



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday July 23, 2014 at 8:00 PM PDT

Location

3400 Malcolm Ave, Oakland 94605

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening items			
A. Record Attendance and Guests		Laurie Jacobson Jones	1 m
B. Call the Meeting to Order		Laurie Jacobson Jones	2 m
C. Approve Minutes	Approve Minutes	Tali Levy	2 m
Approve minutes for Board Meeting on June 25, 2014			
II. Academic Excellence			8:05 PM
Academic Excellence Agenda Stock Description			
A. EBIA Model and Teacher Development Update	Discuss	Devin Krugman	10 m
III. CEO Support And Eval			8:15 PM
CEO Support And Eval Agenda Stock Description			
A. EBIA Implementation Plan Summary	Discuss	Alex Harp	10 m
IV. Development			

	Purpose	Presenter	Time
Development Agenda Stock Description			
V. Facility			8:25 PM
Facility Agenda Stock Description			
A. Prop 39 Agreement Update	FYI	Rochelle Benning	5 m
VI. Finance			8:30 PM
Finance Agenda Stock Description			
A. FY 2014 Cash Flow	FYI	Emily Loecher	15 m
VII. Other Business			8:45 PM
A. Hiring Update	FYI	Laurie Jacobson Jones	5 m
B. EBIA Enrollment Update	FYI	Laurie Jacobson Jones	5 m
C. Consent Agenda	Vote	Laurie Jacobson Jones	5 m
VIII. Governance			9:00 PM
Governance Agenda Stock Description			
A. Board Development	Discuss	Laurie Jacobson Jones	15 m
IX. Closing Items			9:15 PM
A. Public Comment	FYI	Laurie Jacobson Jones	5 m
B. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by: Tali Levy
Related Material: Minutes for Board Meeting on June 25, 2014
Draft Minutes of the EBIA Meeting of the Board 061114.pdf
Draft Minutes of the EBIA Meeting of the Board 061814.pdf
Draft Minutes of the EBIA Meeting of the Board 062514.pdf

DRAFT

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
EAST BAY INNOVATION ACADEMY**
(A California Non-Profit Public Benefit Corporation)

1. CALL TO ORDER

The directors named by the incorporator of the corporation named above, constituting the Board of Directors of this corporation, held a special meeting at the time, on the day, and at the place set forth as follows:

Time: 8:02 p.m.

Date: May 21, 2014

Place: Conference Call - 1 (862) 902-0240, Access Code: 687-4601

2. DIRECTORS PRESENT

a. The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Rochelle Benning
Laurie Jacobson Jones
Tom Pryor
Tali Levy
Alex Harp (member of the public)

Absent: Amber Banks
Kim Smith

3. ACTION ITEMS FOR ORGANIZATIONAL MEETING OF THE BOARD

None

4. ADDITIONAL ITEMS

- a. Resolution East Bay Innovation Academy Applying for a Loan from the State of California

The Board discussed the need to apply for and sign the application for a \$250K loan from the California School Finance Authority. The loan has standard terms and a five-year repayment window, and will allow EBIA to manage cash flow for the early days before ADA funds are received.

- b. California School Finance Authority Charter School Revolving Loan Fund Program Loan

On a motion duly made by Laurie Jones, seconded by Rochelle Benning, and carried by a

vote of 4 Yes/0 No, the Board passed a resolution to apply for and sign the CALIFORNIA SCHOOL FINANCE AUTHORITY CHARTER SCHOOL REVOLVING LOAN FUND PROGRAM LOAN AGREEMENT NUMBER 14-2014.

c. Facility Agreement Thurgood Marshall Campus

Rochelle Benning presented the Board with an update on the Thurgood Marshall Campus and the proposed Facility Use Agreement between OUSD and EBIA. The Agreement must be signed and submitted to OUSD by June 18, 2014. OUSD will allow access to the facility on July 1, 2014.

On a motion duly made by Laurie Jones, seconded by Rochelle Benning, and carried by a vote of 4 Yes/0 No, the Board approved the ability to move forward with OUSD on the Agreement.

d. Insurance

The Board was presented with an update on the need for EBIA to secure Insurance and show proof by June 18, 2014 to OUSD for Prop 39 purposes.

On a motion duly made by Laurie Jones, seconded by Rochelle Benning, and carried by a vote of 4 Yes/0 No, the Board moved to approve EBIA to secure insurance.

5. CONSENT AGENDA

None.

6. PUBLIC COMMENT

None.

7. ADJOURN: The meeting was adjourned at 8:18 p.m.

* * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of the East Bay Innovation Academy, a California nonprofit public benefit corporation; that these minutes, consisting of 2 pages are the minutes of a special meeting of the Board of Directors held on June 11, 2014.

Tali Levy, Secretary

DRAFT

**MINUTES OF THE EIGHTH MEETING OF
THE BOARD OF DIRECTORS OF
EAST BAY INNOVATION ACADEMY**
(A California Non-Profit Public Benefit Corporation)

1. CALL TO ORDER

The directors named by the incorporator of the corporation named above, constituting the Board of Directors of this corporation, held their eighth meeting at the time, on the day, and at the place set forth as follows:

Time: 8:10 p.m.

Date: June 18, 2014

Place: Park Presbyterian Church, 4101 Park Boulevard, Oakland, CA

2. DIRECTORS PRESENT

a. The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Rochelle Benning
 Laurie Jacobson Jones
 Kimberly Smith
 Tali Levy
 Tom Pryor
 Alex Harp (member of the public)
 Emily Loecher (member of the public)

Absent:
 Amber Banks

3. ACTION ITEMS FOR ORGANIZATIONAL MEETING OF THE BOARD

a. Approval of Meeting Minutes

On a motion duly made by Rochelle Benning, seconded by Laurie Jones, and carried by a vote of 5 Yes/0 No, the minutes of the prior meeting were approved.

b. Special Board Meeting

A Special Board Meeting was called on June 11, 2014 to discuss approval of the Budget. Minutes from that meeting will be approved at the next meeting.

