262.6 billion, of which \$196.4 billion is from the General Fund. Total Proposition 98 spending is a record, \$93.7 billion, and the budget allocates \$400 million in 2021-22 for supplemental pension payments to offset future pension costs for K-12 Schools and Community Colleges. The budget also contains a total of \$25.2 billion in General Fund reserves, higher than any level in history.

K-12 Education Highlights

For K-12 Education, the final 2021-22 budget includes the following highlights

- **Local Control Funding Formula (LCFF):** A cost-of-living adjustment (COLA) of 5.07 percent, which is a \$3.2 billion ongoing increase in Proposition 98 funding for LCFF in the 2021-22 fiscal year.
- **LCFF Concentration Grant:** About \$1.1 billion in increases to the LCFF grant percentage from 50 percent to 65 percent of the base grant.
- **K-12 Deferrals:** \$11 billion to fully pay off all apportionment deferrals.
- **SB 740 Charter School Facilities:** An increase of about \$6.7 million for a total of \$143.52 million.
- **Special Education Increases which will be allocated to SELPAs as follows:**
 - A COLA of 4.05 percent to the special education formula.
 - \$396 million in new ongoing funding, for an increase to the per-ADA statewide base rate.
 - \$260 million in new ongoing funding for specified services for children aged 3-5 years old.
 - \$550 million in one-time funding to increase alternative dispute resolution and learning recovery supports.



- **Expanded Learning Program:** \$1 billion ongoing funds and \$753.1 million in one-time funds in 2021-22, to expand afterschool and summer school enrichment programming for high-need students in grades TK-6 in classroom-based Local Education Agencies (LEAs).
- **Community Schools Partnership:** Current program is increased by \$3 billion in one-time funding available through 2028 and aligns program requirements to Healthy Start program.
- **Educator Effectiveness Block Grant:** \$1.5 billion in one-time funds available over five years.
- **Teacher Supports:** \$1.3 billion in one-time funding for various teacher recruitment, retention, and professional development programs.
- **A-G Completion Grant Program:** \$547.5 million in one-time funding to LEAs to improve A-G completion rates.
- **Universal School Meals Program and Nutrition Grants:** Increase in state meal reimbursements by \$54 million in 2021-22 to cover the costs of offering breakfast and lunch for all students beginning in 2022-23. Provides \$150 million for grants to LEAs to improve food service infrastructure, training and quality.
- **Universal Transitional Kindergarten (TK) and TK Expansion Grants:** Phases in from 2022-23 to 2025-26 TK eligibility to all four-year-olds and provides \$300 million in 2021-22 for expansion planning grants.
- **Career Technical Education Incentive Grant:** \$150 million increase for high-quality regional-based career technical education programs.

Proposition 98

The provisions of Proposition 98 (1988) establish a minimum funding guarantee for TK through community college education based on complex calculations and interactions of a number of economic and demographic variables. TK-12 education receives approximately 89 percent of Proposition 98 guarantee, with the remainder allocated to community colleges. The final budget makes adjustments to the Proposition 98 guarantee in both 2019-20, and 2020-21, and provides \$96.066 billion in ongoing Proposition 98 funding for the 2021-22 budget year. The following table shows the changes in each year to the minimum guarantee from the Governor's Budget estimates in January to the final budget:

Proposition 98 Guarantee: 2021-22 Final Budget Act (Dollars in Billions)			
Total Prop. 98	2019-20	2020-21	2021-22
January 2021 Estimate	\$79.5	\$82.8	\$88.1
Final Budget Act	\$79.17	\$93.14	\$96.07
Difference	-\$0.33	\$10.34	\$7.97

Local Control Funding Formula (LCFF)

The LCFF provides a base target per-pupil rate for grade level span (TK-3, 4-6, 7-8 and 9-12) and additional grade span adjustments for K-3 and high school average daily attendance (ADA). Each pupil who is identified as an English Learner, or who is eligible for free or reduced priced meals (FRPM), or who is a foster youth, generates an additional supplement. Finally, in addition to the base and supplemental grant, districts and charter schools receive an additional weighted grant if they have a high concentration of high-needs pupils overall.



The Final Budget Act provides a 5.07 percent base increase in the LCFF from 2020-21, as proposed in the May Revision. This is a \$3.2 billion ongoing increase in the 2021-22 fiscal year. The increase carries through to the LCFF supplemental and concentration grants as well.

Concentration Grant Increase:

The budget increases the LCFF concentration grant percentage from 50 percent to 65 percent of the base grant, providing about \$1.1 billion in additional LCFF funding statewide. LEAs that receive a concentration grant will be required to demonstrate in their local control accountability plan (LCAP), how the additional funding received as a result of the increased concentration grant add-on will be used to increase the number of credentialed staff or classified staff, including custodial staff, that provide direct services to pupils. The threshold for concentration grant eligibility remains at 55% of unduplicated pupils at the LEA. Charter school grant rates remain capped at the eligibility percentage of their authorizing district.

Below are the estimated rates, supplements and multipliers under the LCFF for 2021-22. Actual funding to be received by each school will vary depending on the pupil population.

LCFF Funding Element	LCFF Amounts for 2021-22
Grade TK-3 Base	\$8,096
Grade K-3 Grade Span Adjustment	\$ 842 (10.4% of K-3 target)
Grade 4-6 Base	\$8,217
Grade 7-8 Base	\$8,462
Grade 9-12 Base	\$9,806
Grade 9-12 Grade Span Adjustment	\$ 255 (2.6% of 9-12 target)
Supplement per unduplicated Free or Reduced Priced Meal Eligible pupils, English Learners or Foster Youth	20% of average base and add-on funding per eligible ADA
Concentration Supplement per pupil above 55% of the lesser of total district or charter percent high need	In 2021-22 increased from 50% to 65% of average base and add-on funding per eligible ADA above 55%.

LCFF Tools: The information above provides a brief overview of the LCFF and the estimated component rates. However, an additional tool is an LCFF calculator developed by the state Fiscal Crisis and Management Assistance Team (FCMAT) to assist schools in estimating LCFF funding. The [FCMAT LCFF Resources page](#) includes the downloadable LCFF calculator.

K-12 Education Funding Details

Apportionment Deferrals: The Final Budget Act provides a total of \$11 billion in one-time Proposition 98 funding to fully pay off the K-12 deferrals that were initiated last year.

Charter School Facility Grants: The SB 740 Facility Grant Program is administered by the California School Finance Authority (CSFA) and provides partial cost reimbursement to eligible charter schools in leased space. As proposed in May, the Final Budget Act provides an increase of about \$6.7 million for a total of \$143.52 million for 2021-22. However, the budget does not contain any settle-up funds for any shortfall of funding for 2020-21. We note that this program is currently over-subscribed, meaning that



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schools will likely get less than their full funding, even with the increase provided in the budget. More program information can be found at the [CSFA website](#).

Special Education: The budget contains a number of enhancements to special education funding, including:

- A COLA of 4.05 percent to the special education formula.
- \$396 million in new ongoing Proposition 98 funding, for an increase to the per-ADA statewide base rate to \$715.
- \$450 million in one-time funding to SELPAs for learning recovery supports associated with impacts of school disruptions from the pandemic. Funds will be allocated on a per pupil basis based on pupils with exceptional needs. Distribution of funds will be at the discretion of each SELPA.
- \$100 million in one-time funding to SELPAs to increase support to their members for dispute prevention and voluntary alternative dispute resolution activities. Funds will be allocated on a per pupil basis based on pupils with exceptional needs.
- \$260 million in new ongoing funding to include funding for specified services for children aged 3-5 years old in the formula.
- The budget included 3 separate working groups focused on Special Education Funding & Governance, a Statewide IEP Template, and Alternate Pathways to Graduation. Recommendations on changes to our system will be forthcoming later this summer.