4. ADDITIONAL ITEMS

a. Budget Review and Approval

Emily Loecher was introduced to the Board as the new Director of Operations and presented the EBIA Budget, including a revenue and expenses breakdown. Tom Pryor moved to approve the Budget, Kim Smith seconded the motion, and the motion was carried by a vote of 5 Yes/0 No.

b. Enrollment Update

Laurie Jones updated the Board on Enrollment. There are 215 students enrolled. Because there was a seventh grade waitlist, additional spaces were opened for an additional seventh grade cohort.

c. Facility Update

Rochelle Benning updated the Board that there are still several issues in dispute with respect to the Facility Agreement with OUSD. Negotiations are ongoing.

d. Hiring Committee Update

Laurie Jones presented the Board with an update on hiring progress. There are several candidates in the pipeline. The four teachers who have been hired are spending this week at Summit for professional development.

e. ED Update – LCAP, Implementation Plan

Alex Harp updated the Board on LCAP. The deadline for submission is July 1, 2014.

Action Item: A special board meeting will be called on June 25, 2014 to review and approve the LCAP for submission.

f. 403(b) Plan

Laurie Jones presented the Board with an employee 403(b) tax deferred compensation plan. Emily Loecher will act as the plan administrator. Kim Smith moved to approve the 403(b) plan, Tali Levy seconded the motion, and the motion was carried by a vote of 5 Yes/0 No.

g. Technology Plan Update

Laurie Jones updated the board on the technology plan. The current plan is for Alameda County to provide the necessary fiber cable, with Comcast as a backup plan.

4. CONSENT AGENDA

On a motion duly made by Rochelle Benning, seconded by Laurie Jones, and carried by a vote of 5 Yes/0 No, Item d (Employee Offer Agreement for Alejandro de la Cruz) was dropped from the Consent Agenda.

After a brief discussion, on a motion duly made by Kim Smith, seconded by Rochelle Benning, and carried by a vote of 5 Yes/0 No, the Consent Agenda was adopted. Accordingly, the Board approved the Employee Offers for Paul Meyer, Michelle Sutorik, and Lorraine Cook; the Purchase Orders for Google Chromebooks and Lenovo Thinkpads, and the 504 Special Education Services Plan.

5. PUBLIC COMMENT

There was no Public Comment.

6. ADJOURN: The meeting was adjourned at 9:25 p.m.

* * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of the East Bay Innovation Academy, a California nonprofit public benefit corporation; that these minutes, consisting of 3 pages are the minutes of the eighth meeting of the Board of Directors held on June 18, 2014.

Tali Levy, Secretary

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
EAST BAY INNOVATION ACADEMY**
(A California Non-Profit Public Benefit Corporation)

1. CALL TO ORDER

The directors named by the incorporator of the corporation named above, constituting the Board of Directors of this corporation, held a special meeting at the time, on the day, and at the place set forth as follows:

Time: 8:05 p.m.

Date: June 25, 2014

Place: Conference Call - 1 (862) 902-0240, Access Code: 687-4601

2. DIRECTORS PRESENT

a. The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Rochelle Benning
Laurie Jacobson Jones
Tom Pryor
Tali Levy
Kim Smith
Alex Harp (member of the public)

Absent: Amber Banks

3. ACTION ITEMS FOR ORGANIZATIONAL MEETING OF THE BOARD

None

4. ADDITIONAL ITEMS

a. LCAP Plan

Laurie Jones and Alex Harp presented the LCAP plan to the Board. This plan must be submitted by July 1, 2014. The submission of an LCAP plan is a new state requirement. EBIA has written the plan to comply with the requirements and to demonstrate EBIA's goals for the first three years of operation.

On a motion made by Kim Smith seconded by Rochelle Benning, and carried by a vote of 5 Yes/0 No, the LCAP plan was accepted by the Board.

5. CONSENT AGENDA

Following a brief discussion, on a motion duly made by Kim Smith, seconded by Tom Pryor, and carried by a vote of 5 Yes/0 No, the Consent Agenda was adopted. Accordingly the Board approved the Employee Offer agreements of Devin Krugman and Mick Terrizzi.

6. PUBLIC COMMENT

None.

7. ADJOURN OPEN SESSION

On a vote duly made by Kim Smith, seconded by Rochelle Benning, and carried by a vote of 5 Yes/0 No, the Board voted to adjourn the Open Session and move into Closed Session. The Open session was adjourned at 8:48.

8. CLOSED SESSION – Pursuant to Section 54957

a. The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Rochelle Benning
Laurie Jacobson Jones
Tom Pryor
Tali Levy
Kim Smith

Absent: Amber Banks

1. Item: Public Employee Appointment TITLE: EBIA Executive Director

9. RESUME OPEN SESSION – 10:01

10. ADJOURN: On a vote duly made by Rochelle Benning, seconded by Kim Smith, and carried by a vote of 5 Yes/0 No, the meeting was adjourned at 10:02 p.m.

* * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of the East Bay Innovation Academy, a California nonprofit public benefit corporation; that these minutes, consisting of 2 pages are the minutes of a special meeting of the Board of Directors held on June 25, 2014.