CalSTRS and CalPERS Pension Relief:

The budget allocates nearly \$3 billion over the next four years for supplemental pension payments for schools and community colleges, including \$400 million in 2021-22 to offset future costs.

Significant New and Expanded Programs

The budget contains a number of new programs or significant changes to existing programs that may include **new mandates** as well as additional funding for charter schools. Some of the more significant of these programs are described here, and others are outlined in the table below.

Universal Transitional Kindergarten (TK) and TK Expansion Grants: Starting in the 2022-23 school year, in each year from 2022-23 to 2025-26, the eligibility date for TK students will expand by three months until all four-year-olds born by September 1 are eligible for a full year of TK before kindergarten. (The Proposition 98 guarantee will be re-benched by approximately \$2.7 billion at full implementation.) The law also caps TK class size to 24 pupils, and reduces the adult to student ratio in TK to 1 to 12 starting in 2022-23 and 1 to 10 starting in 2023-24. Other existing laws and standards around TK participation and implementation remain in place.

To support the TK expansion, the budget includes \$300 million for TK planning grants in 2021-22. \$200 million of the funds will be allocated to all LEAs, including charter schools, that operate a kindergarten program at a minimum amount of \$100,000 per LEA. Of the remaining funds, 60 percent shall be allocated on an equal amount per 2019-20 kindergarten Average Daily Attendance (ADA), and the remaining 40 percent based on 2019-20 LCFF unduplicated pupil count multiplied by kindergarten ADA.



Funds may be used for planning, hiring, training, materials, etc., necessary to expand TK services or to strengthen partnerships with other providers such as Head Start and State Preschool. LEAs will be required to provide relevant early learning data to the California Department of Education (CDE) and create a plan by June 30, 2022 for how all children will have access to a year of full-time early learning prior to kindergarten.

The remaining \$100 million will be allocated by the CDE for application-based competitive grants to LEAs or consortium of providers for increasing the number of highly qualified early learning teachers, and to provide early learning teacher training on topics such as inclusive classrooms, culturally responsive instruction, and mitigating implicit bias. These funds will be available through June 30, 2024.

Expanded Learning Opportunities Program: This program will be available starting in 2021-22 to all **classroom-based LEAs serving kindergarten through grade six** to expand afterschool and summer school **enrichment programming** for high-need (LCFF unduplicated) students. \$1 billion ongoing funds and \$753.1 million in one-time funds will be provided in 2021-22, growing to \$5 billion in ongoing funding at full implementation for classroom-based LEAs, based on the average daily attendance (ADA) count of low-income, English learner and foster youth students in grades TK-6.

An LEA serving K-6 in the prior year will receive a minimum grant of \$50,000. An LEA with an unduplicated pupil count of greater than 80% shall receive \$1,170 per unit of prior year K-6 ADA multiplied by the unduplicated pupil percentage. Remaining funds shall be allocated to all other LEAs based on prior year K-6 ADA multiplied by the unduplicated pupil percentage.

As a condition of apportionment of these funds in 2021-22, an eligible LEA **shall offer** all unduplicated pupils in kindergarten through grade 6, **and provide** to at least 50% of those pupils, access to expanded learning opportunity programs. Beginning in 2022-23 all LEAs shall offer all pupils in K through grade six access to expanded learning opportunities programs and provide them to all pupils who request their placement in a program. The program combined with the educational day shall offer nine-hours of combined service time on regular instructional days, plus 30 days of non-school day opportunities during intersessional periods of no less than 9 hours per day. LEAs are encouraged to coordinate with community based organizations and other programs such as federally subsidized childcare programs to maximize these opportunities, and may charge pupil fees in accordance with Education Code 8482.6.

Food Services Grants/Meal Service Expansion: The budget contains an increase in state meal reimbursements of \$54 million in the 2021-22 fiscal year and \$650 million in ongoing Proposition 98 funding beginning in 2022-23, to cover the costs of offering breakfast and lunch for all students.