Tali Levy, Secretary

Coversheet

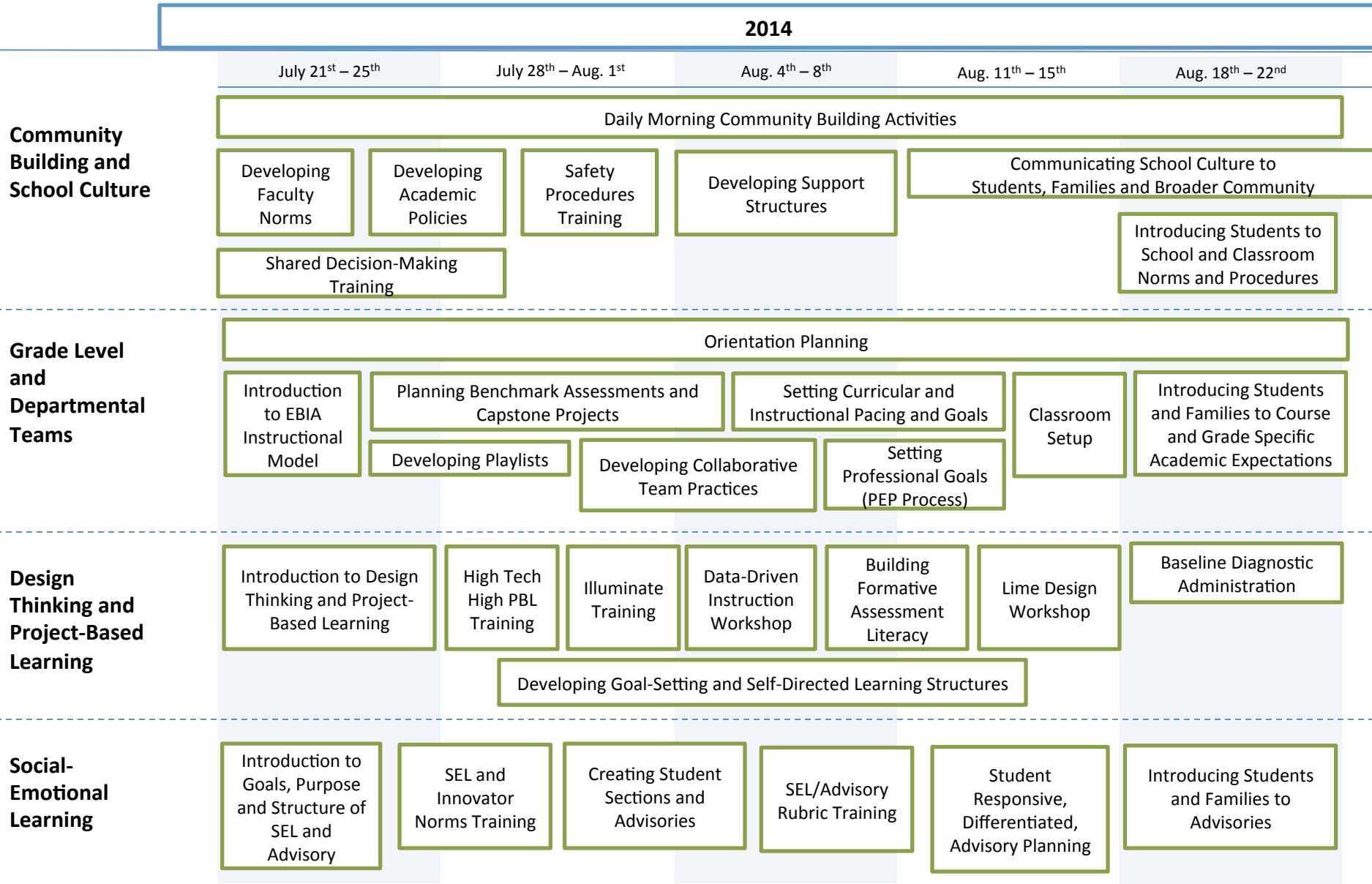
EBIA Model and Teacher Development Update

Section: II. Academic Excellence
Item: A. EBIA Model and Teacher Development Update
Purpose: Discuss
Submitted by: Devin Krugman
Related Material: 2014-2015 PD Plan.pdf
2014 Summer PD Plan.pdf

2014-2015 Professional Development Plan - DRAFT

	2014					2015					
	August	September	October	November	December	January	February	March	April	May	June
Curriculum and Instruction	UbD Yearlong Backmapping: Course and Units	Goal-Based Instructional Support Coaching and Evaluation (PEP, Observations, etc.)								Year 2 Planning	
		Department Specific PD – Text selection, Practices infusion, etc.									
			Integration of Design Thinking	Integration of Blended Learning	Revisit and Revise Spring Plans Based on Fall Performance			Curriculum Design: Innovation and Questioning			
Project-Based Learning	Introduction to PBL Model and Capstone Groundwork	End of Quarter PBAT Planning & Execution	Building PBL into Daily Instruction	End of Semester PBAT Planning & Execution	Assessing Fall Successes and Challenges for Spring Planning	End of Quarter PBAT Planning & Execution	End of Year Capstone Planning	Capstone Execution and Reflection			
Equity, Community and Inclusion	Introduction to SEL Model	Start of Year Advisory Check-In and Planning	Introduction to Creating Inclusive and Equitable Communities (Starting Identity Based Conversations)	Culturally Relevant and Responsive Teaching	GLAAD Training	Adult Learning: Ways of Knowing	End of Year Reflection				
				Accommodations and Inclusion: SWD and ELL							
Data-Driven Inquiry	Baseline Diagnostic Analysis	Illuminate Data Tracking	Fall Performance Analysis	Curriculum Reflection – Analysis of Blended Learning and Design Thinking Integration	Winter Performance Analysis	Illuminate Data Tracking	Spring Performance Analysis	End of Year Performance Analysis			

2014 Summer Professional Development Plan - DRAFT



Coversheet

EBIA Implementation Plan Summary

Section: III. CEO Support And Eval
Item: A. EBIA Implementation Plan Summary
Purpose: Discuss
Submitted by: Alex Harp
Related Material: Strategic Implementation Plan 072014.pdf



EAST BAY
INNOVATION
ACADEMY

Strategic Implementation Plan

July 2014

OUR MISSION

TO PREPARE A DIVERSE GROUP OF STUDENTS TO BE SUCCESSFUL IN COLLEGE AND TO BE THOUGHTFUL, ENGAGED CITIZENS WHO ARE LEADERS AND INNOVATORS IN A 21ST CENTURY GLOBAL WORLD.

INTRODUCTION

To ensure our success in meeting the goals set forth in our charter, East Bay Innovation Academy has developed the following strategic implementation plan, outlining our charter's goals with relationship to five categories: Learning and Teaching, School Culture, Aligned Staff, Systems and Operations, and Revenue and Growth. Each goal has an assigned detailed action plan, serving as a guide to measure our progress throughout the year. All components of this plan will demonstrate commitment to our vision and core beliefs, personified in EBIA's Innovator Norms. This 2014-2015 implementation plan will guide our work, maintaining our alignment of actions to goals. Understanding that innovation is at the heart of everything we do, this document is a fluid and dynamic framework, open to iteration. Students, staff and family will build a culture of caring and responsibility and the EBIA community will be safe, inclusive and welcoming. Using design thinking principles that are human-centered, optimistic, collaborative, reflective and experimental, the EBIA community will make a difference, re-imagining education in Oakland.

VISION AND FOCUS

East Bay Innovation Academy (EBIA) is re-thinking the way schools are run and structured, so that they better reflect the needs of a 21st century world. At EBIA, education happens through a combination of projects, differentiated instruction through use of technology and an innovative model of experiential learning designed to cultivate the innovator's mindset in every student.

Our six **Innovator Norms** will be woven throughout our culture, classrooms and community.

Perseverance (Possibility and Perseverance): maintaining a steady persistence in a course of action, and exhibit a commitment to purpose and tenacity, in spite of difficulties, obstacles, or discouragement. Innovators are courageous in the face of difficulty, know that effort and hard work will improve their future, and move past frustrations and setbacks quickly.

Curiosity: (Creativity and Curiosity): eagerly desiring to know and learn; to take initiative and to be inventive.

Kindness: (Greater Good): being considerate or helpful.

Respect: (Community): honoring or being considerate towards self, property, and others.

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

Citizenship and Leadership: (Community, Greater Good, and Diversity): the quality of an individual's membership in, and contribution to, a community. As articulated in the Expeditionary Learning arena, there are no passengers, only crew.

Our Goals

- To develop both young and mature leaders who collaborate, manage change and take ownership of their learning experiences.
- To offer families a coherent 21st century program that offers new, innovative and alternative educational offerings to the ones currently provided in Oakland.
- To increase the number of students who excel in math, technology, and innovation to become leaders in a new, rapidly evolving economy.

ACADEMIC PROGRAM

EBIA will be a rigorous, college preparatory school in which students of all previous preparation levels will find success. Our model is based on the following core elements: STEAM based, Rigorous academic course load, Project Based Learning, Blended Learning, Service Learning, Personalized learning and Advisory, Integrated classrooms and a heterogeneous student body, Community-based intersessions, High quality professional development, Data driven and competency based instruction, and a Focus on Social-Emotional learning.

The following page provides a table outlining our goals as they relate to five key components necessary for EBIA's success. A more detailed plan is accessible for continually gauging our progress towards goal achievement and attainment. EBIA staff will constantly examine and refine its student and school outcomes over time to reflect the Charter School's mission and any changes to state or local standards.

Learning and Teaching	School Culture	Aligned Staff	Systems and Operations	Revenue and Growth
<ul style="list-style-type: none"> ● All staff will be proficient in Design Thinking principles, applying them to curriculum development and instructional delivery and 80% of students will be able to articulate how they apply DT principles to their work. ● Every teacher will develop engaging, rigorous, differentiated and standards-aligned unit and lesson plans, with comprehensive playlists, articulating into the 6-12 vertically aligned curriculum map. ● Blended Learning will be incorporated into 20%-25% of the curriculum. ● Project-Based Learning will be evident in all core academic subjects and all students will exhibit one end-of-year culminating project. ● Each teacher will create 4-5 benchmark assessments to assess student learning, inform instruction and create interventions. ● 75% of students will successfully complete all goals in Personalized Learning Plan. 	<ul style="list-style-type: none"> ● Clear and agreed-upon behavioral norms, expectations and disciplinary system will be consistently enforced. ● A sense of community, accountability and responsibility will be established through Morning Meetings and Advisory. ● Students will learn interpersonal skills and model the Innovator Norms, as a result of Socio-Emotional Learning curriculum delivered throughout the year. ● 75% of students will score proficient or advanced on SEL rubric. ● 80% of students will report feeling “part of the EBIA community” on the annual community survey. ● 80% of students will report feeling safe and supported on campus. ● At least 85% of families will report that their child is in a safe learning environment. ● At least 80% of families will report that they would recommend EBIA to friends and families. ● The suspension rate will be less than 10%. 	<ul style="list-style-type: none"> ● Highly qualified, caring and dedicated staff will be hired and onboarded with understanding of Design Thinking, Blended Learning, Project-Based Learning and Socio-Emotional Learning. ● All staff will engage in continuous data analysis, leading to reflection, iteration and innovation in instructional approach. ● All staff will be calibrated in grading policies, evaluation and assessment practices. ● Teachers will co-develop and implement inter-disciplinary units. ● All staff will receive need-based professional development throughout the year. ● All staff will set professional goals and be evaluated using an agreed-upon observation and evaluation tool. ● 85% of faculty will reach Personal Educator Plan goals. ● There will be an 85% teacher satisfaction on community survey. 	<ul style="list-style-type: none"> ● The student information system will be used to track academic performance and school attendance. ● Policies, regulations, procedures, protocols and long-term plans that communicate and support EBIA’s mission and vision will be created, revised and published. ● A balanced budget, with a high level of oversight, managing risk, compliance and monitoring cash flow will be maintained. ● To ensure all local, state and federal compliance issues are met, timelines and a calendar will be established and followed. ● Partnerships will be developed, contracts and MOUs with outside vendors and service providers will be established to ensure students’ needs are met. ● Positive relationship with OUSD regarding facilities and chartering needs will be maintained. ● Partnerships with charter schools/networks to access services and develop more effective systems and operations will be developed. 	<ul style="list-style-type: none"> ● Achieve 95% attendance rate. ● Engage in active recruitment for rising 6th graders throughout Oakland to ensure capacity registration. ● Examine feasibility of increasing current 7th grade class. ● Maintain regular external communications and publicize EBIA’s success to attract and students, families and community members to the school, generating interest. ● Conduct community outreach to establish partnerships that will result in external funding and resources being provided at no cost. ● Develop a plan to ensure 15% of EBIA’s budget is subsidized by fundraising efforts. ● Create a plan for expansion of Marshall campus or relocation to another site to account for growth of student body. ● Consider possibility of model replication.

Coversheet

Hiring Update

Section: VII. Other Business
Item: A. Hiring Update
Purpose: FYI
Submitted by:
Related Material: EBIA Hiring Matrix - Sheet1-2.pdf

Name	Position	Credential Req?	Tenure? (New/Exp)	Blended?	PBL?	Innovator?	Comments
Mick Terrizzi	Language Arts	Y	6 years	Some	X	X	
Collette Johnson	Language Arts	Y	1 year	Some	X	X	
Paul Meyer	Social Studies	Y	2 years	X		X	
Glenn Katzman	Social Studies	Y	1 year	X	X	X	
Michelle Sutorik	Math	Y	6 Years	X	X	X	
Jim Malamut	Math	Y	5 years		some		
Lauren Stoll	Science	Y	1 year	some	some	X	
Maafi Cook	Science	Y	28 years	X	X	X	
Maggie Croushore	Fitness Instructor		5 Years		X	X	
Sola Harrison	Computer Science		8 Years		X	X	
	Resource Specialist	Y					
	Tutor						
	Tutor						
	Tutor						
Alex Harp	Executive Director						
Emily Loecher	Director of Operations						
Devin Krugman	Director of Innovative Instruction						
Notes							
- Mix seasoned/new - - within grade and content levels							
- 75% Innovators	Experience with PBL/Blended, New Teacher, Career Change						
- Heterogeneous							

Coversheet

Consent Agenda

Section: VII. Other Business
Item: C. Consent Agenda
Purpose: Vote
Submitted by: Laurie Jacobson Jones
Related Material: EBIA Employee Handbook - July 2014.pdf
UCP - EBIA 2014-15.pdf

BACKGROUND:

All hiring is in our approved budget. Average salary \$500 under plan.