Starting in 2022-23 school districts and charter schools shall provide two school meals free of charge during each school day to any pupil who requests a meal, without consideration of the pupil's eligibility for free or reduced price meals. Schools that participate in the federal breakfast and lunch programs shall be reimbursed by the CDE for the cost of meals to ineligible students, at the federal rate.

To assist in preparing for this expansion, the budget contains \$120 million in 2021-22 for a minimum \$25,000 per LEA, including all charter schools, for kitchen infrastructure upgrades, such as cooking and service equipment, storage and transportation. Funds remaining after minimum grants are allocated shall be provided to LEAs with at least 50% free and reduced price meal eligibility, based on the LEA's total enrollment of eligible pupils. An additional \$30 million shall be allocated to LEAs based on the



number of classified employees in 2020- 21, with a minimum grant of \$2,000 per LEA for food service staff training.

A Through G Completion Grants: The budget provides \$547.5 million in new one-time funding in 2021-22 to LEAs to provide additional supports to improve A-G course completion rates, as follows:

- \$300 million is for “A-G **Access** Grants” which allocates an equal amount per pupil in grades 9-12 to LEAs with A- G completion rate of less than 67%.
- \$100 million is for “A-G **Success** Grants” which allocates an equal amount per pupil in grades 9-12 to LEAs with A-G completion rates of 67% or higher.
- \$147.5 million is for “A-G **Learning Loss Mitigation** Grants” Which allocates an equal amount per LCFF unduplicated pupil in grade 9 through 12. These funds shall be used to allow pupils who received a grade of D, F, or fail in an A-G course in Spring 2020, or 2020-21 to retake those courses, or offer other credit recovery opportunities.

An eligible LEA that received an LCFF concentration grant in 2020-21 shall receive a minimum A-G Access or Success Grant, and A-G Learning Loss Grant of \$75,000. Grant recipients shall complete a plan, as specified, by January 1, 2022 describing how funds will increase or improve A-G eligibility for unduplicated pupils. These funds are available for use through 2025-26.

Other School and Teacher Improvement Programs: The following table describes a number of other new and expanded funding opportunities to support students and teachers.

Program	Funding	Purpose	Charters
Community School Partnership Grant	Existing program increased by \$3 billion in one-time funding available for use through 2028.	Augments and amends existing grant program to encourage integrated school, mental health, health and other community services. Improves alignment of program requirements to Healthy Start program. Competitive planning or implementation grants provide priority to LEAs with at least 80% LCFF unduplicated pupils.	Previously excluded nonclassroom-based charter, but now ALL charters may compete individually or through a consortium.
Career Technical Education Incentive Grant	\$300 million total (\$150m increase) to existing program for new and continuing grants.	Supports competitive matching grants for high-quality regional-based career technical education programs.	Charters are eligible to compete as LEAs or through a consortium of LEAs and providers.
Educator Effectiveness Block Grant	\$1.5 billion in one-time funds allocated to LEAs in an equal amount per full-time equivalent certificated and classified staff in 2020-21. Funds are available over five years.	Broad use of professional development activities for teachers, administrators, paraprofessionals and classified staff that interact with pupils. As a condition of apportionment, schools must complete a plan as specified on the use of funds by December 30, 2021.	Non-competitive allocation of funds. All charters with staff in 2020-21 are included.
Teacher Residency Grant	\$550 million for Grants of \$25,000 per new teacher for mentoring,	Grant applicant-based program through CTC that partners with one or more approved teacher prep programs	Charter schools are eligible applicants and may apply individually



	teacher preparation, recruitment, etc.	leading to a preliminary credential to increase qualified teachers in high need subject areas and locations.	or as part of a consortium.
National Board (NB) Certified Mentor Grant	\$250 million for \$25,000 grants per eligible teacher of \$5K per year.	Incentive grants for NB-Certified teachers to work in high need school for five years, and for teachers to initiate the process of NB certification.	Charter teachers are eligible, but candidates must apply through the authorizing district.
Classified Employee Credential Grant	\$125 million for up to \$24,000 over five years, per candidate.	Existing program through CTC, with priority for LEAs not previously funded and with high LCFF unduplicated counts.	All charters included.