**EAST BAY INNOVATION ACADEMY (EBIA)
TEAM MEMBER HANDBOOK
July 2014**

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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 students' 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. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask your site Executive Director, Supervisor, or the Office Manager.

After reading this Handbook, all team members must sign the acknowledgment form at the back of this Handbook and return it to the Executive Director. 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

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 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 booklet 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, ethnic group, color, sex (including pregnancy, childbirth, or related medical conditions), national origin, registered domestic partner status, ancestry, religion, creed, physical or mental disability, marital status, medical condition, sexual orientation, veteran status, age, or the appearance of any of these characteristics, and any other basis protected by federal, state, or local law. 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.

ANTI-HARASSMENT POLICY

EBIA is committed to providing a work environment free of unlawful harassment. In accordance with applicable law, EBIA policy prohibits sexual harassment and harassment because of race, ethnic group, color, sex (including pregnancy, childbirth, or related medical conditions), national origin, registered domestic partner status, ancestry, religion, creed, physical or mental disability, marital status, medical condition, sexual orientation, veteran status, age, or the appearance of any of these conditions, and any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated. This policy applies to all person involved in the operation of EBIA, including but not limited to, Supervisors, managers, other team members, students, students' family members, and vendors.

SEXUAL HARASSMENT DEFINED

Applicable state and federal law define sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the team member's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a non-exhaustive partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any team member's body or dress;
- Verbal sexual advances or propositions;

- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, or impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager or Supervisor, or harassment by persons doing business with or for EBIA.

OTHER TYPES OF HARASSMENT

Prohibited harassment on the basis of race, ethnic group, color, national origin, registered domestic partner status, ancestry, religion, physical or mental disability, marital status, medical condition, sexual orientation, veteran status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- Retaliation for reporting harassment or threatening to report harassment.

HARASSMENT COMPLAINT PROCEDURE

EBIA's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the team member has not lost a job or some economic benefit.

Any EBIA team member who believes that s/he has been harassed on the job, or becomes aware of the harassment of others, is encouraged to inform the offender that this behavior is unwelcome. A written or verbal complaint to the Supervisor, manager, the Director of

Operations, or any other member of management should also be made as soon as possible. The complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.)

All complaints of harassment that are reported will be investigated. EBIA will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the team member who complained and to the accused harasser(s).

If EBIA determines that prohibited harassment or other conduct that violates an EBIA policy has occurred, the organization will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited conduct is substantiated, appropriate disciplinary action, up to and including immediate termination, will be taken. Applicable law prohibits retaliation against any team member who complains of prohibited harassment or who participates in an investigation.

EBIA encourages that all team members report any incidents of harassment immediately so that complaints can be quickly and fairly resolved. Please be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. Any employee who believes that s/he has been harassed or retaliated against for resisting and/or reporting may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

LIABILITY FOR POLICY VIOLATIONS

Any team member of EBIA, who is found to have engaged in conduct that violates this policy is subject to disciplinary action, up to and including immediate termination of employment. Any team member who engages in prohibited harassment may be held personally liable for monetary damages. EBIA does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, EBIA reserves the right not to provide a defense or pay damages assessed against team members for conduct in violation of this policy.

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.

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 filling out a Personnel Action Form (PAF) and submitting it to 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 at reasonable times, at a reasonable place, and on reasonable advance notice to the Director of Operations. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 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 Director of Operations.

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 Director of Operations or their Supervisor before disseminating documents.

CONFIDENTIAL INFORMATION

Confidential information is any EBIA information that is not known generally to the public or the industry. Student lists, student cumulative files, student health files, student Individual Education Plans, personnel files, computer records, financial and marketing data, process descriptions, research plans, formulas, and trade secrets are examples of confidential information. In addition, in the case student information, federal law provides that information may not be disseminated except under certain limited conditions. (Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g, 34 CFR Part 99). Personal information, including salary, history of employment or reasons for departure, is also confidential and may not be

discussed with anyone other than one's Supervisor or the Director of Operations. Team members will be subject to appropriate disciplinary action, up to and including termination for knowingly or unknowingly revealing information of a confidential nature.

SECURITY

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

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

OBLIGATIONS ON TERMINATION

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

TECHNOLOGY USE AND PRIVACY

EBIA provides various Technology Resources to authorized team members to assist them in performing their job duties for EBIA. Each team member has a responsibility to use EBIA's Technology Resources in a manner that increases productivity, enhances EBIA's public image,

and is respectful of other team members. Failure to follow EBIA's policies regarding its Technology Resources may lead to disciplinary measures, up to and including termination of employment.

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

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

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

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

EBIA is aware that team members use electronic mail for correspondence that may be less formal than written memoranda. Team members must take care, however, not to let

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

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

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

PRIVACY

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

On occasion, EBIA may need to access its Technology Resources including computer files, electronic-mail messages, and voicemail messages. Team members should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on EBIA's Technology Resources, including personal information or messages. EBIA may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. EBIA may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

Certain of EBIA's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not

confer any right of privacy upon any team member of EBIA. Thus, even though team members may maintain passwords for accessing Technology Resources, team members must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Team members are expected to maintain their passwords as confidential. Team members must not share passwords and must not access coworkers' systems without express authorization.

EBIA PROPERTY AND INFORMATION

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

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

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

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

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

WHISTLEBLOWER POLICY

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

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

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

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 Human Resources 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 employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new team member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former team member who are rehired must also completed the form if they have not completed an I-9 with EBIA within the past three years or if their previous I-9 is no longer retained or valid.

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

Before the first day of employment, all new team members must have had a tuberculosis test as described in Education Code 49406 within the past 60 days. Employees transferring from other public or private schools within the **State of California** must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the team member's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant.

CRIMINAL BACKGROUND CHECKS

As a condition of employment, EBIA requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. EBIA will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any 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 suspension or termination of the individual's employment. At the discretion of the Executive Director, he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the 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.

CHILD ABUSE AND NEGLECT REPORTING ACT

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

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

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

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

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) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. EBIA will provide First Aid

and CPR training for teachers, assistants and staff. Any team member required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the 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 Director of Innovative Instruction, Director of Operations or 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.

SUGGESTION BOX

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

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 Executive Directors, 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 Director of Innovative Instruction, and access to external workshops to cultivate teaching skills. EBIA may cover the cost of this professional development. Team members should talk with the Director of Innovative Instruction 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 once every year and as part of the process are also asked to provide self-evaluations.

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.

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
- Discourtesy
- 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 calendar days, in order to review or investigate actions, including but not limited to, insubordination, acts endangering others, or other allegations or serious misconduct.

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 East Bay Innovation Academy 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.

BASE SALARIES

Base salaries are set according to the Director of Innovation and Instruction and/or 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 NON-EXEMPT CLASSIFICATION OF TEAM MEMBERS

All team members are classified as either exempt or nonexempt, according to job duties as determined by the provisions of the federal Fair Labor Standards Act. Non-exempt employees

are covered by the overtime provisions of the federal Fair Labor Standards Act and by California wage and hour laws and are required to fill out timesheets accounting for all time worked in a pay period. Non-exempt employees are entitled to an overtime premium in accordance with state and federal law (see Overtime below). Exempt employees are salaried employees whose job duties exempt them from the overtime provisions of the Fair Labor Standards Act and the California wage and hour laws. Exempt employees are paid a fixed salary determined by the duties to be performed rather than the number of hours worked. All site Executive Directors 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 30 hours per week. Part-time employees are those who are scheduled to work less than 30 hours per week. Temporary employees can be either full-time or part-time, but work for a period of 90 consecutive days or less. Temporary employees and most part-time employees are not eligible for medical, dental, vision, short- and long-term disability, or life insurance benefits.

OVERTIME

Hourly, non-exempt team members will be paid overtime for working in excess of 8 hours per day and in excess of 40 hours per week. The Executive Director/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.

PAY PROCEDURES

EBIA team members are paid on a semi-monthly basis. Salaried team members are paid on the 15th day and the last working day of the month, with each paycheck including earnings for all

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

TIME RECORDS (NON-EXEMPT EMPLOYEES)

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

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

MEAL PERIODS (NON-EXEMPT EMPLOYEES)

Nonexempt employees scheduled to work more than five hours in a day are given a 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 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.

If a team member's day exceeds ten hours of work time, the team member is entitled to an additional 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 30 minutes and his/her workday will not exceed 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 (NON-EXEMPT EMPLOYEES)

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Do not leave the premises during your rest period and do not take more than 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

Team members desiring to express breast milk for the employee’s infant child will be provided a reasonable amount of break time and a secluded area so that this may be done in private. This break time shall coincide with the team member’s regularly scheduled break time to the extent possible. If a lactation break is taken outside of or extends beyond a paid break, a non-exempt employee must record the time on her timesheet as an unpaid break period.

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.

PAYROLL WITHHOLDINGS

EBIA is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each team member's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, EBIA must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by team members, may include retirement plans, team member portion of insurance premiums, or any other benefit made available to team members.

EBIA prohibits improper deductions from the pay of any team member. If a team member believes an error has been made in his or her pay or deductions EBIA will work in good faith to resolve errors as soon as possible. The team member should notify the 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. 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, full-time team members who are regularly scheduled to work at least 30 hours per week. The benefits package includes medical, dental and vision insurance. It also includes life, short- and long-term disability insurance.

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

ATTENDANCE

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

SICK DAYS

EBIA grants Sick Days to all full-time certificated teacher team members to provide them with flexibility to meet their and their families' medical needs. Sick Day balances can be carried over

year to year, and there is no Sick Day carryover maximum. Upon separation of employment, whether voluntary or involuntary, the team member will not be paid for any unused Sick Days; instead team members receive retirement credit for accumulated but unused Sick Days from STRS as provided by that retirement plan. Team members must record all sick days taken on the Time Off Approval Request Form for submission to his or her Supervisor.

ACCRUAL OF SICK DAYS

Eligible team members accrue Sick Days every month, based on their regularly scheduled work week and continuous length of service, measured from the date of hire. Sick Days are accrued by team members. There is no limit on the amount of sick days any team member may accrue. Accrual rates for site team mates are:

- Teachers: total of 5 days per year

An additional 5 days will be granted upon receipt of a doctor's note. Team members do not accrue Sick Days during leave of absences. Accrual recommences when the team member returns to work.

APPROVALS FOR SICK DAYS

Team members taking Sick Days 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 Sick Days must advise their Supervisor of their anticipated return date and the need for work coverage. Finally, team members taking more than five consecutive or ten total Sick Days 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.

PERSONAL TIME OFF FOR YEAR ROUND ADMINISTRATIVE EMPLOYEES

EBIA grants Personal Time Off ("PTO") to eligible full-time team members only, to provide them with the flexibility to meet both their work and personal needs. The total amount of PTO granted, varies by position. PTO balances can be carried over year to year, with a maximum limit that varies by position. Upon separation of employment, whether voluntary or involuntary, the team member will be paid for any unused PTO at his or her base rate of pay at the time of separation. PTO can be used by eligible team members for any reason (e.g., vacation, illness, medical appointments, personal business), subject to approval by the team member's Supervisor. A Supervisor may set "blackout dates" during which Personal Time Off

would have a disproportionate adverse impact on the organization, and requests for PTO will be denied. Team members must record all PTO on the Time Off Approval Form and receive written approval from his or her Supervisor in advance.

ACCRUAL OF PERSONAL TIME FOR YEAR ROUND ADMINISTRATIVE EMPLOYEES

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

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

PERSONAL DAYS

Eligible team members accrue Personal Days every month, based on their regularly scheduled workweek and continuous length of service, measured from the date of hire. Personal Days are accrued by team members. Accrual rates for site teammates are:

- Teachers: total of 5 days per year

PAID HOLIDAYS

Most 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.

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 AND MEDICAL CARE LEAVE

Use of FMLA includes CFRA wherever mentioned and allowed by state or federal law. State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period under the following conditions:

- The team member has more than 12 months of continuous service;
- The team member has worked at least 1250 hours during the previous 12-month period before the need for the leave.