Education Trailer Bill Policy Changes

The budget is typically accompanied by supplemental implementing legislation known as Trailer Bills. This year, [Assembly Bill \(AB\) 130, the Education Trailer Bill](#) not only contain the appropriations and implementation requirements for the programs noted above, but it also provides the detail on a number of significant statutory policy changes that affect charter schools. Some of these include:

Charter School Renewal Extension: One of the most significant issues that charter schools face coming out of the pandemic is how to address charter renewals when there have been two years of missing Dashboard and CAASPP data. CCSA advocated for renewal relief for charter schools and we are pleased that the trailer bill included the following language which reflects our request:

Education Code Section 47607.4: *“Notwithstanding the renewal process and criteria established in sections 47605.9, 47607, and 47607.2 or any other law, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years.”*

Nonclassroom-based Charter Moratorium Extension: The charter school community rallied against an existential threat to charter schools this year with the introduction of Assembly Bill 1316 (O'Donnell). While significant advocacy efforts were successful in holding this bill from moving forward, the legislature extended the existing moratorium on the approval of new nonclassroom-based charter schools for an additional three years to provide more time to consider and address any concerns related to the fiscal operations and accountability of nonclassroom-based schools.

Education Code Section 47612.7. (a) is amended to read: *“Notwithstanding any other law, and except as provided in subdivision (b), from January 1, 2020 to January 1, ~~2022~~ 2025 inclusive, the approval of a petition for the establishment of a new charter school as defined in paragraph (2) of subdivision (e) of section 47612.5, is prohibited.”*

Independent Study Reforms: Also of note in AB 130 are significant changes to the operation of independent study programs. These changes apply to all charter schools and school districts that offer independent study, including nonclassroom-based charters. These rules will replace the COVID related flexibilities related to schools that offered distance learning or independent study during the pandemic. [You can find the amendments to the Independent Study law here.](#) Schools are encouraged to consult with their lawyers and review the full range of changes to ensure compliance. Below are some



of the key highlights, and most significant changes to independent study beginning in the 2021- 22 fiscal year. CCSA has identified significant concerns with these new provisions including a lack of clarity and no transition time before compliance is required. We understand that clean up amendments will most likely be considered, however, given the legislative recess until August 15, any changes will not likely be resolved until late August at the earliest.

Virtually none of the new requirements are subject to SBE waiver and compliance with new requirements will be included in the State Controller's K-12 audit guide. The new requirements apply to both full-time independent study and course-based independent study offerings. Here are some of the most significant new requirement of the independent study changes in AB 130:

Education Code section (EC) 51745.5 includes new definitions of:

- *“Live interaction” means interaction between the pupil and local educational agency classified or certificated staff, and include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.*
- *“Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.*

EC 51747:

- Requires policies that address specified indicators of satisfactory progress, including, for high school students, access to all A through G courses offered by the LEA.
- Procedures for tiered re-engagement as specified for students who are absent more than three school days or 60% of the instructional days in a week.
- Requires a plan to provide opportunities for synchronous instruction or live interaction:
 - Grades TK-3: A plan to provide opportunities for daily synchronous instruction for all pupils throughout the year.
 - Grades 4-8: A plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils.
 - Grades 9-12: A plan to provide opportunities for at least weekly synchronous instruction.

EC 51747.5:

- Requires an LEA to document each pupil's participation in live interaction and synchronous instruction on each school day, as applicable, and maintain written or computer based evidence of pupil engagement.

Additional Considerations

Given the complexity of this year's budget and the significant policy changes imposed in the Trailer Bill, it is possible that the legislature may revisit some of these issues before the end of the legislative session this year. CCSA is actively advocating for clarifying amendments and ensuring a reasonable transition for the new Independent Study provisions. We will keep you posted of any changes that occur relative to the state budget or issues discussed in this brief.