Leave may be taken for one of the following reasons:

- The birth of team member’s child, or placement of a child with the team member for adoption or foster care (FMLA/CFRA)
- To care for the team member’s spouse, child, or parent who has a serious health condition (FMLA/CFRA)
- To care for the team member’s registered domestic partner (CFRA only)
- For a serious health condition that makes the team member unable to perform his or her job (FMLA/CFRA)
- For any “qualifying exigency” (as defined by federal regulation) because the team member is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation (FMLA only)
- A team member who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (FMLA only)

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the School uses a rolling backward 12-month period. Under most circumstances, leave under FMLA and CFRA will run concurrently in all cases where the law allows and the eligible team member will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions (ALSO SEE PDL POLICY)

FMLA will run concurrently with PDL. Once the pregnant team member is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the School

will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave for Team Member's Own Health Condition

Please contact your supervisor as soon as you realize the need for family medical leave. If the leave is based on the planned medical treatment for a serious health condition of the team member, the team member must notify the School at least 30 days before leave is to begin. The team member must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School.

If the team member cannot provide 30-days notice, the School must be informed as soon as is practical.

The School requires the team member to provide medical certification within 15 days of any request for family medical leave under state and federal law. The school may require recertification from the health care provider if additional leave is required. If the team member does not provide medical certification in a timely manner to substantiate the need for FMLA, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA and therefore not subject to the protections afforded by FMLA/CFRA.

Leave to Care for a Family Member

If the leave is needed to care for a sick child, spouse, or parent, the team member must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider;
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks family/medical leave for this reason. If a team member cites his/her own

serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The School will require certification by the team member's health care provider that the team member is fit to return to his or her job. Failure to provide certification by the health care provider of the team member's fitness to return to work will result in denial of reinstatement for the team member until the certificate is obtained.

PREGNANCY DISABILITY POLICY

You may take up to four months (693 hours for a full-time team member) of medically necessary pregnancy disability leave for pregnancy, childbirth or a related medical condition under California State law and (if eligible and you have not exhausted your entitlement) an additional 12 workweeks for non-pregnancy disability-related family medical leave under the California Family Rights Act (CFRA) for the purpose of baby-bonding. The first 12 workweeks of pregnancy disability run concurrently with the federal FMLA, if eligible. Any remaining FMLA leave will run concurrently with CFRA leave. The amount of leave will be pro-rated based on number of hours worked (i.e. a part-time team member working 20 hours per week would be entitled to 346.6 hours of leave).

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and a team member on leave will be eligible for temporary disability benefits in the same amount and degree as any other team member on leave.

Any female team member planning to take pregnancy disability leave should advise her supervisor as early as possible.

The individual should make an appointment with the Director of Operations to discuss the following conditions:

- Team members who need to take pregnancy disability must inform the school when a leave is expected to begin and how long it will likely last. Employees will be required to complete a "Request for Leave" form and provide medical certification. If the need for a

leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin;

- Team members must consult with the supervisor regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the employee's health care provider. If 30 days advance notice is not possible, notice must be given as soon as practical;
- Upon the request of a team member and recommendation of the team member's health care provider, the team member's work assignment may be changed if necessary to protect the health and safety of the team member and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred team member will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy disability leave usually begins when ordered by the team member's health care provider. The employee must provide the School with medical certification from a health care provider within. The certification indicating disability should contain:
 - The date on which the team member became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the team member is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons;

Returning from pregnancy leave will be allowed only when the team member provides a release to return to work from her health care provider.

Except to the extent that other paid leave is substituted for pregnancy-related disability leave, PDL is unpaid. An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. A team member will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave. The substitution of sick pay and/or vacation/PTO pay for pregnancy disability

leave does not extend the total duration of the leave to which the team member is entitled and which is supported by medical certification.

Duration of the leave will be determined by the advice of the team member's health care provider, but team members disabled by pregnancy may take up to four months (693 hours). Part-time team members are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the team member's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) hour.

Unless EBIA and the team member have already agreed upon the team member's return to work date, a team member who has taken a pregnancy disability leave or transfer must notify the Director of Operations at least 30 days prior to her anticipated return to work or, as applicable, before her transfer back to her former position. A team member who timely returns to work at the expiration of her pregnancy disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law. A team member returning from a pregnancy disability leave has no greater right to reinstatement than if the team member had been continuously employed.

EBIA will maintain its portion of group health insurance coverage that the team member was provided before the leave commenced on the same terms as if the team member had continued to work up to the maximum leave allotment allowed under the Pregnancy Disability Leave law (693 hours) and for the first 12 weeks of CFRA "Baby-Bonding Leave". EBIA may recover premiums it paid to maintain health coverage if the team member does not return to work following pregnancy disability leave. Team members are still responsible to pay for their own portion of group health benefits premium. See the Human Resources contact to review the amount that team member will need to reimburse the school while on pregnancy disability leave.

Team members on pregnancy disability leave will accrue leave benefits, such as sick leave, vacation and/or PTO only when paid leave is being substituted for unpaid leave and only if the team member would otherwise be entitled to such accrual. No leave benefits shall accrue when the team member is in unpaid status.

Baby bonding leave is covered by the California Family Rights Act (CFRA). If the team member has not exhausted the full 12 weeks of her FMLA entitlement, a portion of the baby bonding

leave may be protected under FMLA as well. The team member must complete a request for baby bonding leave. See the Human Resources contact for the proper form to use to request this leave. Prior to commencing baby bonding leave, the team member will be required to submit a certification from her health care provider showing that the team member is no longer disabled by pregnancy or childbirth, to the Director of Operations.

PAID FAMILY LEAVE

The State of California also offers a Paid Family Leave (“PFL”) plan, which covers all team members who are covered by State Disability Insurance. PFL pays some compensation to employees who need time off from work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child. PFL offers up to 6 weeks of benefits in a 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.

DOMESTIC VIOLENCE LEAVE

Team members who are victims of domestic violence are eligible for unpaid leave. The leave can cover involvement in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the health, safety, or welfare of the individual employee or his/her child. Notice and certification are required to take leave under this policy.

Certification may be sufficiently provided by any of the following: 1) a police report indicating that the team member was a victim of domestic violence; 2) a court order protecting or separating the team member from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the team member appeared in court; or 3) documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the team member was undergoing treatment for physical or mental or abuse resulting in victimization from an act of domestic violence.

EBIA will, to the extent allowed by law, maintain the confidentiality of a team member requesting leave under this provision.

The length of unpaid leave a team member may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act of 1993.

VICTIMS OF CRIME LEAVE

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

- The crime must be violent or a serious felony, as defined by law; and
- The team member must be the victim of a crime, or must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.
- An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.
- A registered domestic partner means a domestic partner who is registered in accordance with California state law.
- The absence from work must be in order to attend judicial proceedings related to a crime listed above.

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

MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is a federal law that gives current, former or prospective members of the U.S. armed forces (active and reserves) the right to go back to a civilian job they held before military service, provided they return or apply for reinstatement within the time allowed by law. Team members who wish or who are required to serve in the military and take military leave should contact the Director of Operations as soon as practical after knowing of the desire or the necessity to do so, to understand their rights before and after such leave.

MILITARY SPOUSE LEAVE

An eligible team member-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible team member must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The team member may use accrued vacation/sick or PTO for this 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 ACTIVITIES LEAVE

The School encourages team members to participate in the school activities of their child (ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 through 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of twenty four (24) hours each year;
- Team members planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first team member to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;

- Team members must use existing vacation or personal leave in order to receive compensation for this time off;
- Team members who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the team member should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against a team member for taking time off for this purpose.

CRIME VICTIM LEAVE

Team members are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- 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

A team member must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the team member may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

ORGAN DONOR / BONE MARROW DONOR LEAVE

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the team member shall continue to accrue paid time off and other benefits as if they had continued working. The team member shall be required to pay any portion of their benefits they are currently paying.

A team member shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No team member shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

VOLUNTEER CIVIL SERVICE LEAVE

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

BEREAVEMENT LEAVE

EBIA provides team members up to three days paid bereavement leave due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than

500 miles from a team member's home, s/he may receive paid leave for five days with prior approval from his/her Supervisor.

JURY DUTY

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

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

SAFETY AND SECURITY

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

SAFE WORKPLACE

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

SMOKE-FREE WORKPLACE

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

DRUG-FREE WORKPLACE

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

The following are strictly prohibited by EBIA:

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

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

INSPECTIONS AND SEARCHES ON EBIA PREMISES

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

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

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

TRANSITIONS

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

CHANGES OF STATUS

Status changes can be work related, such as:

- Position changes
- Compensation/pay changes.

They can also be personal changes, such as:

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

All changes need to be recorded on a Personnel Action Form and submitted to the 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 individual Executive Director, Supervisor or colleague to agree to write an honest letter of recommendation for a departing teammate. Executive Directors, 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 or the Director of Innovation and Instruction are permitted to provide verbal references to prospective employers of former team members ONLY if the former or departing team member has signed an Authorization for Release of Information. This form, given to every departing team member and available from the Director of Operations, releases EBIA and its current teammates from liabilities related to releasing information about a former teammate. Any individual team member receiving a request for verbal reference should check with the Director of Operations to ensure the form has been completed before providing any information of any kind to a former teammate's prospective employer.
- *Information verification:* If a former team member has not completed the Authorization for Release of Information, any EBIA current team member who receives a request for reference or information about a former team member should simply refer the prospective employer to the 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-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 will conduct an exit interview. The purpose of the exit interview is to talk about the reason for leaving and for getting suggestions which will make EBIA a better place to work. If a team member has not already received their final paycheck or information about their benefits/continuation coverage, these will be provided as well. Prior to a team member's exit interview, all EBIA property must be returned.

Finally, nothing in this policy is intended to alter the at-will status of employment with EBIA. Either a team member or EBIA may terminate the employment relationship at any time with or without cause and with or without prior notice (although we request and try to give two weeks notice). EBIA reserves the right to terminate any employment relationship, to demote, or to otherwise discipline any team member without resort to the above disciplinary procedures.

IN CLOSING

Many of EBIA's policies and team member benefits have been treated only briefly in this Handbook. If you have any questions or want more information, your Supervisor or the 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 have read the handbook and agree to abide by the rules, policies, and standards set forth in the handbook.

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, EBIA reserves the right to revise, delete, and/or add to the provisions of this team member handbook. All such revisions, deletions, or additions must be in writing and must be signed by the Director of Operations. No oral statements or representations can change the provisions of this team member handbook.

Finally, 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

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by East Bay Innovation Academy (EBIA) of federal or state laws or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees.

Within this document there is information about how EBIA processes UCP complaints concerning particular programs or activities in which we receive state or federal funding.

- A **complaint** is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying and charging pupil fees for participation in an educational activity.

- A **complainant** is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, EBIA shall assist the complainant in the filing of the complaint.

Programs or activities in which EBIA receives state or federal funding are:

- Consolidated Categorical Aid Programs (Title I & II)
- Child Nutrition Programs
- Special Education Programs

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those

with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).
4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

The responsibilities of East Bay Innovation Academy

EBIA has the primary responsibility to insure compliance with applicable state and federal laws and regulations. We will investigate complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation, bullying and charging pupil fees for participation in an educational activity and seek to resolve those complaints in accordance with the below UCP procedures.

In regards to complaints of noncompliance with laws relating to pupil fees, if EBIA finds merit in a complaint a remedy will be provided to all affected pupils, parents and guardians, that, where applicable, will include reasonable efforts by EBIA to ensure full reimbursement to all affected pupils, parents and guardians.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate.

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

Name or title: Emily Donaldson, Director of Operations

Address: 3400 Malcolm Ave, Oakland CA 95605

We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate. Complaints of noncompliance with laws relating to pupil fees are filed with the Executive Director.

We shall annually notify in writing our pupils, employees, parents or guardians of our pupils, the school advisory committees, and other interested parties of our UCP process regarding an alleged violation of federal or state law or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees. The UCP Annual Notice will be disseminated to all of the four

required groups each year and will include information on how to appeal to the CDE. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower body's decision.

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

A copy of this UCP complaint policies and procedures document shall be available free of charge.

Filing a complaint with East Bay Innovation Academy

Except for Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with the Executive Director or Director of Operations alleging a matter which, if true, would constitute a violation by EBIA of federal or state law or regulation governing a program. A complaint of noncompliance with laws relating to pupil fees may be filed with the Executive Director under the Uniform Complaint Procedures and may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying shall be initiated by filing a complaint no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by the Executive Director, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by the Executive Director for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, EBIA shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by EBIA to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

EBIA shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by EBIA. The Decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.